

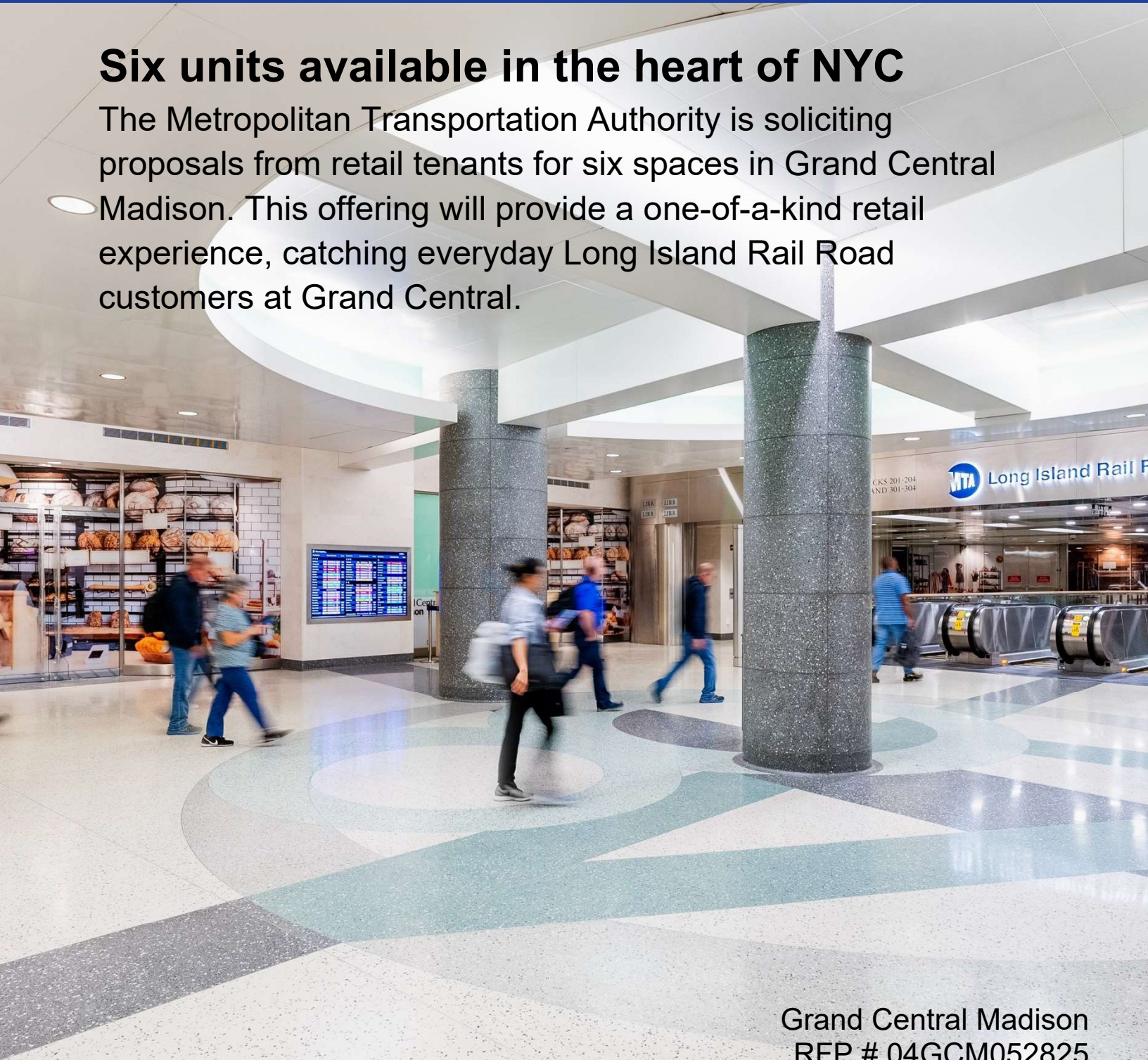


Grand Central Madison Retail Space Lease

Request for Proposals

Six units available in the heart of NYC

The Metropolitan Transportation Authority is soliciting proposals from retail tenants for six spaces in Grand Central Madison. This offering will provide a one-of-a-kind retail experience, catching everyday Long Island Rail Road customers at Grand Central.



Grand Central Madison
RFP # 04GCM052825
May 28, 2025

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Project Introduction and RFP Purpose

A Grand Opportunity

A seamless Long Island Rail Road (“LIRR”) trip to Manhattan’s East Side is now reality as Grand Central Madison (“Grand Central Madison” or “GCM”) brings LIRR trains to Grand Central Terminal for the first time. A contemporary counterpart to Grand Central Terminal, Grand Central Madison is designed to meet the everyday needs of daily users and occasional visitors. Upon opening, Grand Central Madison quickly surpassed major iconic facilities including Boston’s South Station and Chicago’s Union Station to become the third busiest commuter railroad hub in the country. And those customers are clamoring for retail.

Metropolitan Transportation Authority (“MTA”), on behalf of itself and MTA Grand Central Madison Operating Company (“GCMOC”) and in support of MTA’s Real Estate Department (“MTA RED”), is soliciting proposals for long-term leases of six retail units located within GCM’s main concourse: **B3300, B3302, B3303, B3305, C3505, and C3507** (each, a “Retail Unit”, and collectively the “Retail Units”). The objective of this RFP is to publicly offer and promote this business opportunity to attract strong and viable proposals. Award of retail units in Grand Central Madison, therefore, requires the completion of an extensive application process.

Prospective proposers (“Proposers”) are encouraged to submit proposals for the lease of one or more Retail Units offered in this RFP (“Proposals”). Specifically, MTA seeks successful retail brands that will help MTA execute its retail vision to transform Grand Central Madison into a popular destination bustling with a variety of food and retail concepts that meet the needs of commuters, tourists, local workers and residents alike.

With direct connections through GCM’s Dining Concourse and the Biltmore Room, Grand Central Madison adds a new layer to Grand Central Terminal’s compelling blend of history and architecture. Soon, Grand Central Madison will also add diverse dining and shopping options to the more than 80 retailers already operating in Grand Central Terminal. Visitors will have even more reasons to indulge in some of NYC’s best cuisine, go on a shopping spree or book a tour that dives into the stories and people behind this magnificent landmark.

And together, Grand Central Terminal and Grand Central Madison stand at the center of regional transportation, civic architecture and commerce – all at once embodying New York City’s history, economy, culture and enduring optimistic spirit. Today, Grand Central Terminal welcomes hundreds of thousands of visitors daily, each with a unique story. Help create even more stories by submitting a Proposal to lease one of GCM’s first retail units.

Grand Central Madison is open, full of optimism and ready for business.

A Grand Expansion

Greater access to transportation

Grand Central Terminal's world-class transportation network already provides easy New York City access for Metro-North commuters coming from the Bronx, Westchester, and Connecticut. And with quick connections to the S, 4, 5, 6, and 7 subway lines, getting around couldn't be easier.

Commuters using the LIRR from Queens and Long Island can now enjoy this same great access. And with the opening of Grand Central Madison, traveling between LIRR and Metro-North stations is now easier, cheaper, and more accessible, making reverse commuting a practical possibility.

Faster, easier commute from Long Island

Direct access to Grand Central Terminal means LIRR passengers on all 11 service lines can save up to 40 minutes of travel per day, adding up to a total of ten days per year.

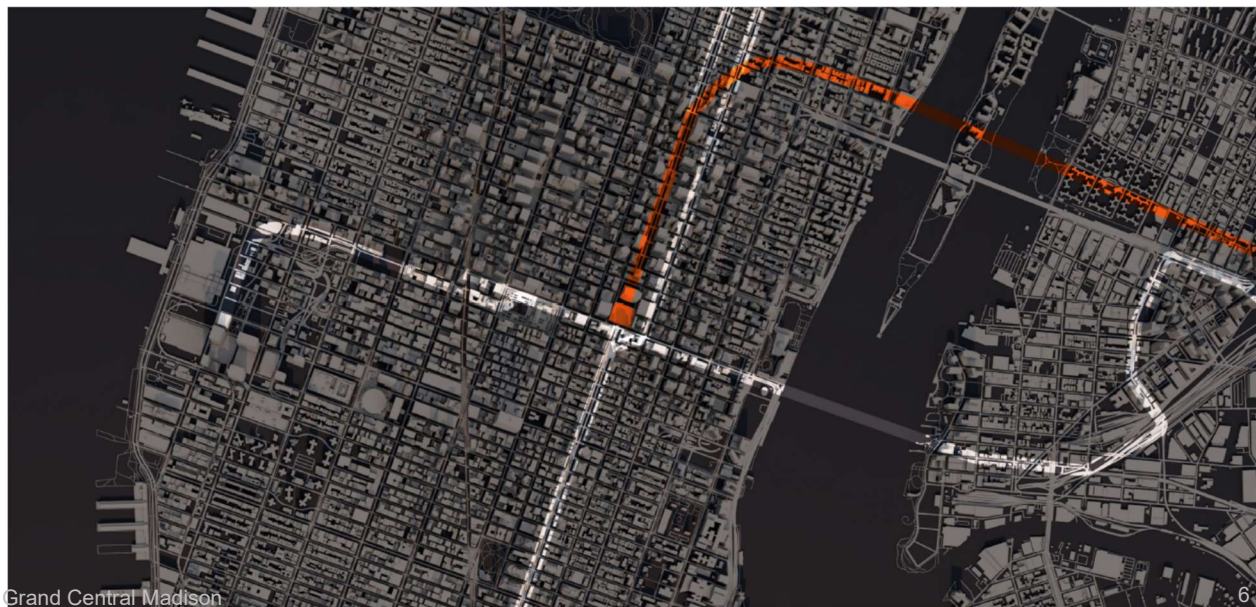
Getting to JFK Airport is an easy trip from Grand Central Madison via LIRR and the AirTrain at Jamaica Station. And traveling to attractions such as Citi Field, USTA National Tennis Center, UBS Arena and Belmont Park is a quick 22-minute ride away.

In the Center of New York's Premier Business District

Built steps below Grand Central Terminal, the newly constructed Grand Central Madison runs parallel to Madison Avenue from 43rd to 48th Streets, delivering to NYC commuters a five-city-block destination for travel and convenience.

The development of new, Class-A trophy commercial buildings anchored around Grand Central Madison is directly linked to real-time improvements in public transit and the public realm. This new generation of office buildings, including JPMorgan Chase's new global headquarters located directly above Grand Central Madison, set to open in summer 2025, will spur good jobs for New Yorkers and ensure that the area around Grand Central remains a world-class business and employment district.

Long Islanders can take full advantage of the job opportunities surrounding Grand Central, and with 75,000 daily average weekday users, Grand Central Madison provides a world-class transportation experience to more people every day than can fit in Citi Field and UBS Arena combined.





Details of Retail Space Offering

1.1 Grand Central Madison

Grand Central Madison is a state-of-the-art, eight-track, 690,000 square foot rail terminal that serves the LIRR and includes a pedestrian concourse (“Madison Concourse”) that runs parallel to Madison Avenue from 43rd to 48th Streets and a passenger mezzanine (“LIRR Mezzanine”) where LIRR trains are accessed. A truly unparalleled transit experience, the design of Grand Central Madison includes retail, art, media content programs and real-time customer information throughout the terminal. This passenger-first, service-forward approach to the user experience for both transit and non-transit customers aligns with the MTA’s core mission to preserve and enhance the quality of life and economic health of the region it serves.

GCM has captive commuter foot traffic, direct connections to Grand Central Terminal, a highly controlled environment, and offers a one-stop-shopping opportunity for the often-hectic NYC commuter. The number of customers that use GCM daily has continued on a positive growth trajectory since GCM’s 2023 opening, currently running as high as 78,000 on the busiest weekdays (Tue-Wed-Thurs) and LIRR ridership as a whole has been trending with the high-range projections in the MTA 2022-2026 Ridership and Revenue Impact Assessment prepared by McKinsey & Company in July 2022.¹

GCM is overseen by GCMOC and facility operations are provided by a third-party facility maintainer (“Facility Maintainer”) tasked with overall maintenance and operational responsibilities. MTA RED is charged with developing and managing a thriving retail program, delivering on a customer-centric strategy designed specifically for this one-of-a-kind setting.

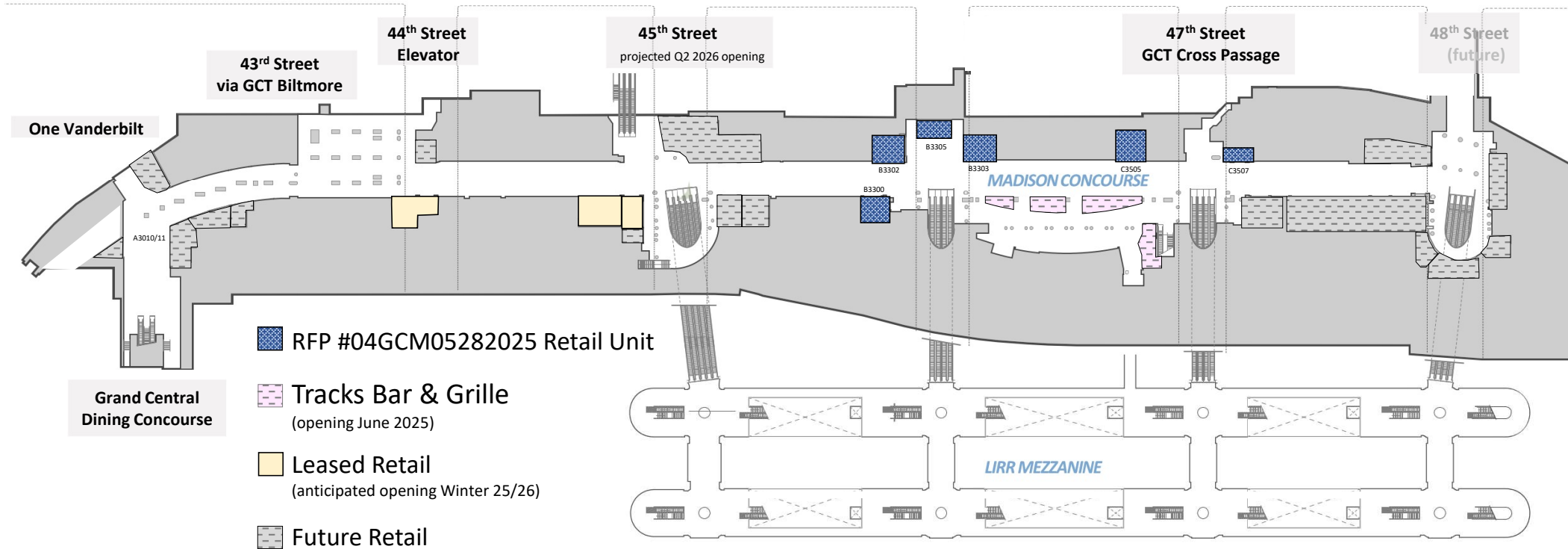
1.2 GCM Retail Program 25,000SF – 32 Retail Units

The GCM retail program is comprised of thirty-two (32) separate retail units totaling approximately 25,000 square feet of retail space, plus such other portions of the Madison Concourse’s common area (“Common Area”) that MTA, at its election, chooses to use/improve with retail kiosks, furniture or other activations. (An overview of the overall GCM Retail Program can be found on *Figure 01 – GCM Retail Lease Areas*).

Proposers may submit Proposals for one or more Retail Units offered for individual lease in this RFP: **B3300, B3302, B3303, B3305, C3505, and C3507**. Proposers that wish to Propose on more than one Retail Unit must submit separate Proposals for each such Retail Unit (e.g., separate rent proposal forms, projected sales/improvement costs, etc.), provided certain Proposer-specific information need only be submitted once (e.g., Proposer’s financial statements), all as set forth in Section 4.2. If a Proposer submits a Proposal for more than one Retail Unit, MTA may elect to award one, none or more than one Retail Unit for lease to such Proposer. And while a Proposer may be awarded more than one Retail Unit for lease, each Retail Unit will in all events have a separate stand-alone lease. MTA reserves the right to negotiate with one or more Proposers, negotiate with a Proposer for an alternate Retail Unit set forth in this RFP (i.e., if a Proposer submits a Proposal for Retail Unit B3300, MTA may negotiate with such Proposer to lease Retail Unit B3302), and to reject any and all Proposals as it may determine, in its sole and absolute discretion. This includes the right to award Leases for none, one, some or all of the Retail Units.

The Retail Units will be delivered “as is” and MTA makes no representation or warranty as to their condition. Each prospective Proposer is responsible for performing its own analysis and making its own decisions regarding such condition. MTA will not reimburse Proposers for any analysis, surveys or site or other investigations pertaining to this RFP. Retail Units B3300, B3302, B3303, C3505 and C3507 are unfinished raw spaces. Retail Unit B3305 is partially finished with some wall, floor and ceiling finishes installed.

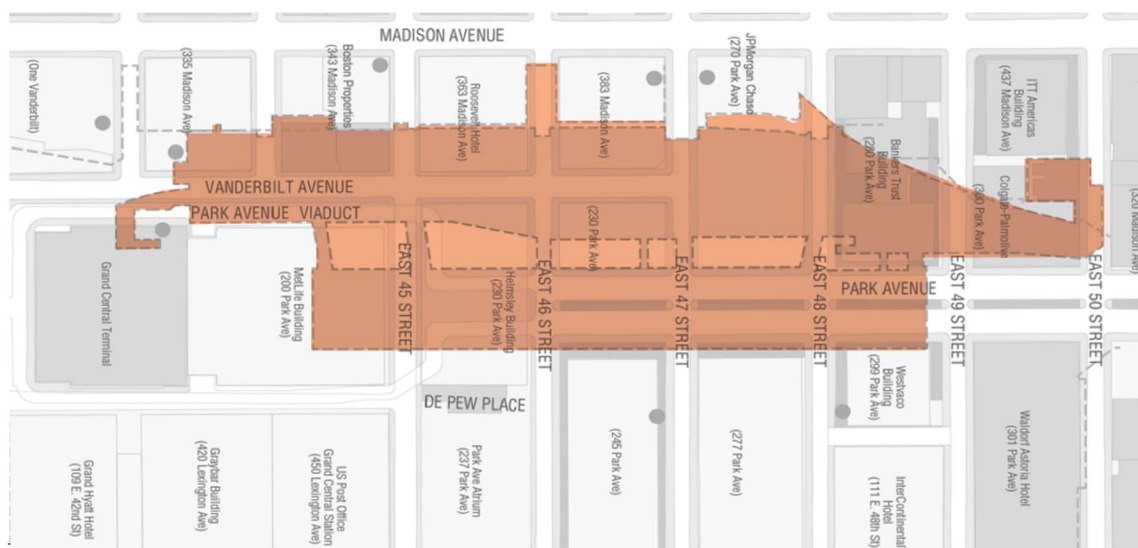
Figure 01 – GCM RETAIL LEASE AREAS



1.3 Street Level Entrances

GCM hosts several entrances that connect customers to their destinations, although MTA makes no representation as to the permanency or opening date of any such entrance:

- **42nd/43rd Street – 1 Vanderbilt, 1,401 feet tall, 1.7M SF.**² Opened in 2020, 1 Vanderbilt is the new headquarters to leading global banking, finance, and law firms. 1 Vanderbilt also houses a new 4,000-square-foot public transit hall inside the tower, providing enhanced connections to Metro-North Railroad, the shuttle to Times Square and LIRR.
- **43rd Street – 22 Vanderbilt – 29 stories, 1.1M SF.**³ With a light filled atrium, the hotel style office lobby has direct in-building access to Grand Central Terminal giving LIRR commuters direct access to 22 Vanderbilt through the Biltmore Room's escalators.
- **44th Street** – Elevators in MTA's 44th Street Vent Facility provide pedestrian access between the street level and Madison Concourse.
- **45th Street – 343 Madison, 49 stories, 750,000 SF.** On August 1, 2023, an affiliate of Boston Properties executed a 99-year ground lease with MTA, agreeing to construct a new entrance to provide direct street access to GCM at 45th Street as part of the development project.⁵ Construction of the entrance began in Summer 2024 and is expected to be completed in mid-2026.
- **46th Street – potential future entrance.**
- **47th Street – 383 Madison, 47 stories, 1.2M SF.** The former Bear Stearns building was constructed in 2002 and is currently occupied by JPMorgan Chase. The in-lobby escalators afford office-workers and street-level pedestrians a direct connection into the Madison Concourse.
- **47th Street – 270 Park Avenue, 60 stories, 14,000 employees.**⁴ 270 Park Avenue is set to be the new state-of-the-art global headquarters for JPMorgan Chase. GCM's entrance on the north side of 47th Street will exit into a large public plaza on Madison Avenue with natural green space and other amenities geared toward the residents, workers and visitors who frequent the neighborhood on a daily basis.
- **48th Street – 415 Madison, 40 stories, 342,000 SF.**⁵ Elevators currently provide pedestrian access between street level and the Madison Concourse outside of this development site. MTA expects to have a nine-escalator entrance located in the to-be-constructed building.



1.4 Lease Outline Drawings

Lease outline drawings (“LOD”) for each Retail Unit can be found on *Attachment 1 – RFP Documents and Forms*.

1.5 Retail Utilities

Retail Units are generally outfitted with basic utility stub-ins – electric conduit, chilled water connections, domestic water, floor drains, sprinkler connection, fire alarm conduit, and communications conduit. Specific information about each Retail Unit’s utilities can be found on *Attachment 1 – RFP Documents and Forms*.

The information enclosed in this RFP regarding the utility services located within each Retail Unit has been provided for informational purposes only and is made without representation or warranty. Their inclusion is not intended as a substitute for Proposers making independent verifications and judgments based on experience and due diligence.

A. ELECTRIC POWER FEEDS

All Retail Units are fitted for future electrical needs with conduit and feeder coming from a metered 480/277V electrical panel in assigned substation rooms. The electrical feeder will be provided to the Retail Unit via a disconnect switch located within the Retail Unit; this work is currently on-going by MTA and is anticipated to be completed by summer 2025.

Each Proposer that is awarded a Retail Unit and executes a lease (each a “Tenant”) will need to provide, at its cost, a stepdown transformer and distribution within its Retail Unit.

B. FIRE ALARM

The GCM fire alarm system adheres to the NFPA 72 2007 National Fire Alarm and Signaling Code. Within each retail space is one (1) fire alarm terminal cabinet (FATC) manufactured by Space Age Electronics, Part SSU00645 or equal, and one (1) IDNET addressable isolation module, Simplex part 4090-9116. Each FATC shall be provided with base building IDNET and isolation module address and connected to the base building IDNET circuit. The IDNET circuits shall have capacity to support at a minimum five (5) addressable simplex smoke or heat detectors per retail space. This installation work is currently being conducted by MTA and such work is anticipated to be completed by summer 2025.

Local devices are to be installed within the Retail Unit by the applicable Tenant and tied-in to the fire alarm monitor module system by the Facility Maintainer. Simplex Grinnell / JCI must be utilized for the installation and implementation of Retail unit fire alarm system and its components.

C. KITCHEN EXHAUST -

No Retail Unit may be used in a manner that requires a kitchen exhaust. Accordingly, Proposals that propose a use that requires a kitchen exhaust will be deemed non-responsive and therefore will be disqualified.

Proposed uses that do not require a kitchen exhaust may, in accordance with plans submitted to and approved by MTA, incorporate specified food warming equipment into their design and operation so long as, at a minimum, the following conditions are met:

1. no open cook-top cooking or equipment that produces grease laden vapors (including panini presses) are permitted;
2. no re-circulating hoods/vents (i.e. no ventless hoods) are permitted;

3. negative pressure within the Retail Unit must be maintained and demonstrated on design submissions, with affirmative testing reports being provided in order to achieve a certificate of occupancy;
4. the Retail Unit must be fully enclosed;
5. heat output calculations for the overall Retail Unit must be provided and they must demonstrate that cooling equipment capacity meets or exceeds warming equipment demand;
6. dishwashing equipment must be at a low temperature; and
7. odor control measures may be required.

Subject to final Retail Unit design approval, equipment volume and placement and HVAC capacities, examples of equipment types that may be permitted include:

- Low Temperature Hot Food Holding Cabinet
- Microwave/Steamer Oven
- Combi Oven
- Converge Multi-Cook Oven

D. COMMON AREA PROGRAMMING –

The MTA is open to additional ideas for creative uses of Madison Concourse's Common Areas. Proposers Proposing on Retail Units B3302, B3303, and B3305 may, as part of their Proposal, include ideas for the programed use of the Common Area shown in *Figure No. 2 – Common Area*, for MTA's review and approval. Further details about exclusivity, use and control will be set forth in the Retail Lease. The proposed use must secure and keep all furniture and the surrounding area clean from all debris, spills, and trash and maintain cleanliness of all tables and the immediately adjacent area at all times. MTA reserves the right to accept a Proposal for Retail Unit B3302, B3303 and/or B3305, but reject the contemplated use of the Common Area set forth in such Proposal.

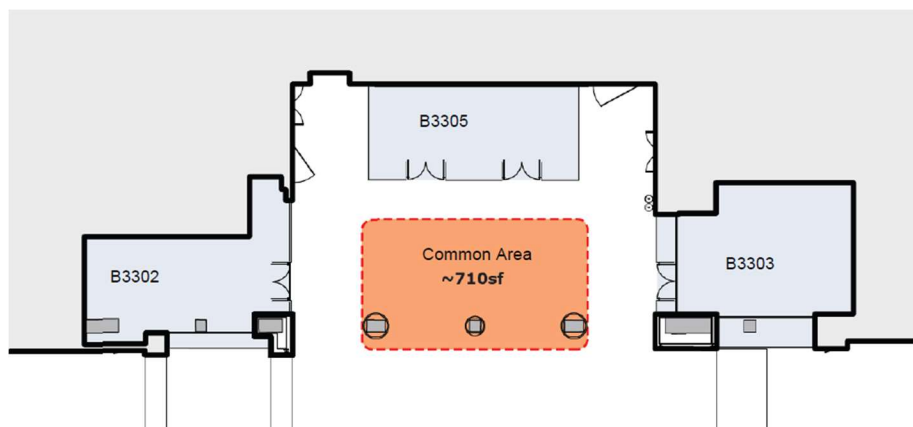


Figure 02 – Common Area

1.6 Loading Dock & Freight Elevators from Street

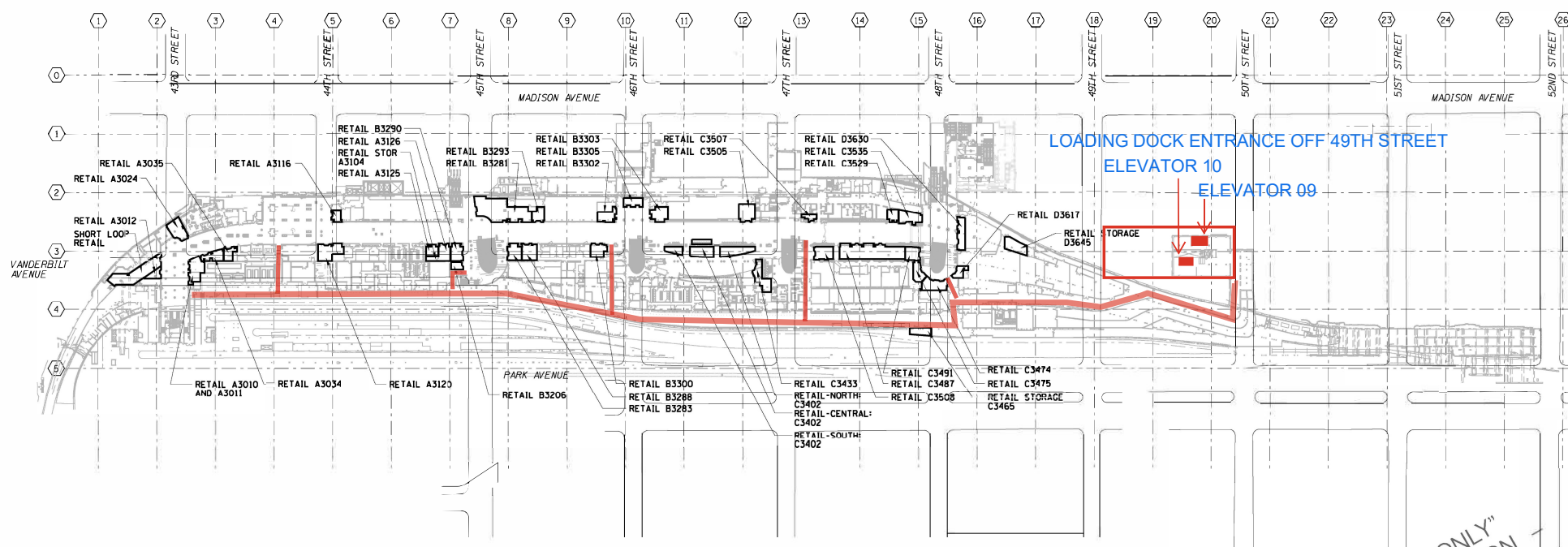
The loading dock, freight elevator and material lift are located in the 49th/50th Street Ventilation Facility and may be accessed from 49th Street between Park and Madison Avenues, as shown on *Figure 03 – Plan of Loading Dock and Back-of-House Areas*. The freight elevator and material lift provide for equipment and material delivery access to and from the street level and Madison Concourse. All Tenants must utilize the loading dock and designated freight elevators and service corridors for deliveries and shall minimize disruptions to the Common Areas.

All deliveries shall be scheduled during non-peak hours in coordination with the Facility Maintainer.

- i. The freight elevator and material lift shall be utilized on a non-exclusive basis for all deliveries.
- ii. Tenants must develop, in coordination with the Facility Maintainer and MTA, an approved delivery logistic plan , which shall obligate each Tenant to meet and accept each delivery and escort it to their particular Retail Unit.
- iii. Tenants shall adhere to their approved delivery logistic plan and all loading requirements of each elevator/lift. GCM Delivery Rules and Rules and Regulations are included in *Exhibit B- Plan of Loading Dock and Back-of-House Areas*.
- iv. Tenants must ensure deliveries are expeditiously loaded, unloaded and received at the loading dock and freight office. Deliveries shall be (i) made through the public circulation areas only to the extent necessary (e.g., by utilizing 'back of house' non-public interfacing space as much as possible), (ii) scheduled with the goal of limiting deliveries through such areas during peak hours, (iii) in a manner to avoid damage to GCM.



FIGURE 03 - LOADING DOCK AND BACK-OF-HOUSE AREAS



"FOR INFORMATION ONLY"
- NOT FOR CONSTRUCTION



Lease Agreement Terms and Conditions

Lease Agreement

2.1 Form of Lease

MTA intends to issue to the successful Proposer(s) its standard form of GCM retail lease agreement which will be used to document transactions arising out of this RFP with such changes as are appropriate to reflect the agreed upon terms (each, a "Lease"). During this RFP process, the standard form of lease may be subject to change, from time-to-time, at MTA's discretion.

2.2 Summary of Terms and Conditions

Term Sheet: Included in this RFP as *Attachment 1 – RFP Documents and Forms*, is a term sheet summarizing key terms and conditions of the Proposal. Please review it carefully and note that it includes a description of uses that will be permitted in the Retail Units. 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.

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.

Real Estate Taxes: Under current law, property owned or leased by MTA, and used for transportation purposes, is exempt from real property taxes. Accordingly, retail Tenants will have no obligation to pay real property taxes with respect to their Retail Units.

Security Deposit: If there are any successful Proposals, MTA will enter into a conditional designation letter ("CDL") in respect of each Retail Unit subject to a successful award. Simultaneously with the execution and delivery of each CDL, the successful Proposer must post a security deposit with MTA in the form of a cash deposit in the amount of \$10,000. The CDL will be returned to the Proposer only following execution and delivery of a Lease and delivery by such Proposer (Tenant) of the security deposit required by the Lease as detailed in the next sentence. Simultaneously with the execution of each Lease, Tenant must deliver to MTA a letter of credit in an amount equal to three (3) months' of the final Lease years' base rent. Such letter of credit shall secure the full and faithful performance and observance by Tenant of all the terms, covenants and conditions on Tenant's part to be performed or observed.

Construction Bond: MTA may require a construction bond to guarantee completion of all construction work undertaken by Tenant. Tenant may be required to submit additional security in the form of cash or a letter of credit to guarantee performance and completion of construction in accordance with approved plans.

Lien Law Bond: Where permanent improvements will be made costing an excess of \$250,000 in the aggregate, a lien law bond or other undertaking complying with Article 2, Section 5 of the New York Lien Law will be required. This requirement may not be waived.

Lease Guaranty: MTA reserves the right to require a lease guaranty from an upstream parent or creditworthy principal if MTA determines, in its sole discretion, that the Proposer lacks sufficient assets and/or liquidity.

2.3 Tenant Role and Responsibilities

A. Improvements, Plan Review, and Permitting

Tenant shall be responsible, at its sole cost and expense, for completing all improvements to its Retail Unit, making all necessary installations to fit out the Retail Unit for the permitted use(s) and proposed business operations.

All improvements will be made at the sole cost and expense of Tenant and will become the property of MTA (or its designee) upon the expiration or earlier termination of the Lease.

All work must be performed in a good and workerlike manner, completed promptly after approval of the construction plans, must conform to all applicable legal requirements, and adhere to all construction and safety rules and regulations as outlined in *Exhibit A– Construction and Safety Rules*.

B. Building Permits and Approvals

Tenant's architectural and engineering plans and specifications will be subject to New York State Uniform Fire Prevention and Building Code and must be submitted to MTA for review and approval (rather than the NYC Department of Buildings) as code compliance regulator. Plans must be prepared by a New York State-licensed architect or engineer.

Tenant will be required, at its sole cost and expense, to comply with all applicable federal, state, and local legal requirements as they relate to permits and approvals for the operation of its business at the Retail Unit.

Tenant will be required to submit design review and permit fees as set forth in the Term Sheet.

C. Signage, Storefronts, and Merchandising

Tenants are required to adhere to GCM's design criteria guidelines which are included with this RFP as *Exhibit B – Grand Central Madison Design Guidelines*.

D. Insurance

Insurance requirements will fully set forth in the Lease and will include, at a minimum, commercial general liability insurance, workers' compensation insurance, and all-risk property insurance policies. Refer to *Exhibit C - Insurance Requirements*.

E. Reporting and Recordkeeping

Tenant must maintain books and records with respect to all gross receipts and expenses relating to its Retail Unit. Additionally, Tenant will be required to: provide monthly sales reports and annual audited statements to MTA with respect to gross receipts.

F. Operations, Maintenance and Utilities

Tenant will be responsible for all interior and exterior Retail Unit maintenance and repairs throughout the term of the Lease.

Lessee will be required, at its sole cost and expense, to:

- 1) Operate and maintain its Retail Unit in a high-quality and professional manner.

- 2) Coordinate with the Facility Maintainer in order to maintain oversight of deliveries of goods and products (Tenant, and not the Facilities Maintainer, will be required to receive and escort third-party deliveries from the loading dock to its Retail Unit).
- 3) Take such corrective action as may be necessary to maintain its Retail Unit in acceptable condition as required by MTA, the NYC Department of Health, and all other applicable Governmental Authorities.

G. *Janitorial Services and Waste Removal*

Tenant must maintain its respective Retail Unit in a clean and sanitary manner, ensuring that the entire Retail Unit is kept free of rubbish and spills. Tenant will coordinate with the Facility Maintainer who will be responsible for cleaning Common Areas not in use by Tenants. Tenants shall be responsible for organizing their trash for removal from its Retail Unit by the Facility Maintainer.

H. *Common Area Maintenance*

MTA will administer "Common Area Maintenance" charges associated with cleaning and maintaining the Common Area, which charges shall be payable by Tenant in accordance with its respective Retail Unit's proportion of Square Footage.

2.4 Inspections

Each Retail Unit may be inspected at any time by representatives of MTA, the New York City Department of Health and any other governmental authority having jurisdiction. MTA will not be liable to Tenant for any losses or damages of any nature whatsoever occasioned by such inspections, including claims for interruption of use or loss of business revenue. Tenant shall take such corrective action as may be necessary to maintain the Retail Unit in acceptable condition as required by MTA, the New York City Department of Health and any other governing agency.

MTA and the Facilities Maintainer (and its subcontractors) will also have the right to enter into the Retail Unit in order to perform building operations work, subject to the terms of the Lease.

2.5 Alcohol Sales and Prohibited Uses

Proposers seeking to engage in alcohol sales must demonstrate a thorough knowledge of all applicable legal requirements governing the sale of alcohol in the State of New York. All food and beverage operators selling or serving alcohol will be required to obtain all necessary government licenses.

MTA reserves the right to prohibit or restrict any use or the sale of any items including, but not limited to:

- Any use not ancillary and incidental to the permitted use defined in Lease;
- Any use as a dry-cleaner plant or discotheque;
- The use or storage of any illuminating oils, candles, oil lamps, turpentine, benzene, naphtha, or other similar substances or, flammable materials or explosives of any kind;
- Any unlawful, unethical, or illegal business use or purpose (including any use that violates any certificate of occupancy, certificate of completion or occupancy permit with respect to the Retail Unit);
- Any business, use or purpose reasonably deemed to be disreputable or extra hazardous;
- Any use that is offensive to customers or employees, as determined by MTA;
- Any use that tends to annoy or inconvenience other tenants, licensees or customers, as determined by MTA;
- Any use that creates or constitutes a nuisance (public or private) of any kind;

- Any use as a so-called “head shop” or “vape shop,” or the display, sale, use, promotion, consumption, growing, cultivation, manufacturing, administration, dispensing, processing, distribution, storage or possession of any cannabis, marijuana, or cannabinoid product or compound, products containing or associated with marijuana, cannabidiol (a/k/a CBD) or tetrahydrocannabinol (a/k/a THC), whether or not designated or used for medicinal purposes, and regardless of the legality or illegality of the same, or offices (administrative, executive, general or otherwise) in connection with any of the foregoing activities;
- Any use for the display, sale, use or promotion of any tobacco products or compounds, including cigarettes, cigars, pipe tobacco and chewing tobacco, e-cigarettes and products, and vaping devices and products;
- Any gambling or gaming use (including use as on an off-track-betting facility or as a casino);
- The sale or use of guns;
- The storage, display or sale of explosives or fireworks;
- Any use that would make void or voidable any insurance then in force with respect to the Retail Unit, or any use that violates any insurance requirements;
- Any residential, industrial, or manufacturing use or as offices or residences for any foreign government or any business owned in whole or in part by a foreign government;
- Any use as a massage parlor or as a pawn shop;
- Any use for the conduct of any fire, bankruptcy, auction, or “going out of business” sale;
- Any use that may cause injury or damage or could reasonably be expected to cause injury or damage, to the Retail Unit or any other portion of GCM; and
- Any use for the operation of any amusement centers, arcade, gaming machines, video entertainment or other kinds of electronic or mechanical entertainment device.

2.6 General Conditions

MTA makes no representation or warranty whatsoever with respect to this RFP or any of the Retail Units, including, without limitation, representations, or warranties as to the accuracy or completeness of any information or assumptions contained in this RFP or otherwise furnished to prospective Proposers, the current or future actual or projected ridership of GCM, the condition of GCM, including the Common Area, Madison Concourse, entrances and the Retail Units, including for any specific uses. Proposers should make their own analyses and evaluations of the income potential and profits and expenses of the Retail Units, as well as the physical condition, operation, maintenance requirements, layout, size, building systems, and structural integrity thereof, and, except as the applicable Lease may ultimately otherwise expressly and specifically provide, proposers shall not be entitled to rely upon any statement or information given to proposers by MTA or any of its affiliates or subsidiaries (or any of their respective employees or agents), including without limitation, any information contained in this RFP or in any other documents cited in the RFP or made available during the RFP process.

This RFP does not constitute an offer to lease any Retail Unit or any portion thereof, nor a solicitation of offers to lease any portion thereof. No member of MTA, nor any affiliate or subsidiary of any of the foregoing (nor any officer, employee, or agent thereof), shall incur any obligation or liability on account of any submission made in connection with this RFP (nor shall any Proposal be deemed accepted) unless and until a definitive agreement setting forth all the terms and conditions of a transaction has been fully negotiated and a written Lease incorporating such terms and conditions has been fully executed and unconditionally delivered by all the parties thereto and all necessary consents and approvals have been obtained including, without limitation, approval of such Lease by MTA’s Board of Directors, if such review and/or approval is required.

The information provided in this RFP is summary in nature and has been prepared without audit or verification. No representation or warranty of any kind either expressed or implied, is made with respect to such information by MTA, any affiliate, or subsidiary, or by any officer, employee, or agent thereof. Proposers must recognize that the Retail Units are being offered on an “as-is” basis and that Proposers’ Proposals must rely solely on their own independent study. A detailed independent investigation by each Proposer should be made before submitting a Proposal.

Under no circumstances shall any of MTA of its subsidiaries or affiliates or any their respective officers, employees, or agents, be liable for any of the costs of any Proposer or selected Tenants in connection with preparing a Proposal in response to this RFP, negotiating with MTA, or otherwise participating in this RFP process

2.7 Involvement of Brokers

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



RFP

Information and Schedule

RFP

Information and Schedule

3.1 Submission Deadline

Proposals must be received by 12:00 p.m. EST on July 16, 2025. Proposals submitted after such deadline will, at the MTA's sole discretion, only be considered if MTA determines that such consideration is in the public interest. Each Proposal must include all items outlined in Section 4 of this RFP. Proposals not including all required items may be rejected.

One electronic copy should be e-mailed in pdf format (with the subject line "Proposal Submission, Grand Central Madison") by the date listed above to:

Giorgio Del Vecchio | Senior Transaction Manager
CBRE Advisory & Transaction Services
Giorgio.DelVecchio1@cbre.com

Proposers must be available to make an in-person oral presentation if requested by the MTA.

A summary of all responsive Proposals received shall be publicly disclosed in the agenda for the meeting of the Finance Committee of the MTA Board at which the transaction will be considered for approval. Or, if three or more responsive Proposals are received for a particular Retail Unit, and the Lease is to be awarded to the Proposer who received the highest criterion score, MTA RED may instead list the Lease in chart form in the Finance Committee meeting agenda (listing all Proposers and their offers) after the Lease is executed.

3.2 Site Visit

A site visit will be held from 2:00- 3:30PM on Wednesday, June 11th, 2025. All prospective Proposers must confirm attendance by notifying **Giorgio Del Vecchio** via email at giorgio.delvecchio1@cbre.com no later than end-of-day Tuesday, June 10th, 2025 with the name of the representative who will attend the site tour, accompanied by the company name, e-mail and phone number. Once you have confirmed participation, the meeting location will be forwarded.

Additional site visits may be requested for after the tour date listed above by contacting CBRE giorgio.delvecchio1@cbre.com

Site tours shall be informal to the extent that MTA shall not be bound by any statement made at the site tour unless such statement is subsequently memorialized in an addendum by the MTA, which is issued to all prospective Proposers.

3.3 Designated Point of Contact for this RFP

Please be advised that this RFP procurement is subject to New York State's State Finance Law Sections 139-j and 139-kl ("Lobbying Law"). Accordingly, from the date of issuance of this RFP until the award of a resulting Leases, a prospective Proposer is not permitted to contact any MTA personnel other than the following designated point of contact:

Giorgio Del Vecchio | Senior Transaction Manager

CBRE Advisory & Transaction Services

200 Park Avenue, New York, NY, 10166

C 631.747.0308

Giorgio.DelVecchio1@cbre.com

Contact with anyone else at the MTA relating to the 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 government entities. Exceptions to this rule include communications with regard to protests, RFP site visit preparation, and lease negotiations.

The Lobbying Law defines “contact” as oral, written, or electronic communications with MTA during the procurement process which is intended to influence the procurement. A violation of the New York State Lobbying Law will be reported and may result in a non-responsibility determination, disqualification from award or debarment for a period of up to four years. For additional information about the New York State Lobbying Law, contact the NYS Office of General Services at (518) 474-5607 or <http://www.ogs.ny.gov/ACPL/>.

3.4 Proposer Questions

Any questions regarding this RFP must be made in writing by e-mail only and submitted to:

CBRE Advisory & Transaction Services

Giorgio.DelVecchio1@cbre.com

All answers to such questions, as well as all additional provisions MTA may decide to include in this RFP, will be issued in writing by MTA as addenda to this RFP.

3.5 MTA Reservation of Rights and Additional Terms

All data contained in this RFP document is provided for information purposes only. Proposers must make their own assessment of the risks and viability of proceeding with this business opportunity and proposal process. Notwithstanding any other provision of this RFP, and without any liability to any prospective Proposer, MTA :

- A. Reserves the right to seek additional information, including best-and-final offers, from one or more Proposers in connection with its RFP submission. Such information shall be provided by the Proposer within the timeframe specified by MTA.
- B. Reserves the right to negotiate with one or more Proposers and to reject any and all Proposals as it may determine, in its sole and absolute discretion. This includes the right to award Leases for none, one, some or all of the Retail Units.
- C. Reserves the right to postpone submission deadlines or cancel this RFP at any time including before its execution, if MTA deems such postponement or cancellation to be in its best interest. In no event will MTA have any liability whatsoever for cancellation of an award prior to execution of a lease. All Proposers assume sole risk and responsibility for their expenses prior to execution of the Lease Agreement between MTA and a successful proposer.

- D. May clarify or modify any of the terms and conditions or waive any requirement of this RFP
- E. Assumes no liability for any costs that the Proposer incurs as a result of responding to this RFP and Lease negotiations, if any, related to this RFP. The awarded Proposer(s) shall not bill the MTA for any expense that was incurred prior to the time that the MTA and the Proposer signs a Lease Agreement awarded from this RFP.
- F. Reserves the right to negotiate with a Proposer for an alternate Retail Unit set forth in this RFP (i.e., if a Proposer submits a Proposal for Retail Unit B3300, MTA may negotiate with such Proposer to lease Retail Unit B3302).
- G. Reserves the right to accept a Proposal for Retail Unit B3302, B3303 and/or B3305, but reject the contemplated use of the Common Area set forth in such Proposal.

No Proposer shall have any rights against MTA arising at any stage of the solicitation (i) based upon any negotiations that take place, and/or (ii) because MTA does not select a Proposer for negotiations, and/or (iii) if the MTA, for any reason, determines not to make an award for any or all of the Retail Units. A Proposal shall be irrevocable for a period of no less than 120 days from the Proposal due date.

A Lease will not be effective until (A) executed by Tenant and all deliverables received by MTA and (B) presented to and approved by MTA's Board of Directors, if such review and/or approval is required, and thereafter executed by MTA and unconditionally delivered to Tenant.

In accordance with Public Authorities Law §2879-a, a Lease resulting from this RFP may be subject to review and/or approval by the Office of the State Comptroller (OSC), and shall not be valid, effective or binding until it has been approved by OSC, if such review and/or approval is required.

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.

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

The Retail Units will be delivered "as is" and the MTA makes no representation as to their condition. Each prospective Proposer will be responsible for making its own analysis and decisions regarding such condition. MTA will not reimburse Proposers for any surveys or site investigations.

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.



Proposal Content and Criteria

Proposal

Content and Criteria

4.1 RFP Information

This RFP establishes a competitive process for MTA's selection of retail tenants for six Retail Units located within GCM based upon MTA's best interests, the business requirements described in this RFP, and the criteria described below.

In order to be considered for selection, Proposals must conform in substance and form with all listed elements and required forms, and comply with the business requirements described in this RFP. In the evaluation of proposals, favorable consideration will be given to Proposers who clearly demonstrate an understanding of, and responsiveness to, MTA's specific needs and requirements as described in this RFP.

The six Retail Units offered for individual lease in this RFP are **B3300, B3302, B3303, B3305, C3505, and C3507**. Proposers may submit Proposals for one or more of such Retail Units. Proposers that wish to Propose on more than one Retail Unit must submit separate Proposals for each such Retail Unit (e.g., separate rent proposal forms, projected sales/improvement costs, etc.) (Attachment 1) provided certain Proposer-specific information need only be submitted once (e.g., Proposer's financial statements) (Attachments 2 - 5). In the event that a Proposer submits a Proposal for more than one Retail Unit, MTA may elect to award one, none or more than one Retail Unit for lease to such Proposer. And while a Proposer may be awarded more than one Retail Unit for lease, each Retail Unit will in all events have a separate stand-alone lease.

4.2 Proposal Content

All Proposals must include the following:

1. Cover Letter: Proposers must include a cover letter that identifies a designated point of contact, or an individual who has decision-making authority on behalf of the Proposer's, and that individual's contact information.
2. Executive Summary:
 - a. Company history, size, years in operation, lines of business, company brochure, annual report, photographs of existing retail locations, or other similar material, as appropriate and available, that fully describes Proposers overall company mission and business strategy.
 - b. Narrative that provides a comprehensive description of the proposed retail concept and use, including price range of merchandise and sample menu.
 - c. Description of proposed scope of work to improve the Retail Unit, including a general layout, description of proposed finishes and fixtures, a list of proposed food warming equipment (as applicable), and a description of any mechanical and/or structural (i.e. wall openings) improvements planned. Include any sketches or renderings that may help convey the overall vision.
3. Term Sheet: Proposals must include a fully completed and signed **Term Sheet**, which form is included in *Attachment 1 – RFP Documents and Forms*.

NOTE: For Proposers submitting Proposals for more than one Retail Unit, a separate Term Sheet is required for each Retail Unit being Proposed on.

4. Rent Proposal Form: Proposals must include a fully completed and signed **Rent Proposal Form**, which form is included in *Attachment 1 – RFP Documents and Forms*.

NOTE: For Proposers submitting Proposals for more than one Retail Unit, a separate Rent Proposal Form is required for each Retail Unit being proposed on.

5. Projected Sales and Design & Construction Investments Form: Proposals must include a fully completed **Projected Sales and Design & Construction Investment Form** to include a preliminary Design and Construction budget, which form is included in *Attachment 1 – RFP Documents and Forms*

NOTE: For Proposers submitting Proposals for more than one Retail Unit, a separate Projected Sales and Construction Investment Form is required for each Retail Unit being proposed on.

6. Prospective Tenant Information and Financial Statement: Proposals must include a fully completed and notarized **Prospective Tenant Information and Financial Statement** form, which form is included as Attachment 2 – Prospective Tenant Information Financial Statement Form.

NOTE: For Proposers submitting Proposals for more than one Retail Unit, only one Prospective Tenant Information Financial Statement Form is required.

7. W-9 Taxpayer Identification Number and Certification

Proposal submissions must include a fully completed and signed Taxpayer Identification Number and Certification, which form can be found in the following link: [Form W-9 \(Rev. March 2024\) \(irs.gov\)](https://www.irs.gov/pub/irs-soi/2023501/formw9.pdf)

NOTE: For Proposers submitting Proposals for more than one Retail Unit, only one Taxpayer Identification Number and Certification is required.

4.3 Additional Requirements

Proposer's must also include the following information in their Proposal submission:

- 1) Iran Divestment Act

This Lease is subject to New York State Finance Law 165-a, Iran Divestment Act of 2012, which requires the Office of General Services to post on its website <http://www.ogs.ny.gov/about/regs/docs/ListofEntities.pdf> a list of persons who have been determined to engage in investment activities in Iran. MTA may not enter into or award a contract unless it obtains certification, *Attachment 5 – Iran Divestment Act Certification*, from a Proposer that they are not on the list. Certification must be returned with proposal documents.

- 2) Executive Order No. 16 Certification

Pursuant to New York State Executive Order No. 16, effective March 17, 2022, MTA and its Agencies are prohibited from contracting with entities conducting business in Russia. As part of the RFP submission, the Proposer must complete the Executive Order No. 16 certification annexed hereto as *Attachment 6 – Executive Order No. 16 Certification*.

- 3) NYS Finance Law Sections 139-j and 139-k Certification

Chapter 1 of the Laws of 2005, as amended by Chapter 596 of the Laws of 2005 (collectively referred to as the "Lobbying Law"), was signed into law by the Governor of the State of New York in August 2005. The Lobbying Law makes major changes to the Legislative Law and State Finance Law, which regulate lobbying on government procurement initiatives. In particular, the Lobbying Law creates two new sections in the State Finance Law: Section 139-j to address restrictions on "contacts" during the procurement process; and Section 139-k to address the disclosure of contacts

and the responsibility of bidders and proposers during procurements. These sections were effective as of January 1, 2006.

If it is found that a Proposer has knowingly and willfully violated State Finance Law Section 139-j (3), the Proposer and any of its subsidiaries, related or successor entity will be determined to be a non-responsible bidder and shall not be awarded the contract. A subsequent finding of non-responsibility by any vendor or contractor within four years of a prior determination of non-responsibility results in the vendor or contractor being ineligible to submit a proposal on or be awarded any procurement contract for four years from the date of the second finding of non-responsibility. See State Finance Law Section 139-j (10) (b).

Attachment 7 - Compliance with New York State Finance Law Sections 139-j and 139-k is attached and made part of this RFP in compliance with the Lobbying Law. In complying with the Lobbying Law, Proposers are required to complete and submit with their proposal the two forms (Form 1 and Form 2) attached to Attachment 7 herewith. For additional information regarding the Lobbying Law, all Proposers are urged to contact the New York State Office of General Services at (518) 474-5607, or access their website:

[Advisory Council on Procurement Lobbying | Office of General Services \(ny.gov\)](#)

4.4 Evaluation and Selection

A. THRESHOLD CRITERIA – MINIMUM QUALIFICATIONS

First, Proposals will be evaluated with respect to the threshold criteria listed below and any Proposal that does not meet all the threshold criteria requirements will be eliminated from further evaluation. To ensure consideration, Proposals must be complete and contain all the information required by this RFP, including information needed to assess the evaluation criteria described herein.

- 1) Proposer must have a minimum of 10 years of retail operation experience.
- 2) Proposer must demonstrate that it has the necessary financial resources and wherewithal to meet the RFP objectives and successfully develop and manage their Retail Unit at GCM for the duration of the term.
- 3) Proposer must demonstrate capacity to diligently perform retail operations and management, exhibiting knowledge of industry best practices.
- 4) Proposer must provide examples of having previously and successfully accomplished similar retail development and management objectives as described in this RFP.

B. EVALUATION CRITERIA

Proposals that meet the threshold criteria listed above will then be evaluated by based on the following criteria:

- 1) Responsiveness to the RFP and demonstrated understanding of the objectives, requirements, and constraints of the undertaking.
- 2) Nature of proposed business and quality of Proposer's business plan.
- 3) Overall contribution to the GCM retail program and potential benefit to MTA's customers.
- 4) Present value of proposed compensation to MTA, including the present value to MTA (if any) of any improvements to be paid for by the Proposer.
- 5) Experience and qualifications of personnel; management and operational experience of Proposer.

- 6) Quality of proposed improvements.
- 7) Compatibility and consistency of proposed use with GCMOC operations.

In making the determination as to which proposal is most advantageous and offers the best overall value to the MTA, MTA will review Proposals in relation to all evaluation criteria listed above and MTA's objective of maximizing the long-term aggregate revenues that the MTA derives from the leasing of the commercial space at GCM (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 GCM's standing as one of the world's most beautiful passenger stations and one of New York City's greatest public spaces.



Exhibits, Attachments, And Endnotes

Exhibits, Attachments And Endnotes

5.1 List of Exhibits and Attachments

Exhibit A – Grand Central Madison Construction Safety can be downloaded through the following link: [Exhibit-A-GCM-Construction and Safety Rules.pdf](#)

Exhibit B – Grand Central Madison Design Guidelines can be downloaded through the following link: [Exhibit-B-GCM-Retail-Design-Guidelines.pdf](#)

Exhibit C – Insurance Requirements

Exhibit D - Grand Central Madison Concourse Pedestrian Behavior Analysis

Attachment 1a – RFP Documents and Forms for Retail Unit #B3300

Attachment 1b - RFP Documents and Forms for Retail Unit #B3302

Attachment 1c – RFP Documents and Forms for Retail Unit #B3303

Attachment 1d – RFP Documents and Forms for Retail Unit #B3305

Attachment 1e – RFP Documents and Forms for Retail Unit #C3505

Attachment 1f – RFP Documents and Forms for Retail Unit #C3507

Attachment 2 – Prospective Tenant Information and Financial Statement Form

Attachment 3 – Iran Divestment Act Certification

Attachment 4 – Executive Order No. 16 Certification

Attachment 5 – New York State Finance Law Sections 139-j and 139-k Certificates

5.2 Endnotes

¹ [91791 \(mta.info\)](#)

² [SL Green Celebrates the Historic Opening of One Vanderbilt Avenue \(gcs-web.com\)](#)

³ [22 Vanderbilt](#)

⁴ [Boston Properties finalizes ground lease for Madison Avenue tower | Crain's New York Business \(crainsnewyork.com\)](#)

⁵ [Final Steel Beam Raised at JPMorgan Chase's New Global Headquarters at 270 Park Avenue](#)

⁶ [NYC Planning – Zoning Application SearchBoard](#)

EXHIBIT C

SCHEDULE OF INSURANCE REQUIREMENTS

This Schedule of Insurance applies to tenants, licensees, concessionaires, and other occupants and their respective contractors performing work at the area leased or licensed (as applicable) under the Lease Agreement or License Agreement (as applicable) to which this Schedule of Insurance is attached. Accordingly, references to “Tenant” in this Schedule of Insurance includes tenants, licensees, concessionaires and other occupants; references to “Landlord” include the Landlord under any Lease Agreement and the Licenser under any License Agreement (as applicable); references to the “Premises” include the premises under any Lease Agreement and the Licensed Area and any Storage Space under any License Agreement; and references to “Lease” include the Lease or License Agreement, as applicable, to which this Schedule of Insurance is attached.

D1. Insurance Requirements

I. Tenant’s Insurance

At all times during the License Period, and at all times that Tenant or any Person holding under or through Tenant is in occupancy of the Premises or performing Alterations to the Premises, Tenant, at its sole cost and expense, must maintain and cause its subtenants to maintain in force at all times, policies of insurance in accordance with the terms set forth below. The policy forms and coverage must be approved by Landlord.

1. **Workers’ Compensation Insurance** as required by statute in the State of New York or, if the Premises are located in another state, the state in which the Premises are located; and

Employer’s Liability Insurance with limits of not less than \$1,000,000 bodily injury per accident; \$1,000,000 bodily injury by disease; and \$1,000,000 annual aggregate. Employer’s Liability Limits for work conducted outside the State of New York require limits of at least \$2,000,000 bodily injury by accident, \$2,000,000 bodily injury by disease; and \$2,000,000 annual aggregate.

If Tenant (or, if applicable, subtenant) is from or has operations outside the State of New York, it must provide proof that its workers’ compensation insurance policy has been endorsed to include “other states coverage.” If Tenant leases one or more employees through the use of a payroll, employee management, or other similar company, then Tenant must procure worker’s compensation insurance written on an “if any” policy form, including an endorsement providing coverage for alternate employer/leased employee liability.

2. **Commercial General Liability (“CGL”) Insurance**, including a contractual liability endorsement, and personal injury liability coverage, covering claims for personal and advertising injury, bodily injury and property damage in respect of the Premises and the conduct or operation of business in, on or about the Premises in Tenant’s name, in the case of Tenant’s insurance (and, if applicable, subtenant’s name in the case of its insurance) and in a form providing coverage no less broad than that of ISO Commercial General Liability Insurance policy (Occurrence Form, number CG 00 01), with limits of not less than \$5,000,000 [NOTE: INCREASE TO \$10,000,000 FOR RESTAURANT LEASES AND OTHER LEASES WITH RENTABLE AREA OF 10,000 sf OR MORE] (annually and per location) combined single limit for bodily injury (including death) and property damage

liability in any one occurrence. The limits of such insurance shall renew annually and may consist of and be satisfied by a combination of primary coverage of not less than \$1,000,000 and umbrella or excess coverage above such primary amount meeting the requirements for umbrella or excess coverage set forth below.

Such policy must be written on an occurrence form and shall include the following coverages:

- Independent Contractors and contractor liability;
- Contractual Liability assumed by Tenant under the Lease, including Tenant’s defense and indemnification obligations under Article 12 (GCT Leases) or Article 19 (All-Agency Leases);
- Personal and Advertising Injury Coverage;
- If the tenant is in the business of selling, serving or manufacturing alcohol at or about the Premises, Liquor Liability coverage with separate limits of liability of \$3,000,000 per occurrence and with any Host Liquor Liability exclusion removed. In addition, the policy must include Additional Insured Endorsement (I.S.O. Form CG 20 11 04 13 version or equivalent) naming as additional insureds the Indemnitees under **Section D2**.

3. **Business Automobile Liability Insurance** covering all owned, non-owned, and hired vehicles on and off-site for claims arising out of the ownership, maintenance or use of any such vehicle. Such insurance shall provide coverage no less broad than that of the standard ISO Comprehensive Automobile Liability policy (CA 00 01, CA 00 05, CA 00 12, CA 0020), with limits of not less than \$2,000,000. Any statutorily required “No-Fault” benefits and uninsured/underinsured motorist coverage must be included. [NOTE: THIS COVERAGE IS REQUIRED ONLY IF TENANT OWNS OR REGULARLY LEASES AUTOMOTIVE VEHICLES.]

4. **Umbrella/Excess Liability Insurance**, if any, being maintained to satisfy the limits required for Commercial General Liability insurance above the limits required to be maintained by primary coverage, must be written on an occurrence basis in excess of the primary coverage limits indicated for Commercial General Liability, Employer's Liability, and Business Automobile Liability Insurance identified above, and must be at least as broad as each and every one of the underlying policies. The umbrella/excess liability policies must be written on a "drop-down" and "following form" basis, with only such exceptions as may be expressly approved in writing by Landlord.
5. **Property Insurance.** "All risk" (currently "special form") property insurance, including insurance against water damage, which does not exclude backup from sewers or drains and/or sprinkler leakage, and against such other additional perils (including earthquake, flood and terrorism) as may be required by Landlord from time to time, covering physical damage or destruction to the Tenant's Personal Property, Alterations (including Initial Work) and Trade Fixtures. Such insurance must be in an amount equal to 100% of the full replacement cost thereof, without deduction for depreciation and with no co-insurance requirement or limitation and must cover increases in costs incurred by reason of changes in ordinances or laws. Such insurance policy must name Landlord as a loss payee (as its interest may appear) and must provide that adjustment of the loss will require Landlord's consent and that the proceeds thereof shall be payable to Landlord, to be held and disbursed as provided in Article 10 of the Lease; provided, however, that the proceeds with respect

to Tenant's Personal Property which Tenant has a right to remove at the end of the License Period (as opposed to Tenant's Alterations and Trade Fixtures) may be payable directly to Tenant. Such coverage shall also include boiler and machinery insurance, at full replacement cost, if there is a boiler, supplementary air conditioner or pressure object or similar equipment in the Premises or exclusively servicing the Premises. If required by Landlord, Tenant also must maintain Business Income Loss Insurance on an actual loss sustained basis with all risk coverage, with an overall policy limit of not less than twelve (12) months' revenue, but in no event in an amount less than Fixed License Fee for a period of at least twelve (12) months. If the Premises includes a storefront with a plate glass window, Tenant must maintain plate glass insurance, at full replacement value.

II. Contractor's Insurance

At all times that Tenant or any Person holding under or through Tenant is performing any Alterations (including any Initial Work), Tenant shall cause each of such contractors to carry, and to require each of the subcontractors, architects and engineers to carry, to the extent provided below, insurance of the types and with minimum limits of coverage described below, which policies must be kept in force at all times during the construction or installation of any Alterations, together with such

additional insurance or increased coverages as Landlord may require. The policy forms and coverage must be approved by Landlord.

1. **Workers' Compensation Insurance** as required by statute in the State of New York, or, if the Premises are located in another state, the state in which the Premises are located where the Alterations will be performed; and

Employer's Liability Insurance with limits of not less than \$1,000,000 bodily injury per accident; \$1,000,000 bodily injury by disease; and \$1,000,000 annual aggregate. Employer's Liability limits for work conducted outside the State of New York require limits of at least \$2,000,000 bodily injury per accident, \$2,000,000 bodily injury by disease; and \$2,000,000 annual aggregate.

If the contractor or subcontractor is from outside the State of New York, it must provide proof that its workers' compensation insurance policy has been endorsed to include "other states coverage." In addition, if the contractor or subcontractor leases one or more employees through the use of a payroll, employee management, or other similar company, then such contractor must procure worker's compensation insurance written on an "if any" policy form, including an endorsement providing coverage for alternate employer/leased employee liability.

2. **Commercial General Liability ("CGL") Insurance**, including a contractual liability endorsement, and personal injury liability coverage, covering claims for personal and advertising injury, bodily injury (including death) and property damage arising out of the Alterations (including the Initial Work), in a form providing coverage no less broad than that of ISO Commercial General Liability Insurance policy (Occurrence Form, number CG 00 01), with combined single limits on a per project basis (annually and per location) for bodily injury (including death) and property damage of not less than \$1,000,000 each occurrence; \$2,000,000 aggregate for products-completed operations and \$2,000,000 general aggregate limit. The limits of such insurance shall renew annually. Notwithstanding the foregoing, the minimum limits set forth above of \$1,000,000 and \$2,000,000, respectively, shall be increased to \$2,000,000 and \$4,000,000, respectively, for any Initial Work or other Alteration (other than a minor Alteration) if (a) the Premises

will be used for a restaurant or event space, (b) the Premises consists of an entire building, (c) the Lease requires Tenant to perform Landlord's Work as part of or in addition to the Initial Work, or (d) the estimated cost of the Initial Work is likely to exceed \$100,000. The limits of insurance required under this section may consist of and be satisfied by a combination of primary coverage of not less than \$1,000,000 (or \$2,000,000 if required above) and umbrella or excess coverage above such primary amount meeting the requirements for umbrella or excess coverage set forth below.

Such policy must be written on an occurrence form, and shall include the following coverages and satisfy the following requirements:

- The policy shall not contain any Demolition exclusion or Explosion, Collapse or Underground (XCU) Exclusion and no “Labor Law” or other gravity related injuries exclusion or any other exclusions or limitations directed toward any types of projects, materials or processes involved in the Alterations (including any Initial Work) or any subcontractor’s exclusion; construction defect exclusion; leased worker exclusion; cross liability exclusion or crane exclusion.
- The policy shall include independent contractor and contractor liability coverages.
- *Work on Railroad Premises.* Construction work taking place within 50 feet of a railroad, subway or similar tracked conveyance must be covered by the policy pursuant to General Liability Endorsement CG 24 17 – Contractual Liability Railroads. The Endorsement “Schedule” must designate the railroad or transit authority name of Landlord and the Premises as the Designated Job Site with reference to the Lease or License Agreement, as applicable.
- Coverage for claims for bodily injury asserted by a railroad employee of an additional insured and any Employer’s Liability Exclusion which may otherwise operate to exclude such coverage shall be removed.

Landlord may, for Contractors working in specific, high-risk trades (as determined by Landlord), require higher coverages.

3. **Business Automobile Liability Insurance** covering all owned, non-owned, and hired vehicles on and off-site for claims arising out of the ownership, maintenance or use of any such vehicle. Such insurance shall provide coverage not less than the standard ISO Comprehensive Automobile Liability policy (CA 00 01, CA 00 05, CA 00 12, CA 0020), with limits not less than \$2,000,000. Any statutorily required “No-Fault” benefits and uninsured/underinsured motorist coverage must be included.
4. **Umbrella/Excess Liability Insurance**, if any, being maintained to satisfy the limits required for Commercial General Liability insurance above the limits required to be maintained by primary coverage, must be written on an occurrence basis in excess of the primary coverage limits indicated for Commercial General Liability, Employer’s Liability, and Business Automobile Liability Insurance identified above, and must be at least as broad as each and every one of the underlying policies. The umbrella/excess liability policies must be written on a “drop-down” and “following form” basis, with only such exceptions as may be expressly approved in writing by Landlord.

5. **Railroad Protective Liability Insurance** (ISO-RIMA or equivalent form), if construction work will be taking place within 50 feet of a railroad, subway or similar tracked conveyance or requires flag or protective measures by Landlord or its affiliates or their respective employees, covering the work to be performed at the designated job site and affording protection for damages arising out of bodily injury or death, physical damage to or destruction of property, including damage to the Insured's own property and conforming to the following:
- The policy must be issued to the Landlord and name the Landlord and its subsidiaries and affiliates as "Named Insureds" and must also name the other Indemnitees listed under **Section D2** either as "Named Insureds" or Additional Insureds.
 - The limit of liability may not be less than \$2,000,000 per occurrence, subject to a \$6,000,000 annual aggregate;
 - The policy must be endorsed to provide coverage for claims arising from injury to employees of Landlord and its subsidiaries and affiliates covered by Federal Employer's Liability Act (FELA), when applicable.
 - The policy must indicate the name and address of the designated Contractor, location of the Work, the Contract description and the agreement number, if applicable.
6. **Contractors Pollution Liability Insurance**, if disposal of hazardous materials from the designated job site is undertaken or if the Alterations (including Initial Work) involve environmental or pollution exposures, with limits of not less than \$5,000,000 per occurrence and \$5,000,000 general aggregate on a per project basis covering environmental damage resulting from pollution conditions that arise from the operations of the contractor or subcontractor, as applicable. Coverage must apply to sudden and nonsudden pollution conditions including the discharge, dispersal, release or escape of smoke, vapors, soot, fumes, acids, alkalis, toxic chemicals, liquids or gases, waste materials or other irritants, contaminants or pollutants, silt or sediment into or upon land, the atmosphere or any watercourse or body of water, provided such conditions are not naturally present in the environment in the concentration or amounts discovered, unless such natural condition(s) are released or dispersed as a result of the performance of Covered Operations. Such insurance must include the following coverages and satisfy the following requirements:
- a) Bodily injury, sickness, disease, mental anguish or shock sustained by any person, including death; and medical monitoring;
 - b) Physical injury to or destruction of tangible property of parties other than the Insured including the resulting loss of use and diminution in value thereof; Loss of use, but not diminution in value, of tangible property of parties other than the

- Insured that has not been physically injured or destroyed;
- c) Natural Resource Damages;
- d) Cleanup Costs;
- e) Transportation and Non-owned Disposal Site coverage (with no sunset clause/restricted coverage term) if contractor or subcontractor is disposing of contaminated material(s);
- f) No exclusions for asbestos, lead paint, silica or mold/fungus/legionella;
- g) Defense including costs, charges and expenses incurred in the investigation, adjustment or defense of claims for such compensatory damages.
- h) If in connection with any Alterations automotive vehicles are used for transportation of hazardous or regulated substances, hazardous or regulated wastes and/or hazardous or regulated materials, pollution auto coverage must be provided equivalent to that provided under the ISO Pollution Liability-Broadened Coverage For Covered Autos Endorsement (CA 99 48), and the Motor Carrier Act Endorsement (MCS 90).

7. **Builder's Risk / Installation Floater** Where the estimated cost of the Alterations exceeds \$100,000, or if Tenant is performing any Landlord's Work or if otherwise required by Landlord, a policy of Builder's Risk "all risk" insurance on a primary replacement cost basis and on a completed value non-reporting form in an amount equal to the total cost of the Alterations (including materials, labor, architect expense, contractor expense, equipment, and cost of Landlord-furnished construction services) as approved by Landlord. Such insurance shall provide such coverages and endorsements, and include only such exclusions and limitations, as may be approved by Landlord. Without limiting the foregoing, such policy may not include any co-insurance limitation and must cover materials off-site and in-transit as well as on-site and must permit partial or beneficial occupancy prior to the final acceptance of the work. Builder's Risk insurance must be maintained until the Alterations are completed and accepted, unless otherwise agreed in writing by Landlord. Any Installation Floaters must be approved by Landlord in its discretion.

This insurance must cover any and all real and personal property owned (including owner provided material, equipment and cost of owners dedicated project support labor), used or intended for use or hereafter created, installed or acquired, including while in the course of building, erecting, installation and assembly. Coverage for flood and earthquake shall include all below and above ground structures, water and sewer mains. The policy must also include coverage for materials, equipment, machinery and supplies of any nature whatsoever, used or intended for use or hereafter created, installed or acquired provided such property is intended to be permanently located in or on the building or structures as more fully described in the construction contract. Sublimits are subject to advance written approval by Landlord. The contractor shall be the First Named

Insured, subcontractors of all tiers as Insureds, and the Landlord as Additional Named Insured. All premium considerations are the sole responsibility of the First Named Insured/Contractor. Builder's Risk insurance must be maintained until construction is completed and accepted, unless otherwise agreed in writing by all persons and entities who are beneficiaries of such insurance.

Subcontractors' temporary structures, tools, equipment and other materials not to become a permanent part of the completed structure are excluded from coverage. The Landlord will not be responsible for loss, theft, or disappearance of such structures, tools, equipment or other materials.

The Landlord must have the full power to adjust and settle all losses and claims under the Builder's Risk insurance policy with respect to any Landlord's Work but Landlord will collaborate with the contractor regarding losses that are Costs of the Work. The Landlord must be listed as loss payee under the Builder's Risk insurance policy.

The contractor is responsible for all deductibles under the Builder's Risk insurance policy. Deductibles and self-retention amounts may not exceed customary and commercially reasonable amounts, not to exceed \$100,000, except with the express permission of the Landlord. Contractor/First Named Insured assumes the risk with respect to any deductible. and are assumed by the First Named Insured/Contractor. The Builder's Risk insurance policy must not contain a Coinsurance Provision.

Evidence of Builder's Risk/Installation Floater Insurance requires submission of the policy and approval is conditioned upon the Landlord review of the final policy form. Pending issuance of the policy, a temporary binder can be provided to the Landlord in advance of the start of construction and allowing sufficient time to review the documents for coverage content. The binder for insurance must be replaced with an actual policy within 45 days of the policy inception. The Contractor will provide a copy of all endorsements issued on an ongoing basis.

D2. Indemnified Parties

Metro-North Commuter Railroad Company, MTA Construction & Development Company, MTA Grand Central Madison Concourse Operating Company, Metropolitan Transportation Authority, any party succeeding to the interest of Landlord under the Lease or License Agreement, as applicable, each Superior Lessor, each Mortgagee, Midtown Trackage Ventures LLC, the State of Connecticut, Connecticut Department of Transportation, and all successors to each of the foregoing Indemnified Parties specified herein, and each of their respective affiliates and subsidiaries existing currently or in the future, and the respective directors, officers, commissioners, employees, representatives, and agents of each of the foregoing Indemnified Parties, Spinoso Management Group, LLC and any successor thereto as Retail Manager for Grand Central Terminal, and CBRE, Inc.

and any successor thereto as Leasing Agent for Grand Central Terminal, and each other Person designated by Licensor.

D3. General Insurance Requirements.

The following requirements are applicable to all insurance coverages required under this License Agreement except to the extent otherwise indicated. These provisions are supplemental to the provisions of the Lease or License Agreement (as applicable) to which this Schedule of Insurance is attached. To the extent that any of the following requirements conflict with any requirements set forth in such Lease or License Agreement (as applicable), such that Tenant cannot comply with both requirements or to do so would make no sense, Tenant shall comply with the more stringent requirement or the requirement that is most favorable to or protective of Landlord.

- i. **Insurer Requirements.** All policies of insurance shall be placed with insurers acceptable to Landlord. The insurance underwriter(s) must be duly licensed or approved Surplus Lines insurer to do business in the state where the Premises are located and must have a financial ratings of A-/VII or better in the most recent edition of Best's Key Rating Guide or otherwise satisfactory to Landlord.
- ii. **Right to Request.** The limits of coverage amounts may be increased or additional types of insurance may be required, if reasonable and appropriate, from time to time upon direction by Landlord.
- iii. **Additional Insureds/Additional Named /Named Insureds.** *Except with regard to Workers' Compensation and Professional liability insurance (unless otherwise noted), all insurance required under Section D1 shall name the parties listed in Section D2 (as Indemnitees) as Additional Insureds or additional named/named insureds (where applicable) and shall include their respective subsidiary and affiliated companies, and their directors, officers, commissioners, employees, representatives, and agents (hereinafter, collectively the "Additional Insureds").* For the Commercial General Liability insurance, additional insured status must be provided on ISO forms or their equivalent at least as broad as CG 20 11 04/13 (Tenant), CG 20 10 and CG 20 37 – alternatively CG 20 38 and CG 20 37 (Contractor). No other General Liability Additional Insured endorsement will be accepted unless approved by Landlord.
- iv. **Primary and Non-Contributory.** Each policy required in this Schedule, including primary, excess, and/or umbrella, must provide that the insurance provided to the Additional Insureds is primary and non-contributory, such that no other insurance or self-insured retention carried or held by Landlord will

be called upon to contribute to a loss covered by insurance for the named insured.

- v. **Waiver of Subrogation.** To the fullest extent permitted by law, Tenant will require all insurance policies required by this Section to include clauses stating each insurer will waive all rights of recovery against Landlord and each Additional Insured required to be named as such pursuant to this Schedule of Insurance or under the Lease or License Agreement to which this is attached. All waivers provided herein shall be effective as to any individual or entity even if such individual or entity (a) would otherwise have a duty of indemnification, contractual or otherwise, or (b) did not pay the insurance premium directly or indirectly, and whether or not such individual or entity has an insurable interest in any property damaged.
- vi. **Self-Insured Retentions.** None of the insurance required shall be subject to any deductibles or self-insured retention amounts greater than that which would be customary and commercially reasonable under the circumstances up to \$100,000, without Landlord's written approval.
- vii. **Subcontract Agreements.** Tenant shall by appropriate written agreements flow down the requirements for i) the waiver of subrogation for all required insurance, and ii) additional insured coverage for all required insurance and iii) other requirements of this Schedule to all tiers of subtenants, contractors and subcontractors, for all insurance required of such subtenants, contractors and subcontractors.
- viii. **No Limitation.** Nothing in this Schedule will be construed as limiting in any way the extent to which Tenant may be held responsible for payment of damages resulting from its operations or Alterations. Contractor's obligations to procure insurance are separate and independent of, and do not limit, Tenant's contractual indemnity and defense obligations. Landlord does not represent that coverages and limits required in this Schedule will necessarily be adequate to protect Tenant.
- ix. **Notice of Cancellation or Non-Renewal.** The Tenant agrees to notify Landlord thirty days prior to any cancellation, non-renewal or change to any insurance policies required in Section D1.
- x. **Notice of Occurrence.** The Tenant shall notify Landlord in writing per the notice provisions in the Lease or License Agreement promptly of any occurrence likely to result in a claim against Tenant and/or the Landlord or MTA with respect to the premises.
- xi. **Insurance Not in Effect:** If, at any time during the period of this Agreement, insurance as required is not in effect, or proof thereof is not provided to the

Landlord, the Landlord may, at its option, direct the Tenant to suspend work or operations with no additional cost or extension of time due on account thereof, in which event Tenant shall immediately suspend

such work or operations, in addition, to treating such failure as an Event of Default under the Lease.

- xii. **Conformance to Law.** If applicable law limits the enforceability of any of the foregoing requirements, then Tenant shall be required to comply with the foregoing requirements to the fullest extent of coverage and limits allowed by applicable law and the provisions of insurance shall be limited only to the extent required to conform to applicable law.

- xiii. **Evidence of Insurance.**

1. Certificate of Insurance. Tenant or its Contractor shall furnish Landlord with Certificates of Insurance (“COI”) utilizing ACORD 25, and 101 and ACORD 855 (for NY Construction Projects Only) completed by a duly authorized representative evidencing coverage required under Section D1 and D2, as applicable. Such Certificates of Insurance shall be delivered to the Landlord by Tenant before the Commencement Date and before the Initial Work or any other Alterations are commenced by Tenant or its Contractor and annually thereafter on or before the policy effective dates of the Tenant or its Contractor’s policies.
2. Binder or Policy. Evidence of Railroad Protective Liability and/or Builder’s Risk Insurance requires submission of a policy and is not acceptable on a certificate of insurance. A binder is acceptable pending issuance of the policy. The binder must indicate the contract number, description and location of the Required Improvements and any Alterations and the designated Contractor and must be signed by the authorization producer or insurance carrier.
3. Insurance Confirmation. The Tenant or its Contractor shall submit the following endorsements which shall indicate the agreement number, description and location of the operation/work as required in this agreement:
 - a. CGL per Project Aggregate Endorsement applicable to the work;
 - b. Additional Insured endorsement(s) in compliance with the requirements of this Schedule of Insurance;
 - c. Primary and non-contributory endorsement(s) CG 2001 or equivalent;
 - d. Waiver of Subrogation endorsements (most recent NCCI/ISO or equivalent as applicable) in favor of the Landlord;
 - e. Other coverage endorsements may be requested depending on the scope of Work to be performed by the Tenant or its Contractor.

4. Submission of Insurance. The Tenant and its Contractor shall submit evidence of insurance on or prior to the Commencement Date, or upon such earlier date that Tenant or any Person holding through Tenant is in occupancy of the Premises or performing any Alterations (including Initial Work) to the Premises to Landlord as follows:

New Lease Agreements: Metropolitan Transportation Authority 420 Lexington Avenue, Suite 930 New York, New York 10170 Attn: Lease Administration Email: spinosoinvoicing@mtahq.org	Renewal Certificates: Metropolitan Transportation Authority 420 Lexington Avenue, Suite 930 New York, New York 10170 Attn: Lease Administration Email: spinosoinvoicing@mtahq.org
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5. Renewal Insurance. Tenant shall provide evidence of renewal or replacement policies of insurance, with terms and limits no less favorable than the expiring policies at least two (2) weeks prior to the expiration of the policies.

6. No Landlord Liability; Non-Reliance. Failure of the Landlord to demand any required Certificates of Insurance or other evidence of full compliance with these insurance requirements, or failure of the Landlord to identify a deficiency from evidence provided, will not be construed as a waiver of the Tenant or its Contractor's obligation to maintain such insurance. Landlord acceptance of any Certificate of Insurance evidencing the required coverages and limits does not constitute approval or agreement by the Landlord that the insurance requirements have been met or that the insurance policies shown in the Certificate of Insurance are in compliance with the requirements.

7. No Entry. Landlord has the right, but not the obligation, to prohibit the Tenant and/or its Contractor from entering the Premises until Landlord receives all Certificates of Insurance or other evidence that insurance has been placed in complete compliance with these requirements

EXHIBIT D
GRAND CENTRAL MADISON CONCOURSE
Pedestrian Behavior Analysis

February 2025

Introduction

Grand Central Madison (GCM) represents a critical expansion of New York City’s transit infrastructure, providing direct Long Island Rail Road (LIRR) access to Manhattan’s East Side. As a key transportation hub, understanding pedestrian movement within GCM is essential for optimizing wayfinding, improving user experience, and informing future retail and operational strategies.

At the request of the Metropolitan Transportation Authority (MTA), Streetsense, in partnership with Traffic Databank, conducted a comprehensive pedestrian analysis of Grand Central Madison Concourse. This study was designed to address three primary objectives:

Entrance Volume Analysis: Identifying the number of pedestrians entering GCM through each access point.

Frontage Traffic Measurement: Quantifying foot traffic in front of individual retail and commercial spaces.

Origin-Destination Mapping: Understanding where pedestrians are coming from and their primary destinations within or beyond the concourse.

By leveraging advanced data collection methodologies and real-time pedestrian tracking, this report provides critical insights into movement patterns at GCM. The findings will support the MTA and LIRR efforts to enhance navigation, improve retail tenant placement strategies, and ensure a seamless commuter experience in one of New York City’s busiest transit nodes.

Methodology

For data collection, Traffic Databank set up counting stations at seven key nodes where significant pedestrian pathways intersected, each with retail adjacencies. Multiple cameras were positioned within each station to count pedestrians and track their movement to, through, and away from each node. The recorded footage was then analyzed to produce the summaries, insights, and conclusions presented in this document.

The data is organized and conveyed by day of the week, time of day, node, station entrance, station exit, and visibility relationships with specific retail spaces. The counting was conducted during a non-holiday period, during the week of January 13th, 2025. The schedule of filming and counting was as follows:

Monday

6:00 am to 10:00 am
12:00 pm to 3:00 pm
5:00 pm to 8:00 pm

Wednesday

6:00 am to 10:00 am
12:00 pm to 3:00 pm
5:00 pm to 8:00 pm

Saturday

6:00 am to 10:00 am
12:00 pm to 3:00 pm
5:00 pm to 8:00 pm
11:00 pm to 2:00 am

Executive Summary

Nearly five years after the onset of the 2020 pandemic, rider habits continue to evolve. While weekend foot traffic in New York City has now surpassed 2019 levels, weekday activity—particularly commuter-driven traffic—remains below pre-pandemic levels and varies across the five-day workweek. Medium- and long-term ridership trends remain uncertain, making future projections challenging.

This volatility poses significant challenges for marketing retail spaces within Grand Central Madison (GCM). Retailers rely on predictable foot traffic to assess their rent-paying potential and determine whether a particular location is a worthwhile investment compared to other opportunities. Additionally, consistent pedestrian patterns are essential for accurate daily staffing projections. In an era of razor-thin retail margins, operational dependability is critical.

This report aims to provide comprehensive transparency and insight into pedestrian movement within Grand Central Madison. Key findings include:

Entrance Traffic Patterns: An analysis of pedestrian volumes at each GCM entry point.

Retail Frontage Exposure: Insights into foot traffic levels passing individual retail spaces.

Origin-Destination Trends: Data on where pedestrians are coming from and their primary destinations within and beyond GCM.

Temporal Variability: How foot traffic fluctuates by time of day and across the workweek.

Implications for Retail Strategy: Considerations for tenant placement, leasing strategies, and operational planning.

By leveraging data-driven insights, this report provides stakeholders with the tools needed to navigate the evolving commuter landscape and make informed decisions about retail investment, staffing, and space utilization.

Key Takeaways

System-wide LIRR Ridership

- Monday 1/13/25 was 26% lower than the system’s 2019 average weekday ridership
- Wednesday 1/15/25 was 18% lower than the system’s 2019 average weekday ridership
- Saturday 1/18/25 was 5% lower than the system’s 2019 average weekend ridership, although the prior Saturday was 2.5% higher

Grand Central Madison Concourse LIRR Ridership

- Monday 1/13/25 was 51% lower than pre-opening daily projections
- Wednesday 1/15/25 was 45% lower than pre-opening daily projections
- Monday traffic was 12% lower than Wednesday traffic
- Saturday traffic was 49% of the Monday/Wednesday average traffic

Node-Specific Takeaways

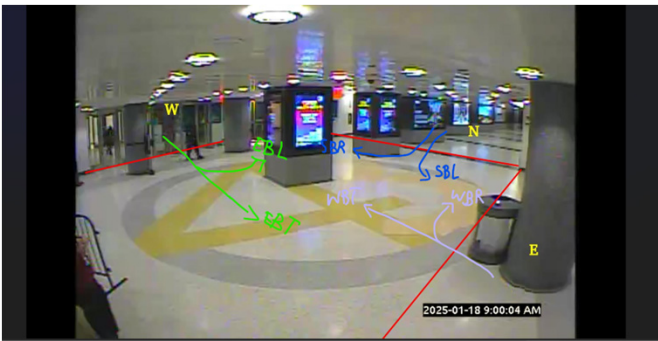
- Busiest nodes: 45th Street | Biltmore Room | One Vanderbilt
- Least busy nodes: 48th Street | GCT Dining Concourse | 46th Street
- Busiest weekday morning nodes: 45th Street | Biltmore Room | 47th Street
- Busiest weekday midday nodes: Biltmore Room | 45th Street | One Vanderbilt
- Busiest weekday evening nodes: 45th Street | Biltmore Room | One Vanderbilt
- Busiest weekend nodes: Biltmore Room | 45th Street | One Vanderbilt
- Busiest late-night nodes: 45th Street | Biltmore Room (both very limited)
- Busiest platform escalators: 45th Street | Biltmore Room
- Busiest exits to street level: One Vanderbilt | GCT Dining Concourse (see slide 11)

Camera Placement

Cameras were placed at each node, tracking entrance and exit activity, observing the direction in which all pedestrians were passing through the node.



GCT DINING CONCOURSE



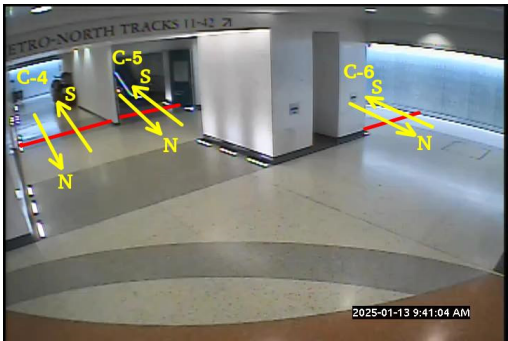
ONE VANDERBILT



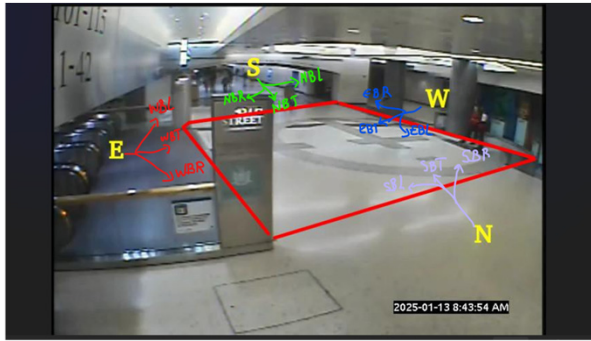
BILTMORE ROOM | 43RD STREET



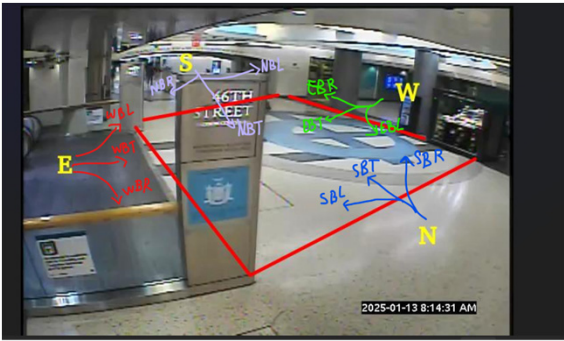
BILTMORE ROOM | 43RD STREET



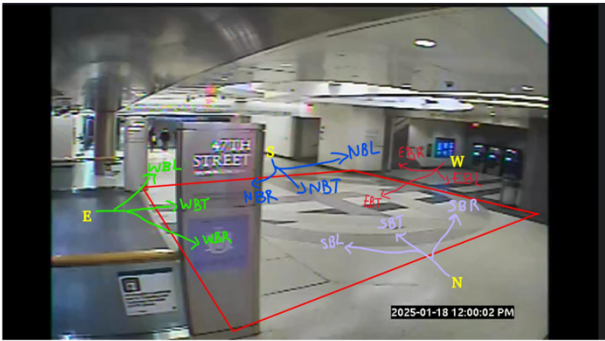
BILTMORE ROOM | 43RD STREET



45TH STREET
Grand Central Madison
RFP #04GCM052825



46TH STREET



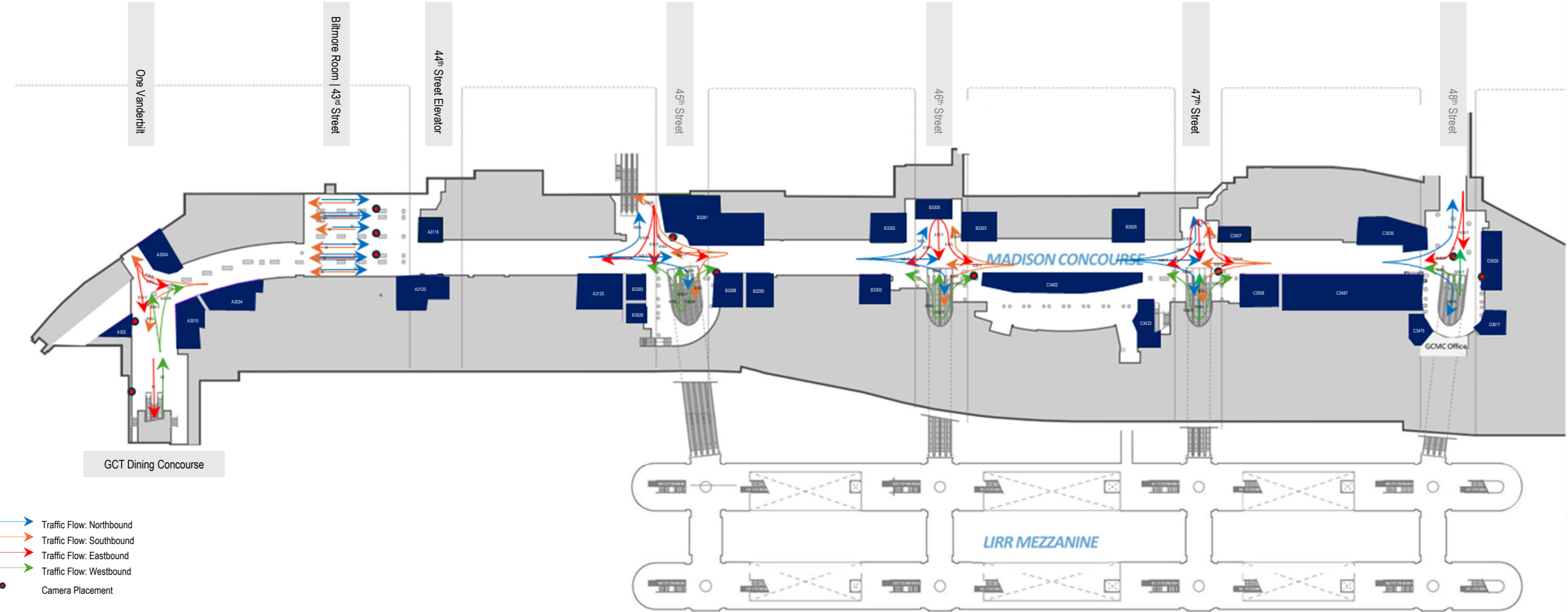
47TH STREET



48TH STREET

Camera Placement

The images below illustrate the precise location and perspective captured by each camera.



COMPARISON SUMMARIES

Node Comparison

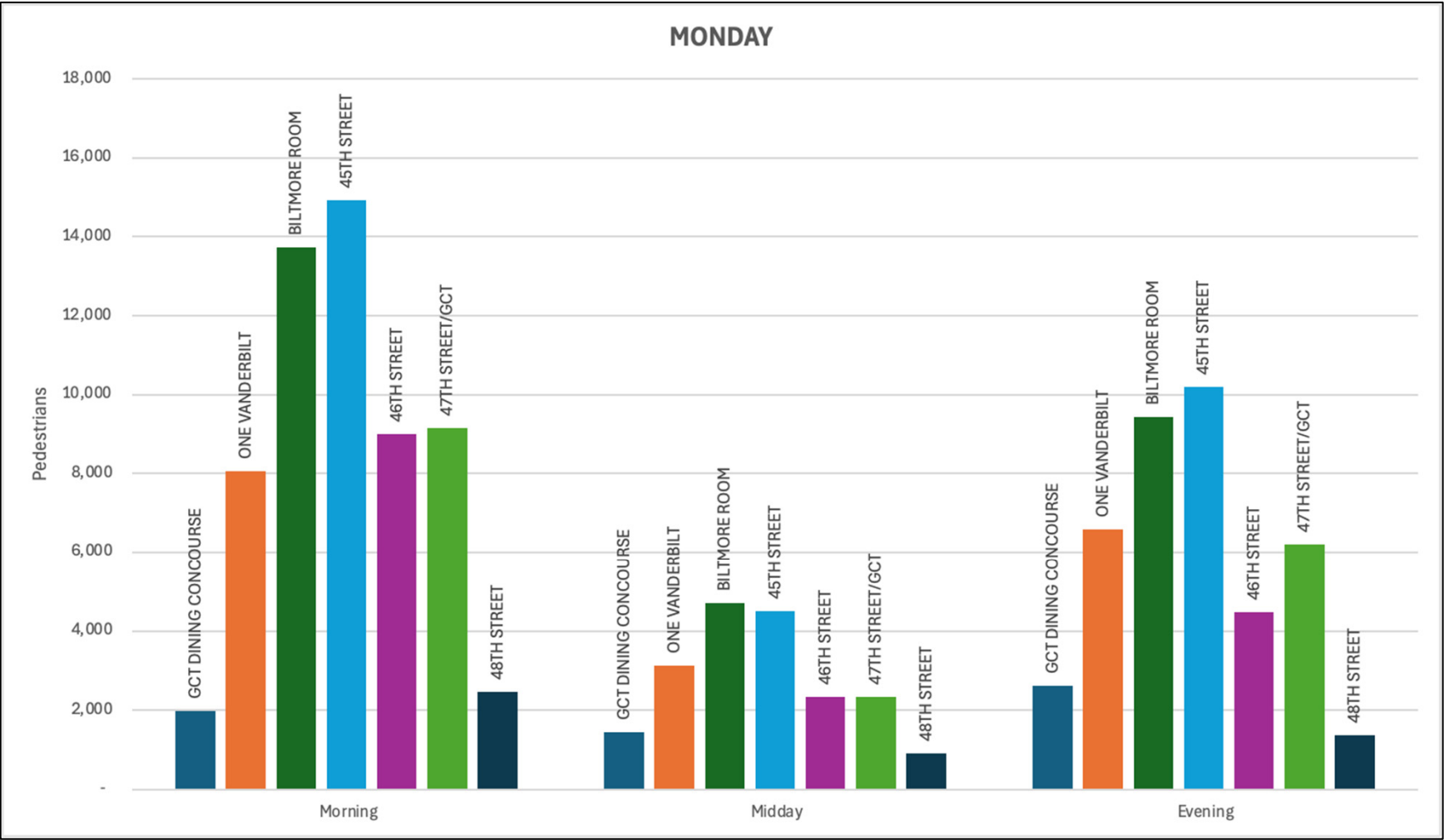
Monday

Summary

The analysis below compares activity by node and by daypart for all Monday foot traffic.

Activity is highest in the mornings across all nodes except for the dining concourse node. The 46th Street and 48th Street nodes experience the highest drops in evening activity, respectively seeing 67% and 57% lower foot traffic in the evenings compared to morning hours. Conversely, One Vanderbilt sees only 20% fewer pedestrians in the morning versus evening hours.

Midday hours contribute only approximately 17% of total activity throughout the examined dayparts, on average across all nodes.



Node Comparison

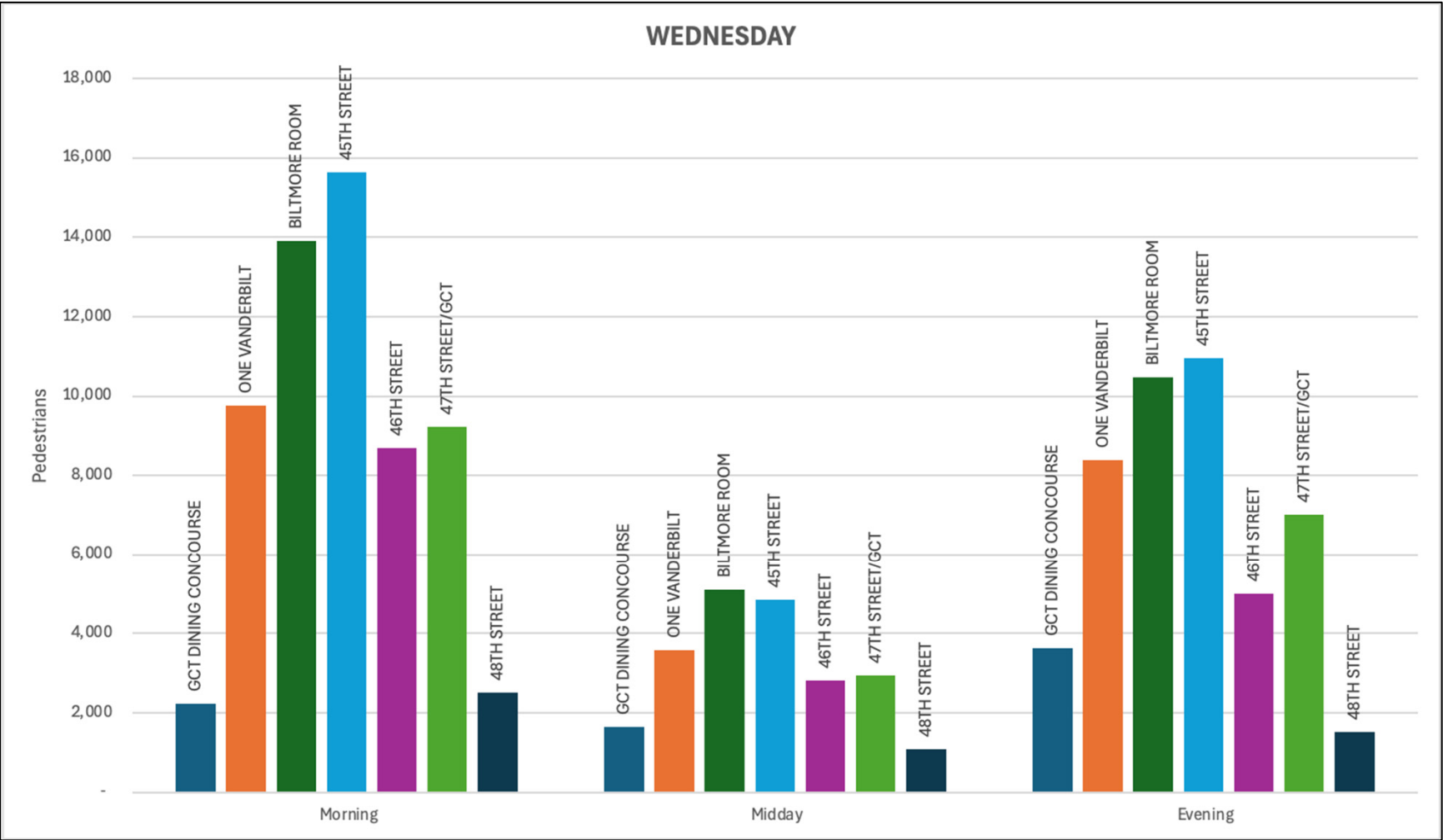
Wednesday

Summary

The analysis below compares activity by node and by daypart for all Wednesday foot traffic.

Wednesday activity peaks in the morning hours across all nodes, except at the GCT dining concourse node, where activity increases by 48% in the evenings compared to morning traffic.

The Biltmore Room and 45th Street nodes see the highest foot traffic, collectively accounting for almost half of all foot traffic during each daypart. Conversely, the two end nodes (GCT Dining Concourse and 48th Street) experience the lowest activity, each contributing an average of 4% of all foot traffic during each daypart.



Node Comparison

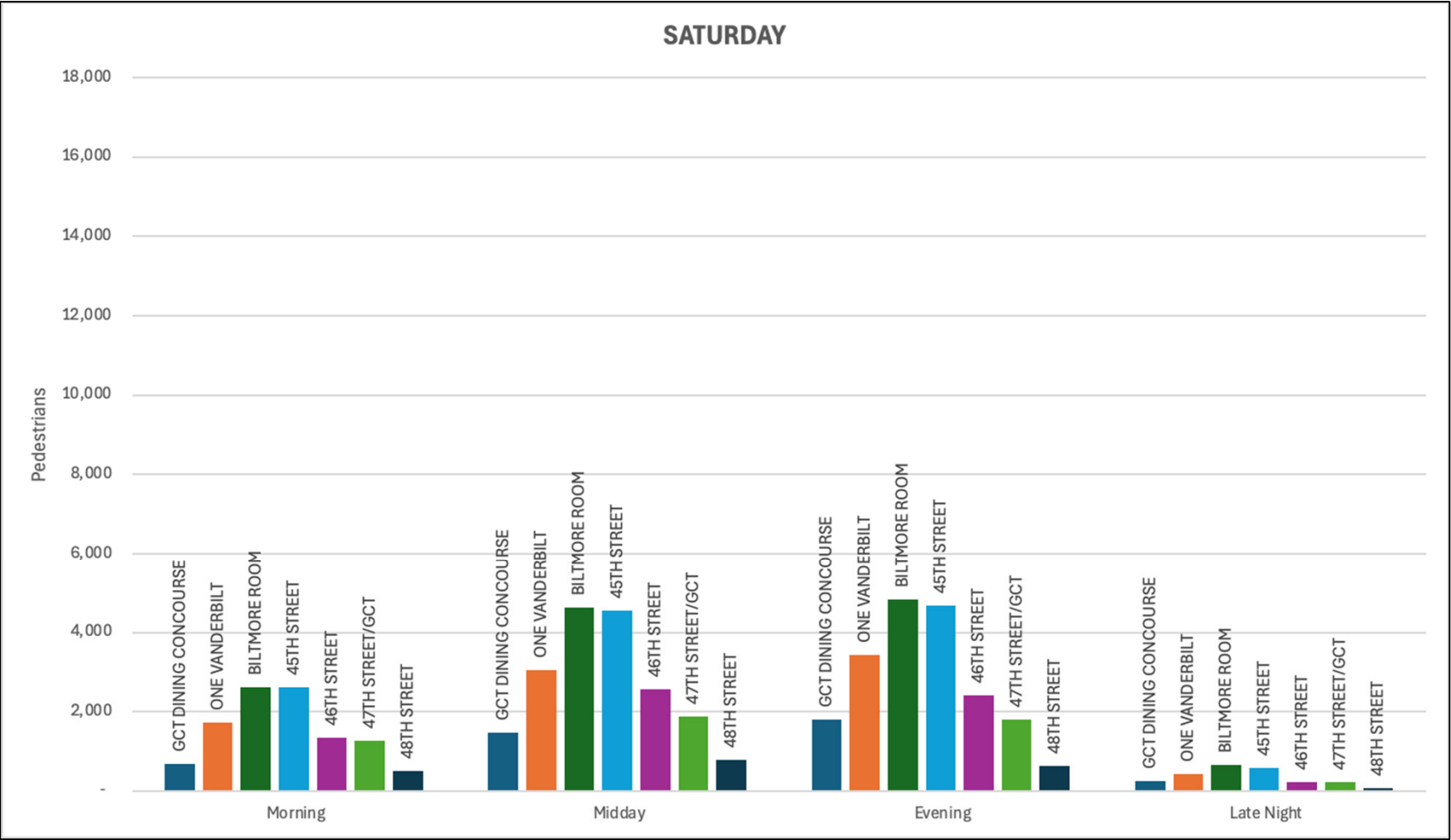
Saturday

Summary

The analysis below compares activity by node and by daypart for all Saturday foot traffic.

Saturday activity is highest during midday and evening hours. Morning hours account for only an average of 21% of activity at each node, compared to nearly 75% captured during midday and evening hours combined. Late-night activity is minimal, representing approximately 5% of total daily traffic.

Weekend activity is highest in the Biltmore and 45th Street nodes, consistent with weekday patterns.



Node Comparison

3-Day Stack-up

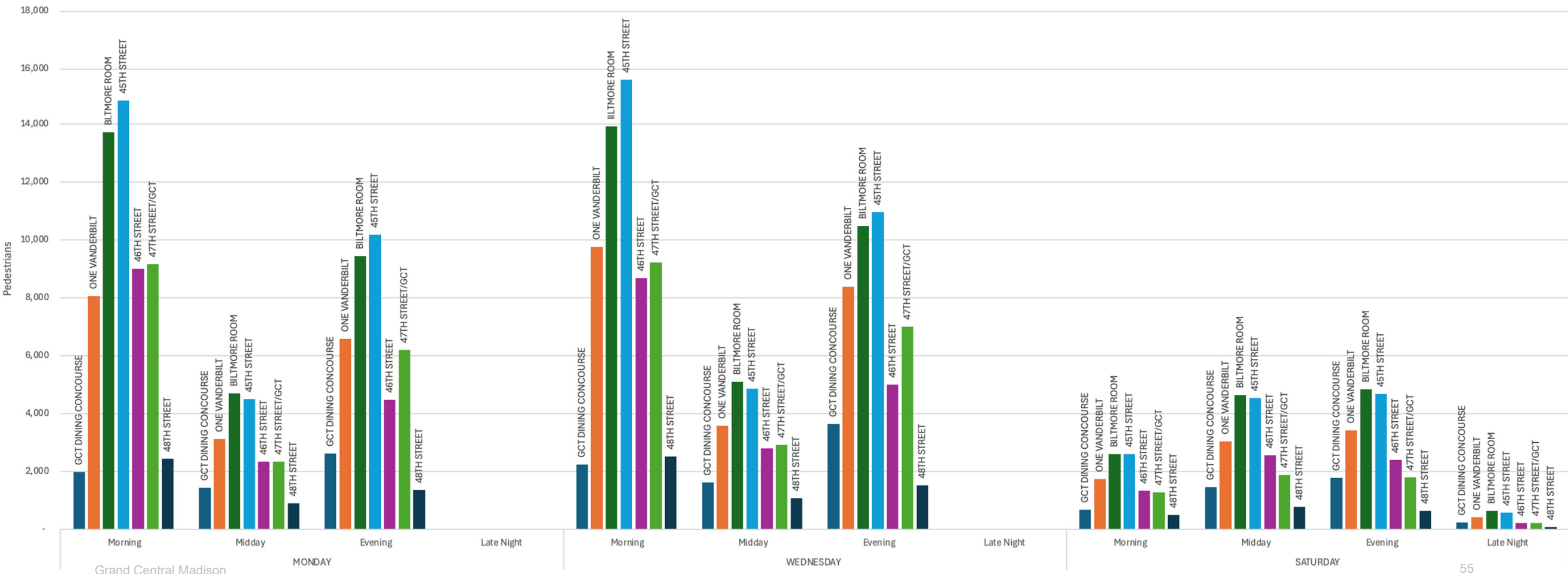
Summary

The analysis below provides a comparison of all three examined days, analyzing activity by node and by daypart.

The difference between Monday and Wednesday foot traffic is marginal, particularly in the morning hours, where volumes remain relatively consistent. This variance increases slightly in the evening hours, with Monday seeing only 16% lower activity compared to Wednesday.

The 45th Street and Biltmore nodes consistently experience the highest foot traffic, particularly during morning commutes, followed by One Vanderbilt.

DAYPART COMPARISON BY NODE



Node Comparison

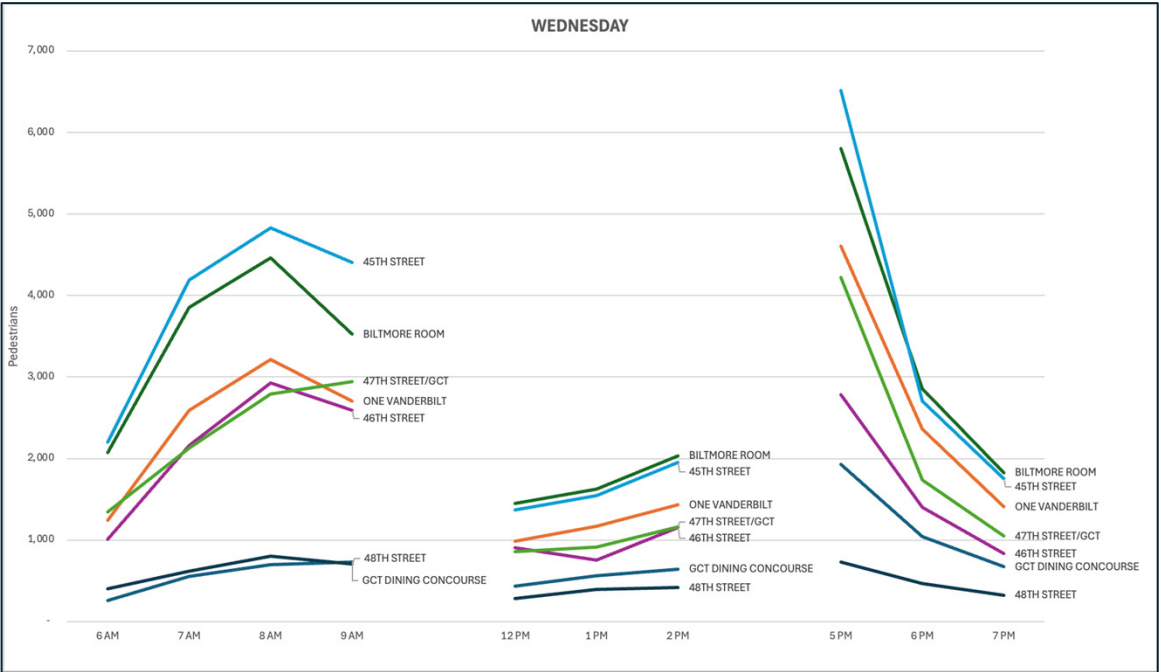
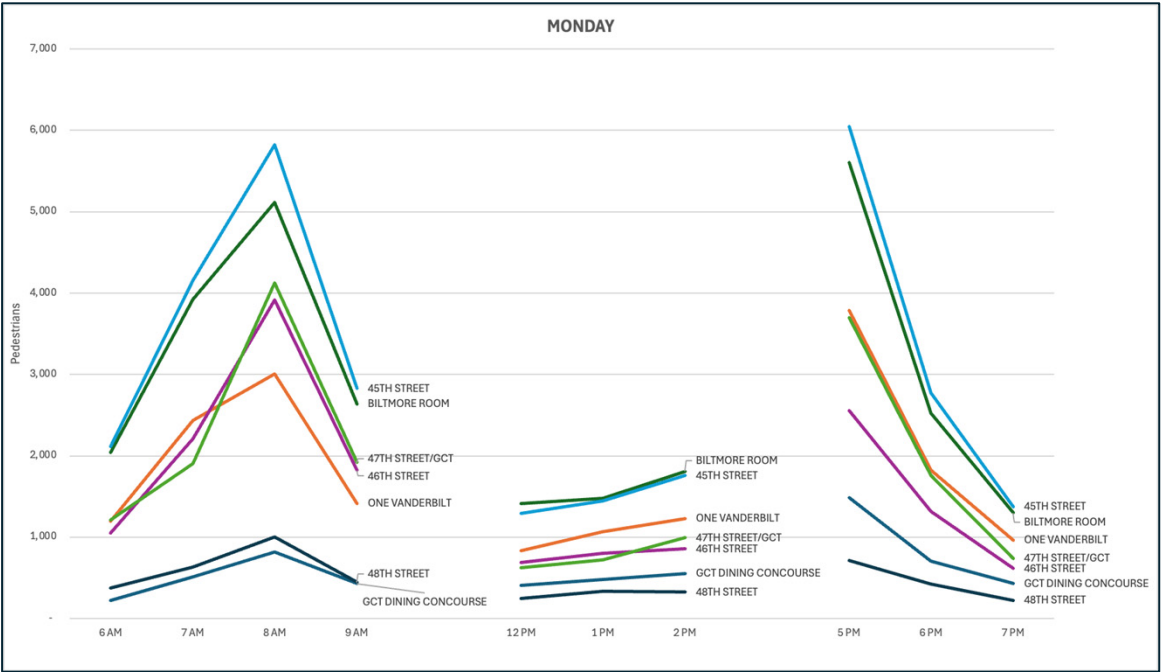
Weekday Hourly Comparison

Summary

The analysis below presents an hourly breakdown of weekday pedestrian activity, highlighting peak periods and fluctuations at each node.

Most nodes experience peak pedestrian volumes at 5 PM, except for the 46th Street and 48th Street nodes, which see the highest activity at 8 AM.

Morning foot traffic generally peaks at 8 AM before tapering off after 9 AM. However, the 47th Street node on Wednesday deviates from this pattern, with pedestrian counts continuing to rise into the 9 AM hour. While Wednesdays see higher overall morning pedestrian volumes, Mondays exhibit a sharper peak at 8 AM, whereas Wednesday morning commutes are more evenly distributed between 7 AM and 9 AM.



Node Comparison

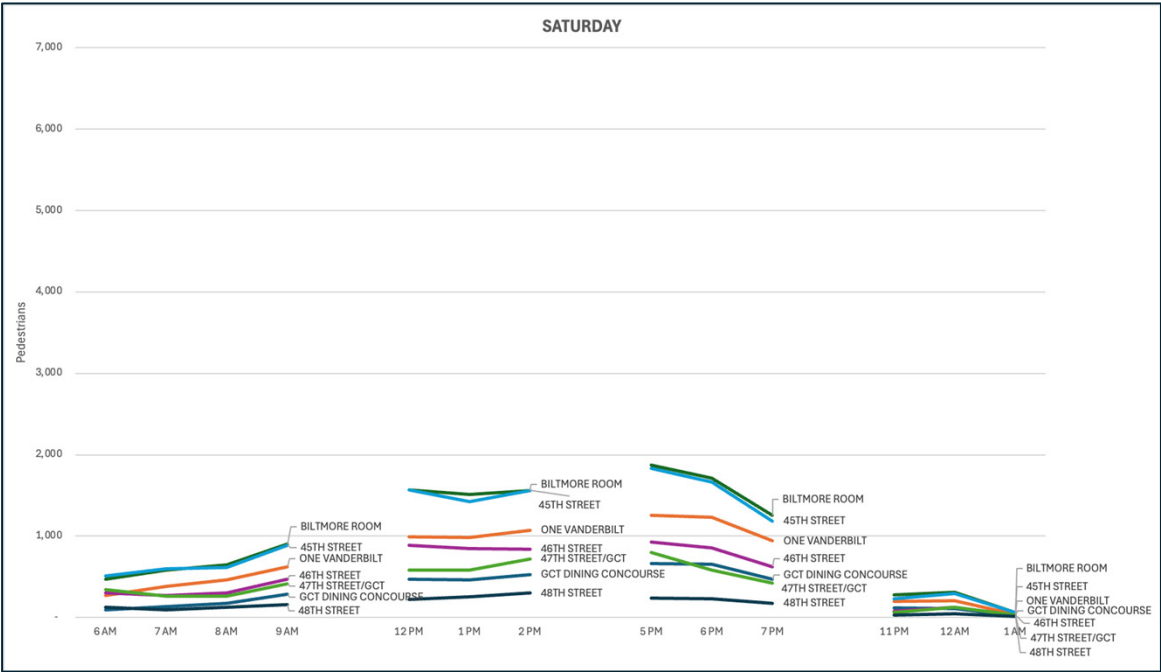
Saturday Hourly Comparison

Summary

The analysis below provides an hourly breakdown of pedestrian activity on Saturday, highlighting peak periods and fluctuations across each measured daypart and node.

Consistent with weekday trends, pedestrian volumes peak at 5 PM before beginning to decline after 6 PM. The exception is the 48th Street node, where foot traffic is slightly higher at 2 PM.

Midday activity remains relatively steady between 12 PM and 2 PM. There is a significant drop-in activity after 6 PM, leading into the late-night hours, with pedestrian volumes typically reaching their lowest points between 11 PM and 1 AM.



Exit Comparison

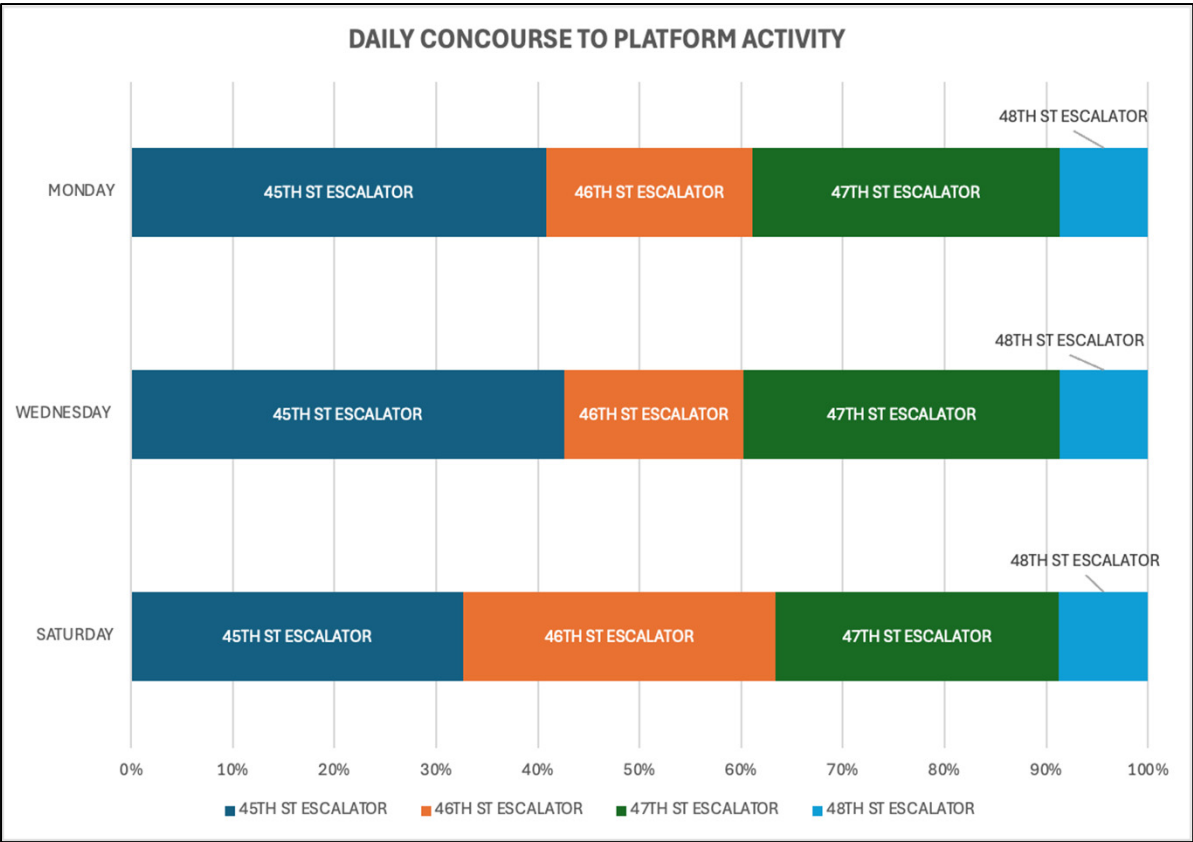
Platform-to-Concourse

Summary

The analysis below illustrates the distribution of daily pedestrian activity across each escalator to the platform, highlighting patterns in the flow of commuters from the platform to the concourse.

The 45th and 47th Street escalators experience the highest weekday activity, whereas on Saturdays, usage is more evenly distributed. Approximately one-third of Saturday activity is split between the 45th Street and 46th Street escalators. The 48th Street escalator sees the lowest activity across all three days, with only 9% of all riders using it to access the platform, likely due to the temporary closure of the 48th Street level entrance.

Activity at the 46th Street escalator increases on Saturdays compared to weekdays.



Exit Comparison

Concourse-to-Street Level

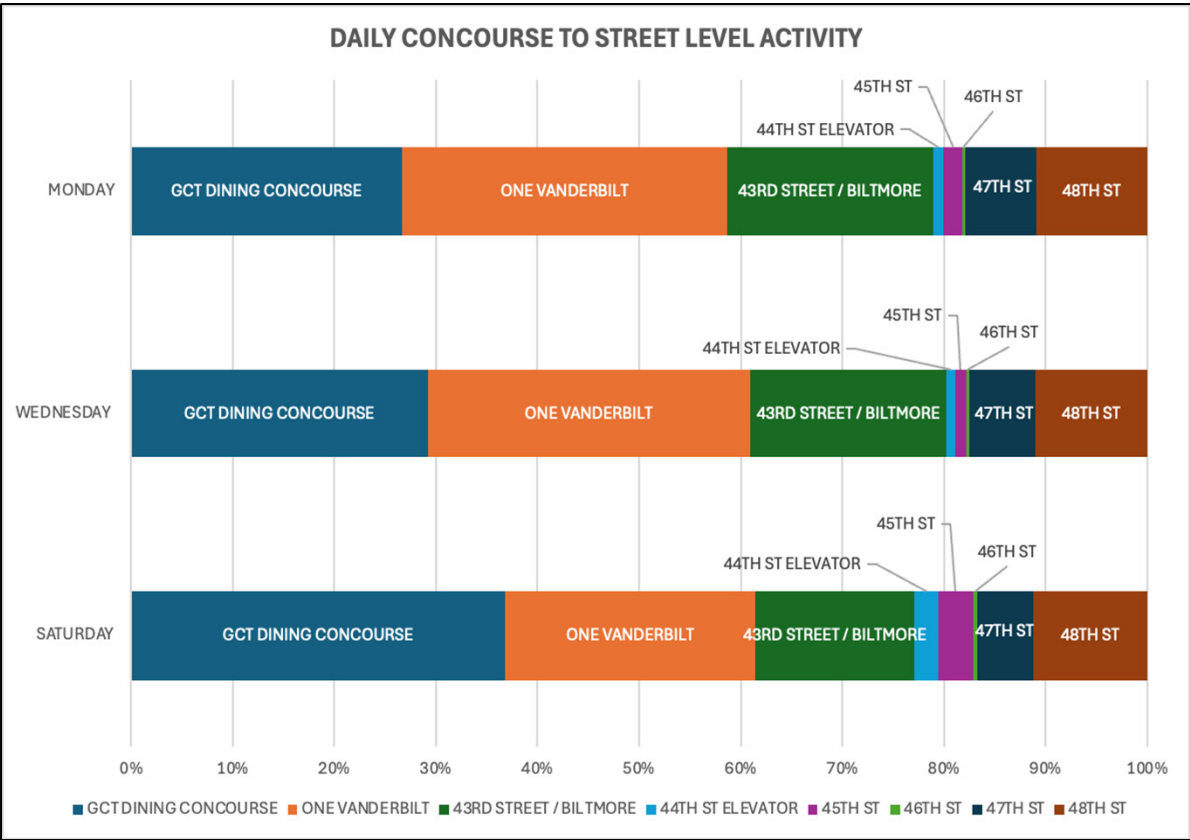
Summary

The analysis below illustrates the distribution of pedestrian flows from the street level to the concourse, highlighting how traffic enters the concourse from street level.

One Vanderbilt experiences the highest weekday foot traffic, particularly in the evenings, accounting for 36% to 40% of all evening foot traffic entering from street level. In the mornings, this share drops slightly to about one-third of all foot traffic entering the station.

The GCT Dining Concourse experiences the highest share of activity on Saturdays, especially in the evening and late-night, with nearly 40% of traffic entering at street level.

The 44th Street elevator experiences minimal foot traffic, as do the 45th, 46th, and 48th Street exits, which are closed. These areas do experience some wandering activity, particularly on Saturdays. However, traffic at these entrances remains negligible, accounting for less than 10% of total concourse exits to street level, with the lowest volumes occurring in the evenings.



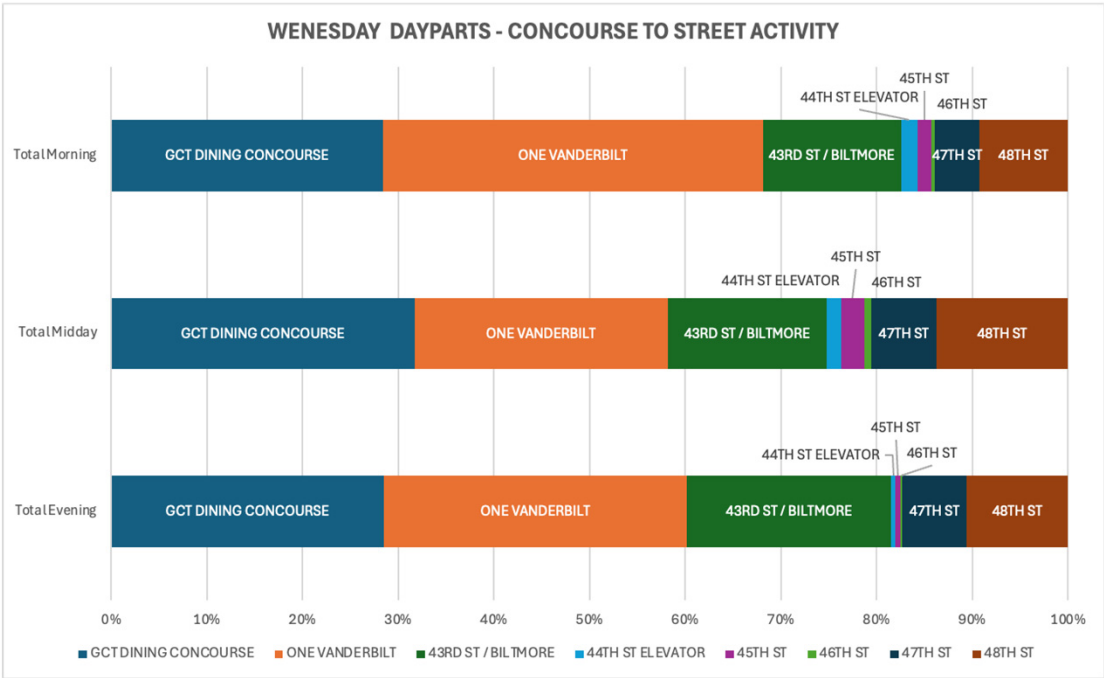
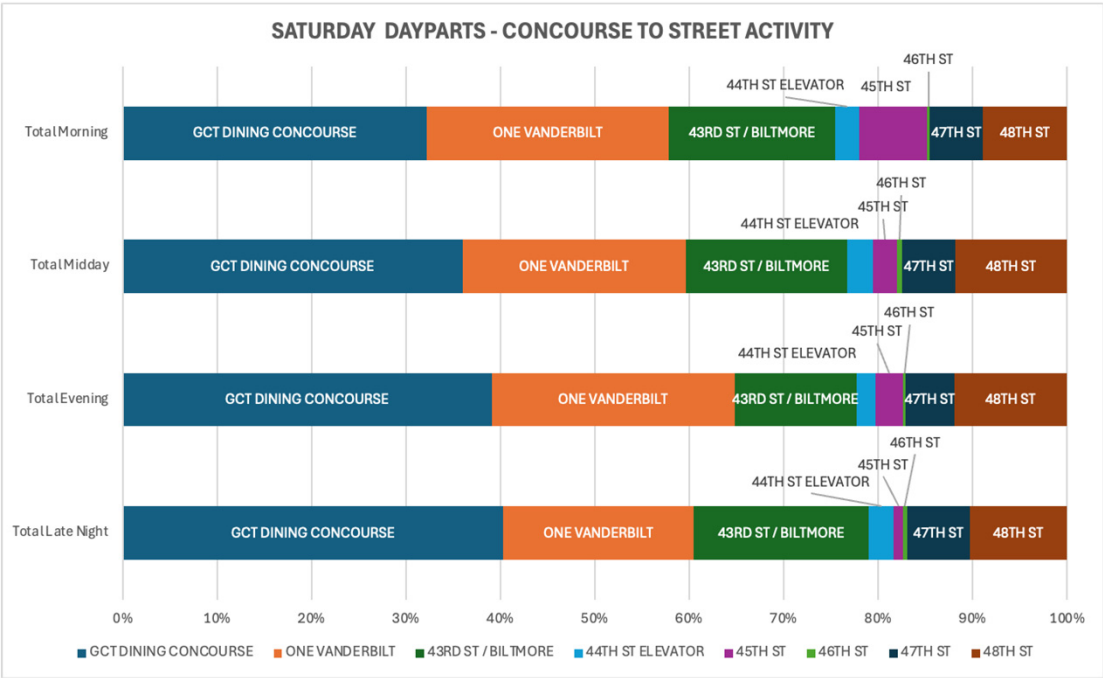
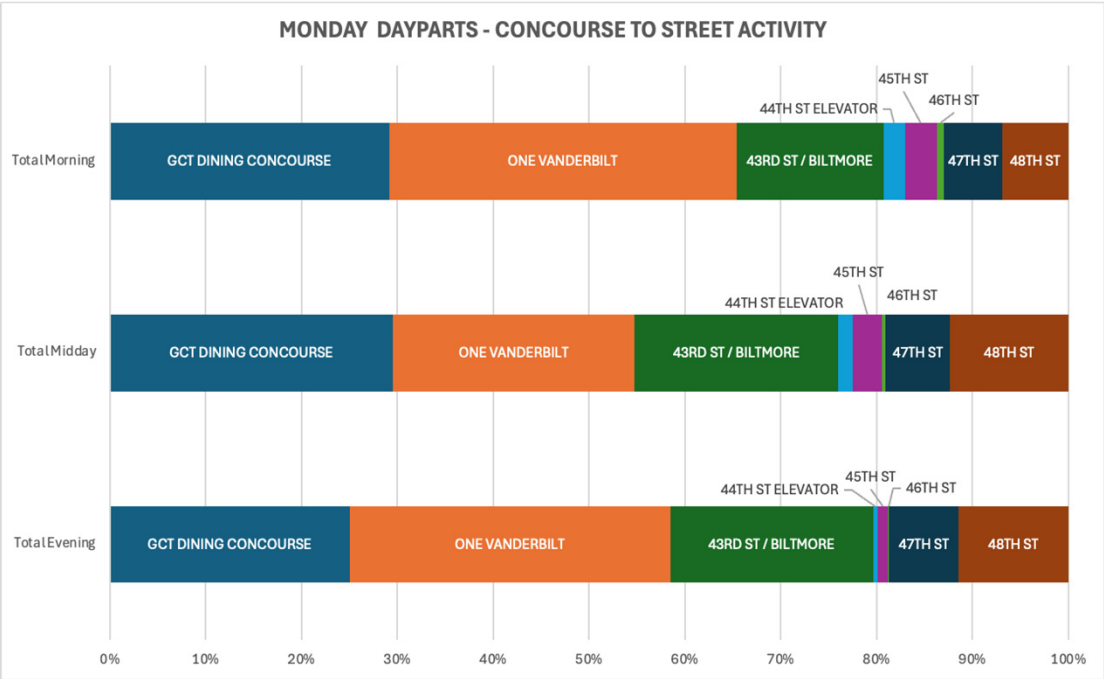
Exit Comparison

Concourse-to-Street Level

Summary

The One Vanderbilt node experiences the highest weekday foot traffic, especially in the evenings, amounting to 36% to 40% of all evening foot traffic entering from the street level, dropping slightly to the third of all morning foot traffic entering the station from the street level,

The Dining Concourse experiences the highest share of activity on Saturdays. The 45th, 46th, and 48th streets exits are closed, but experience some wandering activity especially on Saturdays. Traffic at these entrances is generally less than 10% of total traffic exiting to the street level, lowest in the evenings.



SPACE SUMMARIES

Retail Space Summary

Node: GCT Dining Concourse | One Vanderbilt

Space: A3010

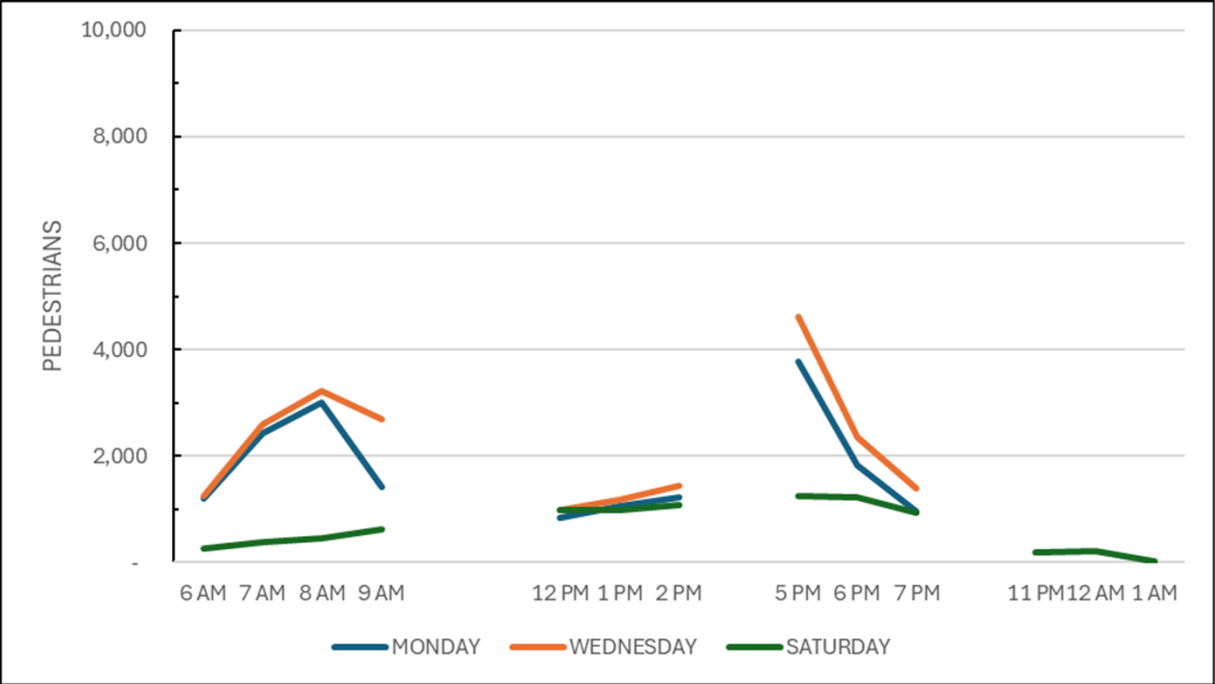
Summary

Located at the intersection of pedestrian traffic from Grand Central Terminal’s Dining Concourse and One Vanderbilt, this space is the concourse’s third busiest node. It ranks third in foot traffic during weekday mornings, middays, evenings, and weekends. The space occupies some semblance of a corner, making visibility from all directions even stronger.

Pedestrian flow consists of Midtown East employees, as well as those passing through Grand Central Terminal for dining, shopping, and transit connections.

PEDESTRIAN COUNT SUMMARY			
Hour	Monday	Wednesday	Saturday
6 AM	1,195	1,245	270
7 AM	2,439	2,594	381
8 AM	3,004	3,212	459
9 AM	1,416	2,701	625
Total Morning	8,054	9,752	1,735
	8/11	5/11	4/11
12 PM	836	982	988
1 PM	1,066	1,170	981
2 PM	1,231	1,432	1,074
Total Afternoon	3,133	3,584	3,043
	4/11	4/11	4/11
5 PM	3,785	4,609	1,257
6 PM	1,824	2,363	1,234
7 PM	966	1,405	939
Total Evening	6,575	8,377	3,430
	4/11	3/11	4/11
11 PM			194
12 AM			205
1 AM			34
Total Late Night			433
			4/11

PEDESTRIAN ACTIVITY SUMMARY



Origin	One Vanderbilt	North	Dining Concourse
Monday	25%	54%	21%
Wednesday	23%	55%	21%
Saturday	21%	48%	31%
3-Day Average	23%	52%	25%

Destination	One Vanderbilt	North	Dining Concourse
Monday	42%	45%	13%
Wednesday	44%	43%	13%
Saturday	35%	48%	16%
3-Day Average	40%	45%	14%

Retail Space Summary

Node: GCT Dining Concourse | One Vanderbilt

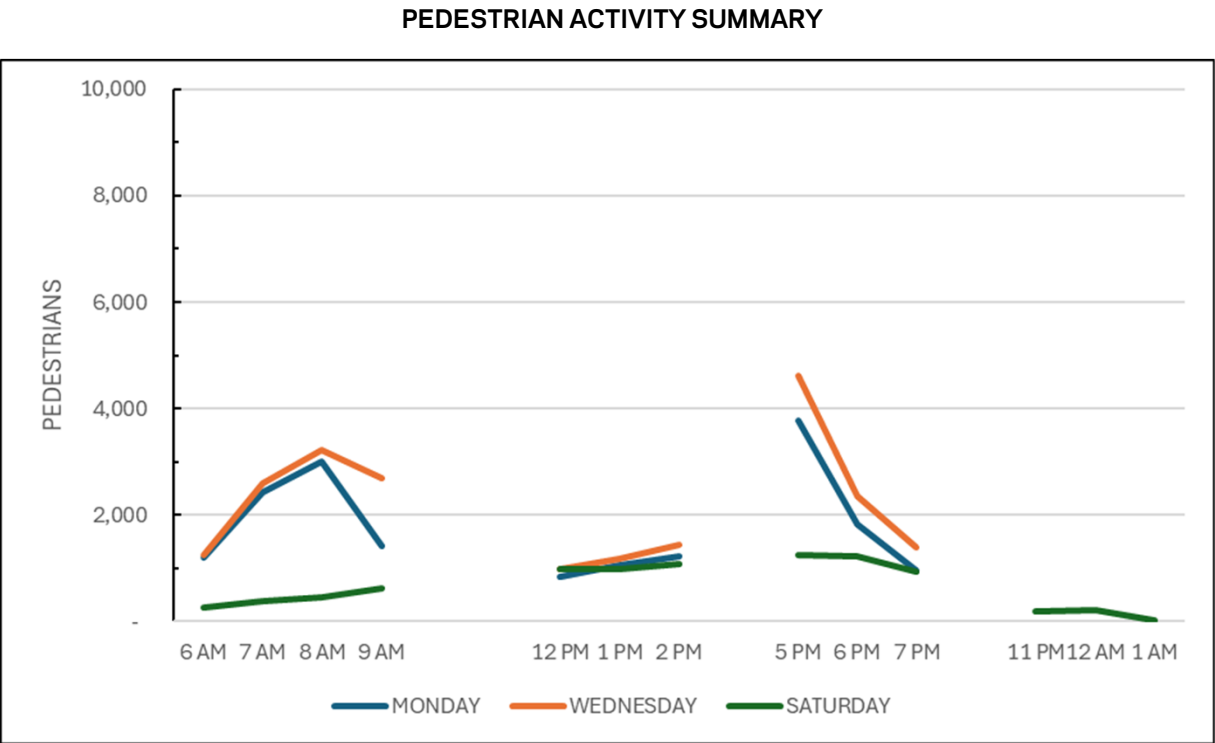
Space: A3012

Summary

Located at the intersection of pedestrian traffic from Grand Central Terminal’s Dining Concourse and One Vanderbilt, this space is the concourse’s third busiest node. It ranks third in foot traffic during weekday mornings, middays, evenings, and weekends. The space occupies some semblance of a corner, making visibility from all directions even stronger.

Pedestrian flow consists of Midtown East employees, as well as those passing through Grand Central Terminal for dining, shopping, and transit connections.

PEDESTRIAN COUNT SUMMARY			
Hour	Monday	Wednesday	Saturday
6 AM	1,195	1,245	270
7 AM	2,439	2,594	381
8 AM	3,004	3,212	459
9 AM	1,416	2,701	625
Total Morning	8,054	9,752	1,735
	8/11	5/11	4/11
12 PM	836	982	988
1 PM	1,066	1,170	981
2 PM	1,231	1,432	1,074
Total Afternoon	3,133	3,584	3,043
	4/11	4/11	4/11
5 PM	3,785	4,609	1,257
6 PM	1,824	2,363	1,234
7 PM	966	1,405	939
Total Evening	6,575	8,377	3,430
	4/11	3/11	4/11
11 PM			194
12 AM			205
1 AM			34
Total Late Night			433
			4/11



Origin	One Vanderbilt	North	Dining Concourse
Monday	25%	54%	21%
Wednesday	23%	55%	21%
Saturday	21%	48%	31%
3-Day Average	23%	52%	25%

Destination	One Vanderbilt	North	Dining Concourse
Monday	42%	45%	13%
Wednesday	44%	43%	13%
Saturday	35%	48%	16%
3-Day Average	40%	45%	14%

Retail Space Summary

Node: GCT Dining Concourse | One Vanderbilt

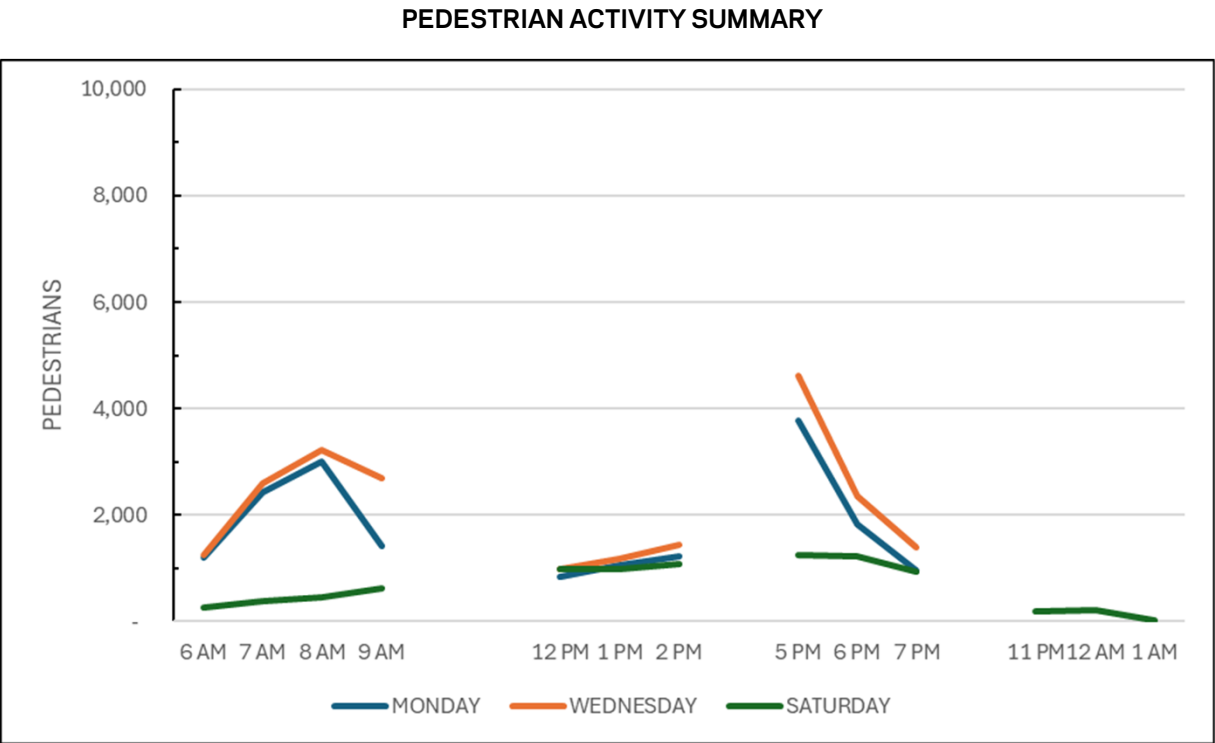
Space: A3024

Summary

Located at the intersection of pedestrian traffic from Grand Central Terminal’s Dining Concourse and One Vanderbilt, this space is the concourse’s third busiest node. It ranks third in foot traffic during weekday mornings, middays, evenings, and weekends. The space occupies some semblance of a corner, making visibility from all directions even stronger.

Pedestrian flow consists of Midtown East employees, as well as those passing through Grand Central Terminal for dining, shopping, and transit connections.

PEDESTRIAN COUNT SUMMARY			
Hour	Monday	Wednesday	Saturday
6 AM	1,195	1,245	270
7 AM	2,439	2,594	381
8 AM	3,004	3,212	459
9 AM	1,416	2,701	625
Total Morning	8,054	9,752	1,735
	8/11	5/11	4/11
12 PM	836	982	988
1 PM	1,066	1,170	981
2 PM	1,231	1,432	1,074
Total Afternoon	3,133	3,584	3,043
	4/11	4/11	4/11
5 PM	3,785	4,609	1,257
6 PM	1,824	2,363	1,234
7 PM	966	1,405	939
Total Evening	6,575	8,377	3,430
	4/11	3/11	4/11
11 PM			194
12 AM			205
1 AM			34
Total Late Night			433
			4/11



Origin	One Vanderbilt	North	Dining Concourse
Monday	25%	54%	21%
Wednesday	23%	55%	21%
Saturday	21%	48%	31%
3-Day Average	23%	52%	25%

Destination	One Vanderbilt	North	Dining Concourse
Monday	42%	45%	13%
Wednesday	44%	43%	13%
Saturday	35%	48%	16%
3-Day Average	40%	45%	14%

Retail Space Summary

Node: GCT Dining Concourse | One Vanderbilt

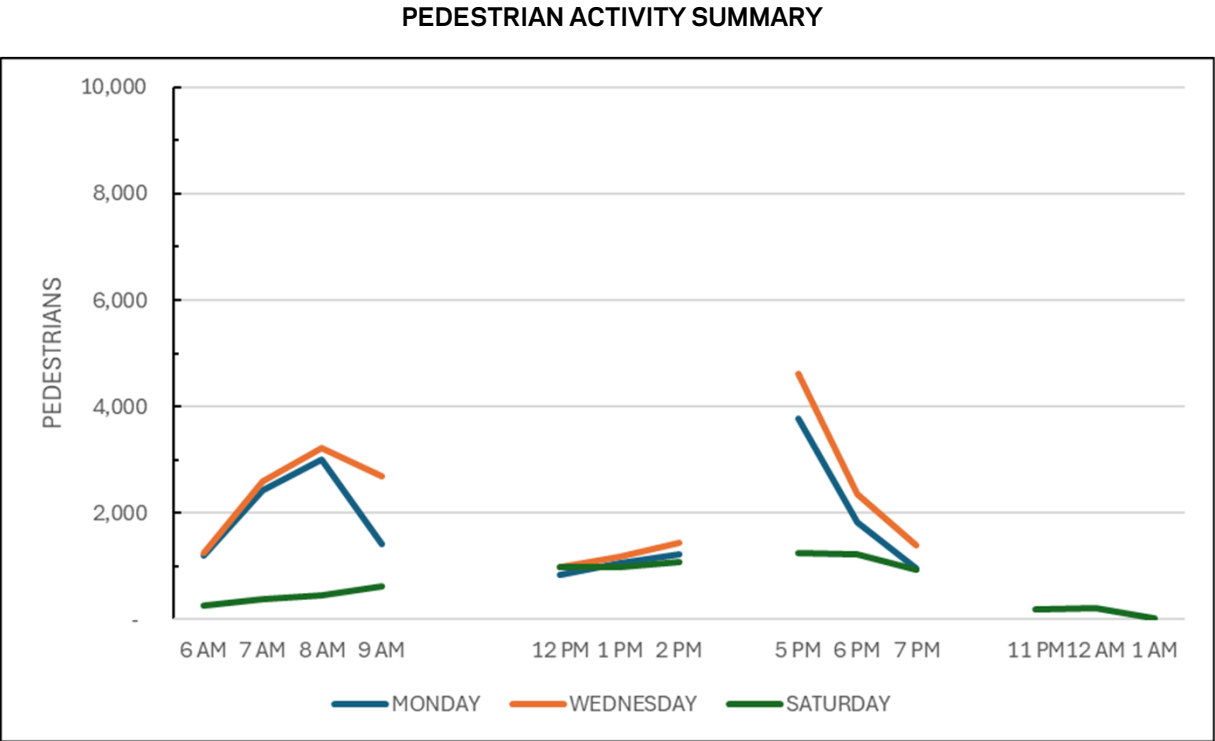
Space: A3034

Summary

Located at the intersection of pedestrian traffic from Grand Central Terminal’s Dining Concourse and One Vanderbilt, this space is the concourse’s third busiest node. It ranks third in foot traffic during weekday mornings, middays, evenings, and weekends. The space occupies some semblance of a corner, making visibility from all directions even stronger.

Pedestrian flow consists of Midtown East employees, as well as those passing through Grand Central Terminal for dining, shopping, and transit connections.

PEDESTRIAN COUNT SUMMARY			
Hour	Monday	Wednesday	Saturday
6 AM	1,195	1,245	270
7 AM	2,439	2,594	381
8 AM	3,004	3,212	459
9 AM	1,416	2,701	625
Total Morning	8,054	9,752	1,735
	8/11	5/11	4/11
12 PM	836	982	988
1 PM	1,066	1,170	981
2 PM	1,231	1,432	1,074
Total Afternoon	3,133	3,584	3,043
	4/11	4/11	4/11
5 PM	3,785	4,609	1,257
6 PM	1,824	2,363	1,234
7 PM	966	1,405	939
Total Evening	6,575	8,377	3,430
	4/11	3/11	4/11
11 PM			194
12 AM			205
1 AM			34
Total Late Night			433
			4/11



Origin	One Vanderbilt	North	Dining Concourse
Monday	25%	54%	21%
Wednesday	23%	55%	21%
Saturday	21%	48%	31%
3-Day Average	23%	52%	25%

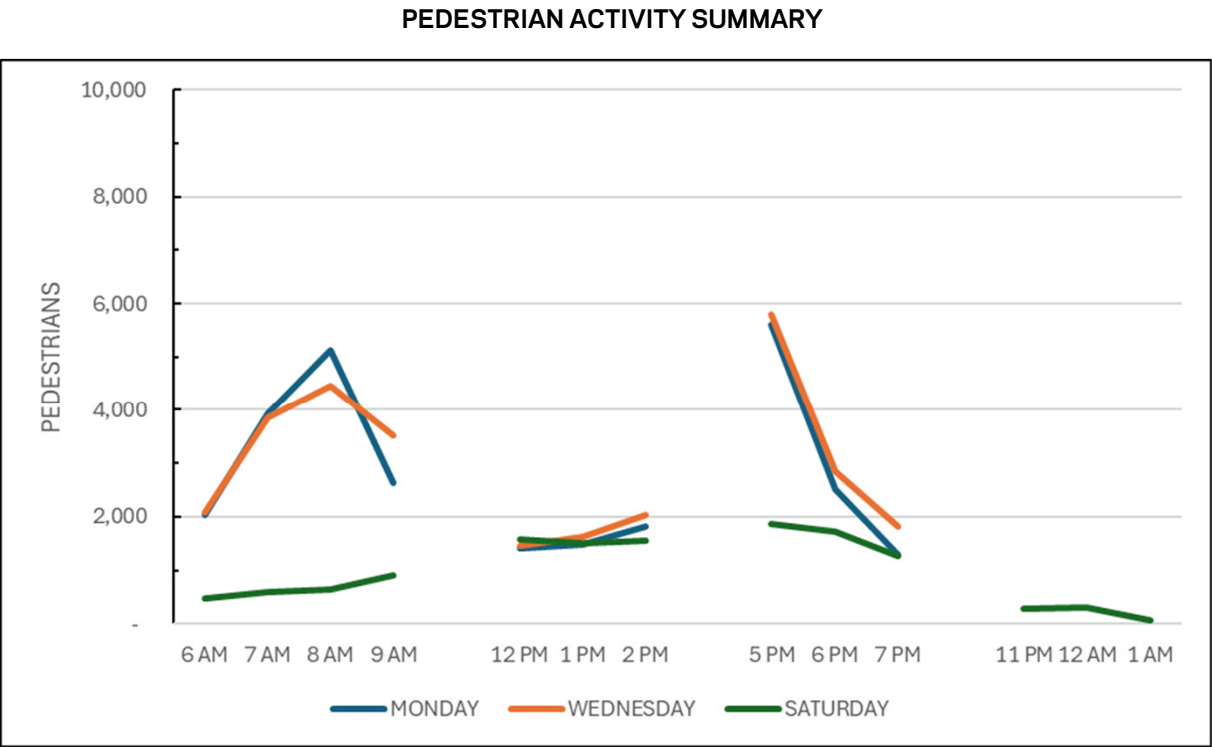
Destination	One Vanderbilt	North	Dining Concourse
Monday	42%	45%	13%
Wednesday	44%	43%	13%
Saturday	35%	48%	16%
3-Day Average	40%	45%	14%

Retail Space Summary
Node: Biltmore Room | 43rd Street
Space: A3116

Summary

Located at the escalator landings connecting to Grand Central Terminal’s Biltmore Room, this space has corner frontage at the second busiest weekday and busiest weekend node. Foot traffic flows between the Biltmore Room—providing access to 43rd Street and Madison—and the Grand Central/One Vanderbilt node en route to LIRR platform escalators.

PEDESTRIAN COUNT SUMMARY			
Hour	Monday	Wednesday	Saturday
6 AM	2,043	2,076	474
7 AM	3,924	3,856	585
8 AM	5,116	4,459	644
9 AM	2,639	3,525	902
Total Morning	13,722	13,916	2,605
	2/11	2/11	2/11
12 PM	1,416	1,450	1,566
1 PM	1,476	1,628	1,510
2 PM	1,809	2,034	1,562
Total Afternoon	4,701	5,112	4,638
	1/11	1/11	1/11
5 PM	5,608	5,804	1,870
6 PM	2,523	2,852	1,712
7 PM	1,300	1,828	1,255
Total Evening	9,431	10,484	4,837
	2/11	2/11	1/11
11 PM			277
12 AM			307
1 AM			61
Total Late Night			645
			1/11



ORIGIN	44TH STREET ELEVATOR	SOUTH	BILTMORE	NORTH
MONDAY	29%	58%	10%	3%
WEDNESDAY	29%	57%	10%	3%
SATURDAY	30%	56%	9%	5%
3-DAY AVERAGE	29%	57%	10%	4%

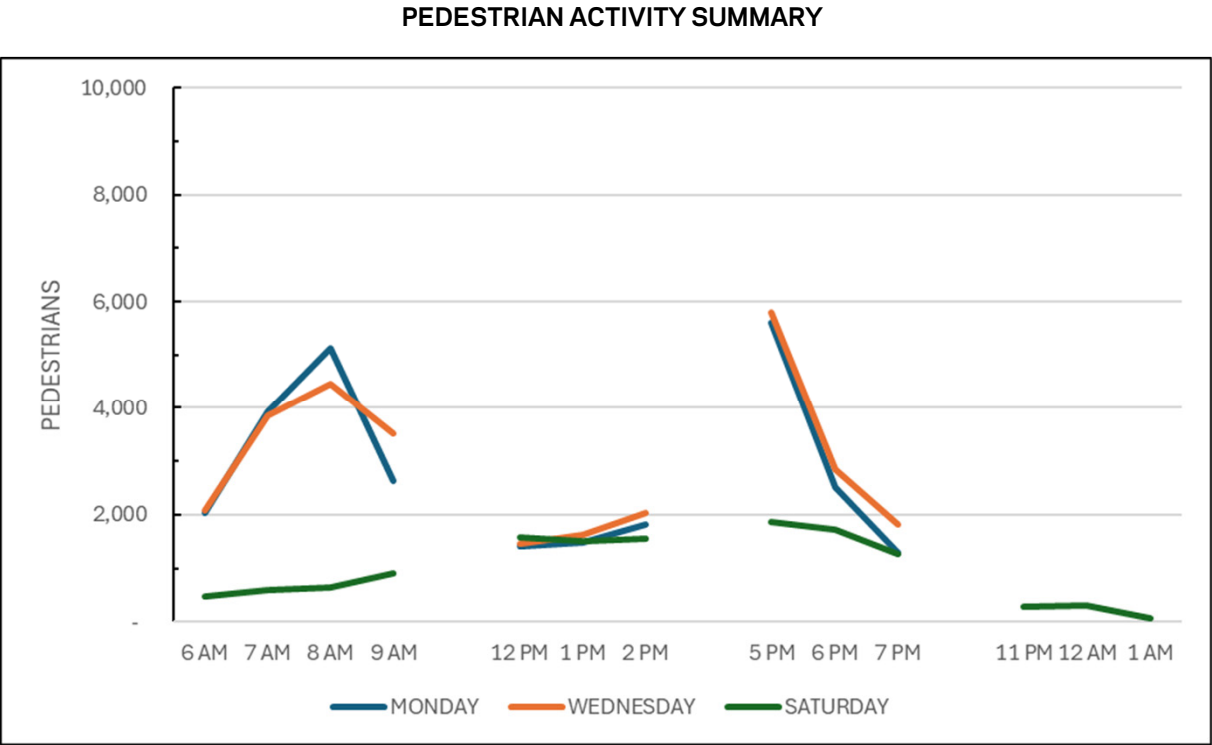
DESTINATION	44TH STREET ELEVATOR	SOUTH	BILTMORE	NORTH
MONDAY	12%	42%	16%	30%
WEDNESDAY	11%	43%	15%	30%
SATURDAY	7%	44%	18%	32%
3-DAY AVERAGE	10%	43%	16%	31%

Retail Space Summary
Node: Biltmore Room | 43rd Street
Space: A3120

Summary

Located at the escalator landings connecting to Grand Central Terminal’s Biltmore Room, this space has corner frontage at the second busiest weekday and busiest weekend node. Foot traffic flows between the Biltmore Room—providing access to 43rd Street and Madison—and the Grand Central/One Vanderbilt node en route to LIRR platform escalators.

PEDESTRIAN COUNT SUMMARY			
Hour	Monday	Wednesday	Saturday
6 AM	2,043	2,076	474
7 AM	3,924	3,856	585
8 AM	5,116	4,459	644
9 AM	2,639	3,525	902
Total Morning	13,722	13,916	2,605
	2/11	2/11	2/11
12 PM	1,416	1,450	1,566
1 PM	1,476	1,628	1,510
2 PM	1,809	2,034	1,562
Total Afternoon	4,701	5,112	4,638
	1/11	1/11	1/11
5 PM	5,608	5,804	1,870
6 PM	2,523	2,852	1,712
7 PM	1,300	1,828	1,255
Total Evening	9,431	10,484	4,837
	2/11	2/11	1/11
11 PM			277
12 AM			307
1 AM			61
Total Late Night			645
			1/11



ORIGIN	44TH STREET ELEVATOR	SOUTH	BILTMORE	NORTH
MONDAY	29%	58%	10%	3%
WEDNESDAY	29%	57%	10%	3%
SATURDAY	30%	56%	9%	5%
3-DAY AVERAGE	29%	57%	10%	4%

DESTINATION	44TH STREET ELEVATOR	SOUTH	BILTMORE	NORTH
MONDAY	12%	42%	16%	30%
WEDNESDAY	11%	43%	15%	30%
SATURDAY	7%	44%	18%	32%
3-DAY AVERAGE	10%	43%	16%	31%

Retail Space Summary

Node: 45th Street

Space: A3125

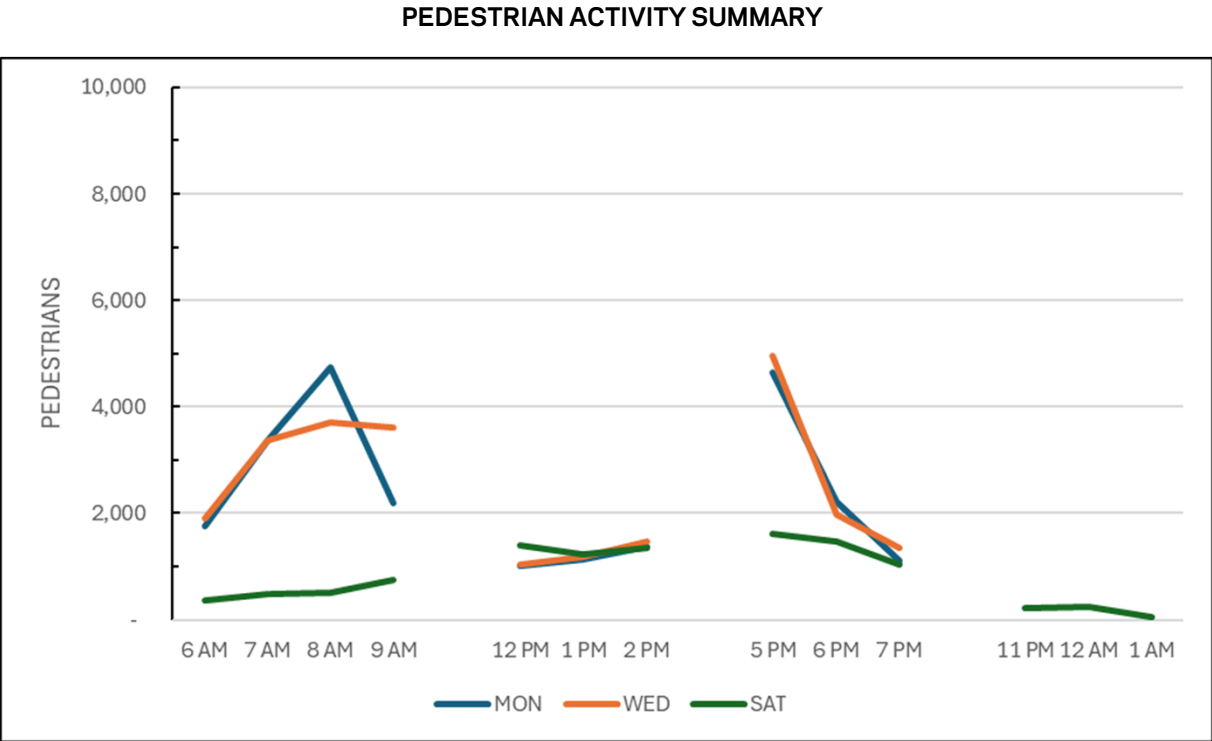
Summary

Centrally located at the 45th Street node, this space sits at the busiest point in the facility, ranking highest in weekday morning and evening traffic and second on weekends. As the southernmost escalator, all pedestrians traveling to or from Grand Central Terminal or One Vanderbilt pass through this space. Foot traffic consists of nearby employees, residents, and Grand Central Terminal patrons.

The space is not a corner location, making visibility to those travelling north from the node limited compared to others.

PEDESTRIAN COUNT SUMMARY

Hour	Monday	Wednesday	Saturday
6 AM	1,752	1,904	358
7 AM	3,368	3,374	493
8 AM	4,745	3,704	516
9 AM	2,184	3,606	747
Total Morning	12,049	12,588	2,114
	3/11	3/11	3/11
12 PM	1,006	1,034	1,395
1 PM	1,121	1,183	1,239
2 PM	1,377	1,465	1,348
Total Afternoon	3,504	3,682	3,982
	3/11	3/11	3/11
5 PM	4,653	4,955	1,611
6 PM	2,217	1,979	1,467
7 PM	1,104	1,340	1,036
Total Evening	7,974	8,274	4,114
	3/11	4/11	3/11
11 PM			208
12 AM			248
1 AM			50
Total Late Night			506
			3/11



Origin	North	Platform	South	45th Street
Monday	27%	37%	36%	0%
Wednesday	28%	38%	34%	0%
Saturday	41%	21%	38%	0%
3-Day Average	32%	32%	36%	0%

Destination	South	Platform
Monday	64%	36%
Wednesday	66%	34%
Saturday	62%	38%
3-Day Average	64%	36%

Retail Space Summary

Node: 45th Street

Space: B3283

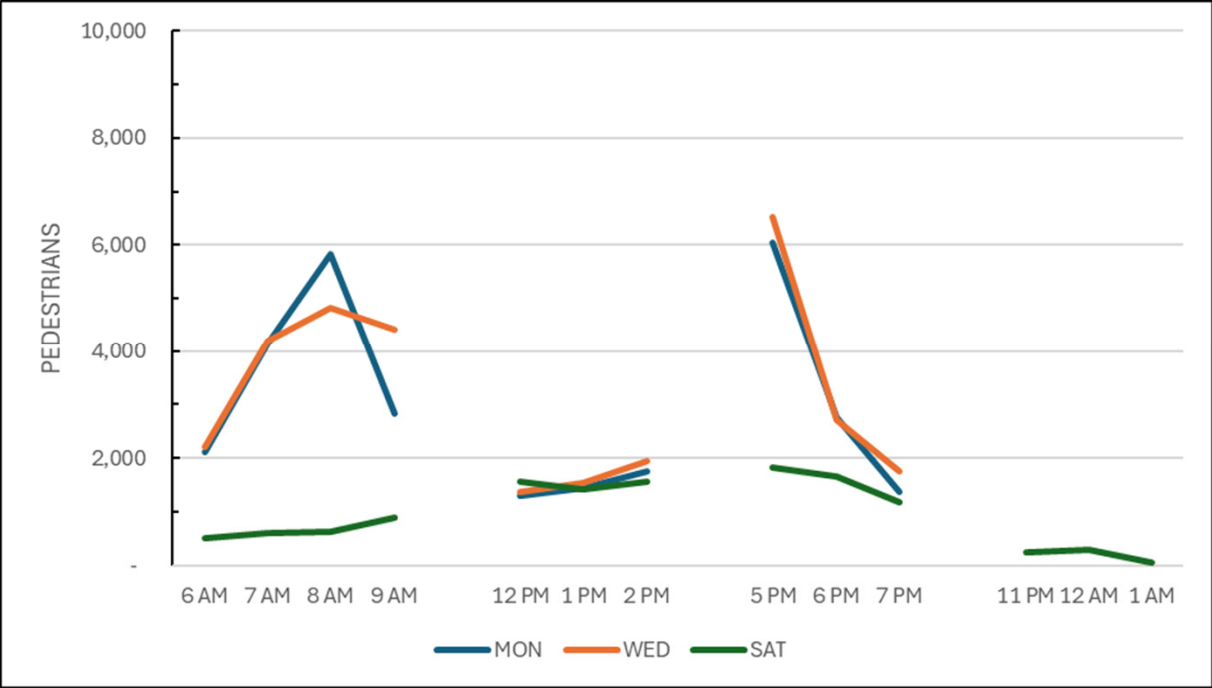
Summary

Centrally located at the 45th Street node, this space sits at the busiest point in the facility, ranking highest in weekday morning and evening traffic and second on weekends. As the southernmost escalator, all pedestrians traveling to or from Grand Central Terminal or One Vanderbilt pass through this space. Foot traffic consists of nearby employees, residents, and Grand Central Terminal patrons.

The space is a corner location, making it highly visible to those travelling from all directions.

PEDESTRIAN COUNT SUMMARY			
Hour	Monday	Wednesday	Saturday
6 AM	2,112	2,199	509
7 AM	4,159	4,191	598
8 AM	5,824	4,832	615
9 AM	2,827	4,408	885
Total Morning	14,922	15,630	2,607
	1/11	1/11	1/11
12 PM	1,296	1,367	1,571
1 PM	1,444	1,543	1,422
2 PM	1,757	1,951	1,560
Total Afternoon	4,497	4,861	4,553
	2/11	2/11	2/11
5 PM	6,044	6,515	1,828
6 PM	2,770	2,704	1,661
7 PM	1,373	1,749	1,187
Total Evening	10,187	10,968	4,676
	1/11	1/11	2/11
11 PM			233
12 AM			291
1 AM			62
Total Late Night			586
			2/11

PEDESTRIAN ACTIVITY SUMMARY



ORIGIN	SOUTH	45TH STREET	PLATFORM	NORTH
MONDAY	37%	1%	37%	25%
WEDNESDAY	37%	1%	37%	26%
SATURDAY	42%	2%	19%	37%
3-DAY AVERAGE	39%	1%	31%	29%

DESTINATION	SOUTH	45TH STREET	NORTH	PLATFORM
MONDAY	51%	1%	15%	33%
WEDNESDAY	51%	0%	17%	31%
SATURDAY	54%	1%	10%	35%
3-DAY AVERAGE	52%	1%	14%	33%

Retail Space Summary

Node: 45th Street

Space: B3026

Summary

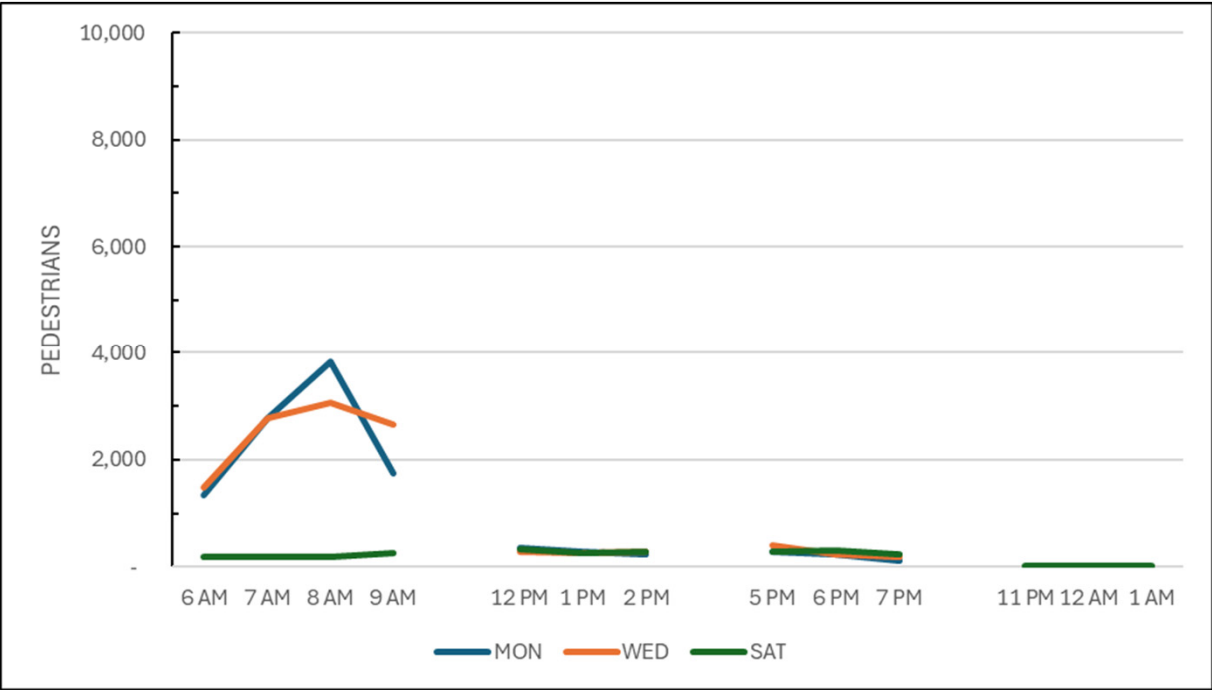
Centrally located at the 45th Street node, this space sits at the busiest point in the facility, ranking highest in weekday morning and evening traffic and second on weekends. As the southernmost escalator, all pedestrians traveling to or from Grand Central Terminal or One Vanderbilt pass through this space. Foot traffic consists of nearby employees, residents, and Grand Central Terminal patrons.

The space sits in the rear of the escalator bank, making it difficult to see for those travelling north and west.

PEDESTRIAN COUNT SUMMARY

Hour	Monday	Wednesday	Saturday
6 AM	1,328	1,477	192
7 AM	2,776	2,780	199
8 AM	3,830	3,060	177
9 AM	1,735	2,663	249
Total Morning	9,669	9,980	817
	4/11	4/11	9/11
12 PM	351	291	331
1 PM	284	262	256
2 PM	228	285	283
Total Afternoon	863	838	870
	10/11	11/11	9/11
5 PM	277	407	290
6 PM	242	237	315
7 PM	113	198	245
Total Evening	632	842	850
	11/11	11/11	9/11
11 PM			30
12 AM			30
1 AM			16
Total Late Night			76
			10/11

PEDESTRIAN ACTIVITY SUMMARY



ORIGIN	45TH STREET	PLATFORM
MONDAY	1%	99%
WEDNESDAY	1%	99%
SATURDAY	7%	93%
3-DAY AVERAGE	3%	97%

DESTINATION	SOUTH	45TH STREET	NORTH	PLATFORM
MONDAY	79%	0%	19%	2%
WEDNESDAY	79%	0%	19%	1%
SATURDAY	86%	0%	6%	7%
3-DAY AVERAGE	81%	0%	15%	4%

Retail Space Summary

Node: 45th Street

Space: B3281

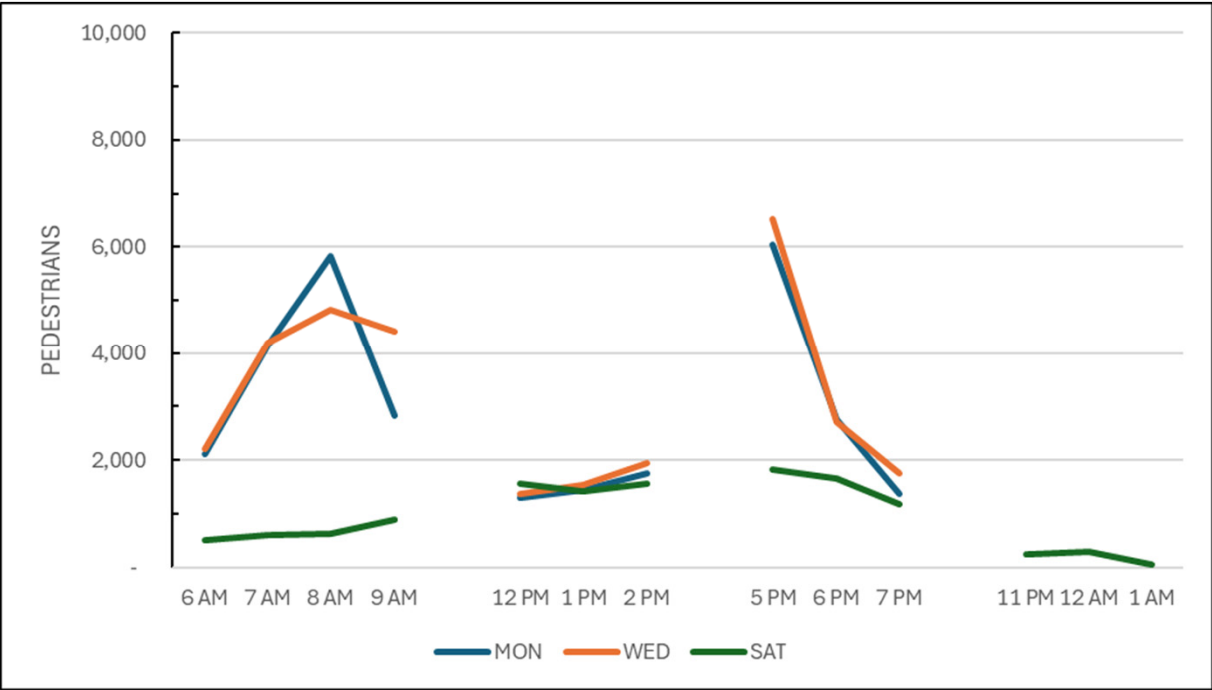
Summary

Centrally located at the 45th Street node, this space sits at the busiest point in the facility, ranking highest in weekday morning and evening traffic and second on weekends. As the southernmost escalator, all pedestrians traveling to or from Grand Central Terminal or One Vanderbilt pass through this space. Foot traffic consists of nearby employees, residents, and Grand Central Terminal patrons.

The space is a corner location, making it highly visible to those travelling from all directions.

PEDESTRIAN COUNT SUMMARY			
Hour	Monday	Wednesday	Saturday
6 AM	2,112	2,199	509
7 AM	4,159	4,191	598
8 AM	5,824	4,832	615
9 AM	2,827	4,408	885
Total Morning	14,922	15,630	2,607
	1/11	1/11	1/11
12 PM	1,296	1,367	1,571
1 PM	1,444	1,543	1,422
2 PM	1,757	1,951	1,560
Total Afternoon	4,497	4,861	4,553
	2/11	2/11	2/11
5 PM	6,044	6,515	1,828
6 PM	2,770	2,704	1,661
7 PM	1,373	1,749	1,187
Total Evening	10,187	10,968	4,676
	1/11	1/11	2/11
11 PM			233
12 AM			291
1 AM			62
Total Late Night			586
			2/11

PEDESTRIAN ACTIVITY SUMMARY



ORIGIN	SOUTH	45TH STREET	PLATFORM	NORTH
MONDAY	37%	1%	37%	25%
WEDNESDAY	37%	1%	37%	26%
SATURDAY	42%	2%	19%	37%
3-DAY AVERAGE	39%	1%	31%	29%

DESTINATION	SOUTH	45TH STREET	NORTH	PLATFORM
MONDAY	51%	1%	15%	33%
WEDNESDAY	51%	0%	17%	31%
SATURDAY	54%	1%	10%	35%
3-DAY AVERAGE	52%	1%	14%	33%

Retail Space Summary

Node: 45th Street

Space: B3288

Summary

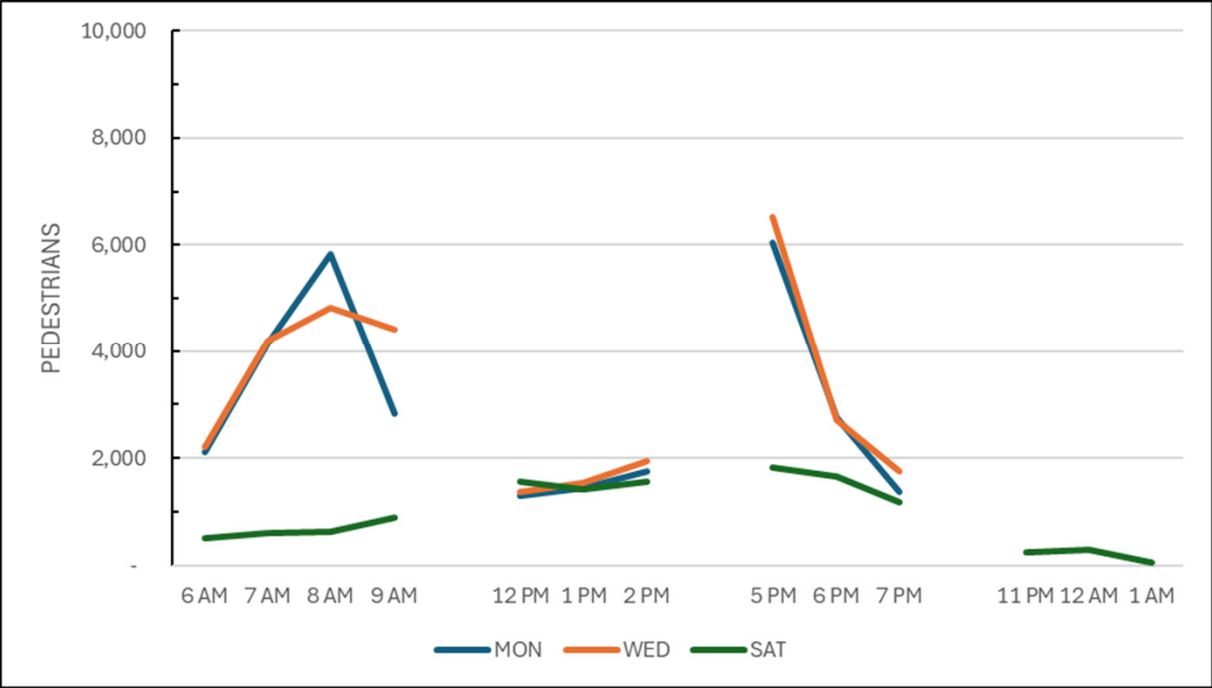
Centrally located at the 45th Street node, this space sits at the busiest point in the facility, ranking highest in weekday morning and evening traffic and second on weekends. As the southernmost escalator, all pedestrians traveling to or from Grand Central Terminal or One Vanderbilt pass through this space. Foot traffic consists of nearby employees, residents, and Grand Central Terminal patrons.

The space is a corner location, making it highly visible to those travelling from all directions.

PEDESTRIAN COUNT SUMMARY

Hour	Monday	Wednesday	Saturday
6 AM	2,112	2,199	509
7 AM	4,159	4,191	598
8 AM	5,824	4,832	615
9 AM	2,827	4,408	885
Total Morning	14,922	15,630	2,607
	1/11	1/11	1/11
12 PM	1,296	1,367	1,571
1 PM	1,444	1,543	1,422
2 PM	1,757	1,951	1,560
Total Afternoon	4,497	4,861	4,553
	2/11	2/11	2/11
5 PM	6,044	6,515	1,828
6 PM	2,770	2,704	1,661
7 PM	1,373	1,749	1,187
Total Evening	10,187	10,968	4,676
	1/11	1/11	2/11
11 PM			233
12 AM			291
1 AM			62
Total Late Night			586
			2/11

PEDESTRIAN ACTIVITY SUMMARY



ORIGIN	SOUTH	45TH STREET	PLATFORM	NORTH
MONDAY	37%	1%	37%	25%
WEDNESDAY	37%	1%	37%	26%
SATURDAY	42%	2%	19%	37%
3-DAY AVERAGE	39%	1%	31%	29%

DESTINATION	SOUTH	45TH STREET	NORTH	PLATFORM
MONDAY	51%	1%	15%	33%
WEDNESDAY	51%	0%	17%	31%
SATURDAY	54%	1%	10%	35%
3-DAY AVERAGE	52%	1%	14%	33%

Retail Space Summary

Node: 45th Street

Space: B3290

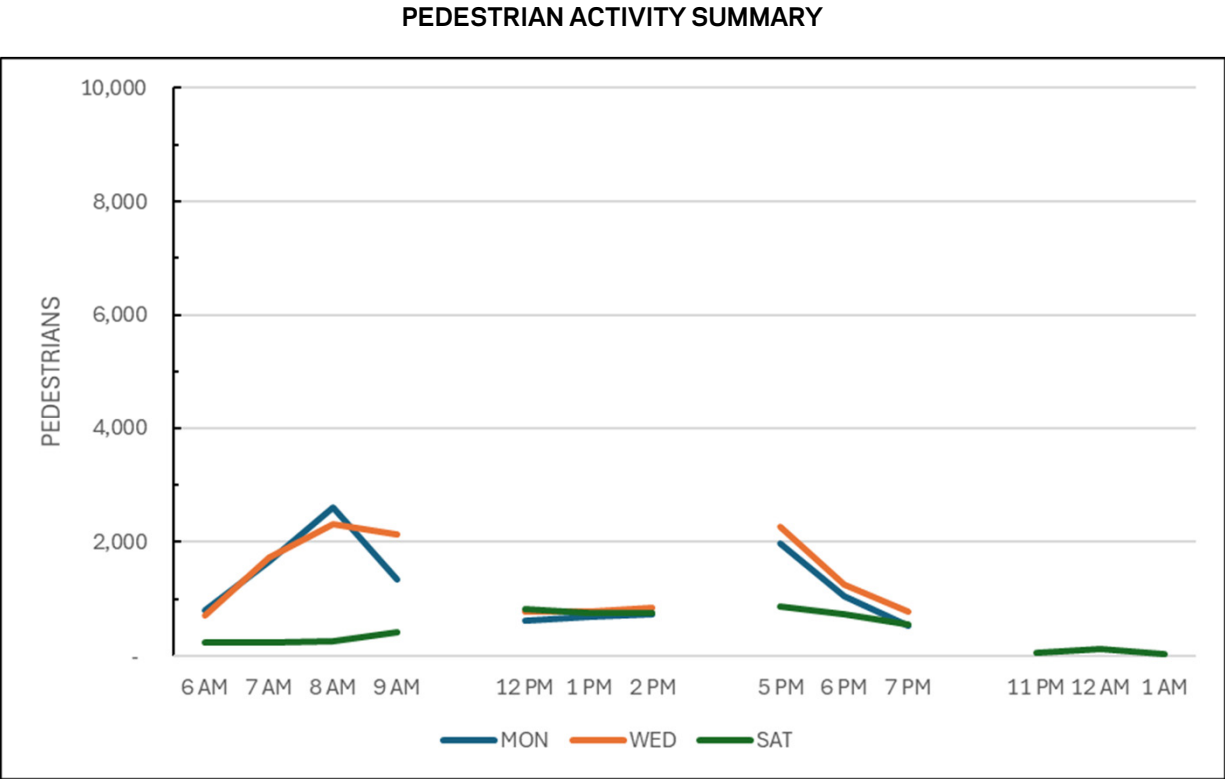
Summary

Centrally located at the 45th Street node, this space sits at the busiest point in the facility, ranking highest in weekday morning and evening traffic and second on weekends. As the southernmost escalator, all pedestrians traveling to or from Grand Central Terminal or One Vanderbilt pass through this space. Foot traffic consists of nearby employees, residents, and Grand Central Terminal patrons.

The space is not a corner location, making visibility to those travelling through the escalator bank from the south challenging.

PEDESTRIAN COUNT SUMMARY

Hour	Monday	Wednesday	Saturday
6 AM	802	701	233
7 AM	1,666	1,721	242
8 AM	2,596	2,317	268
9 AM	1,352	2,136	414
Total Morning	6,416 9/11	6,875 9/11	1,157 8/11
12 PM	618	780	816
1 PM	699	767	752
2 PM	722	840	749
Total Afternoon	2,039 8/11	2,387 8/11	2,317 6/11
5 PM	1,964	2,257	861
6 PM	1,044	1,249	734
7 PM	528	786	547
Total Evening	3,536 8/11	4,292 8/11	2,142 6/11
11 PM			56
12 AM			116
1 AM			24
Total Late Night			196 8/11



ORIGIN	NORTH	PLATFORM	SOUTH	45TH STREET
MONDAY	62%	18%	20%	0%
WEDNESDAY	60%	17%	24%	0%
SATURDAY	79%	3%	18%	1%
3-DAY AVERAGE	67%	12%	20%	0%

DESTINATION	NORTH	PLATFORM	SOUTH	45TH STREET
MONDAY	38%	9%	53%	0%
WEDNESDAY	41%	9%	50%	0%
SATURDAY	21%	2%	76%	0%
3-DAY AVERAGE	33%	7%	60%	0%

Retail Space Summary

Node: 46th Street

Space: B3300

Summary

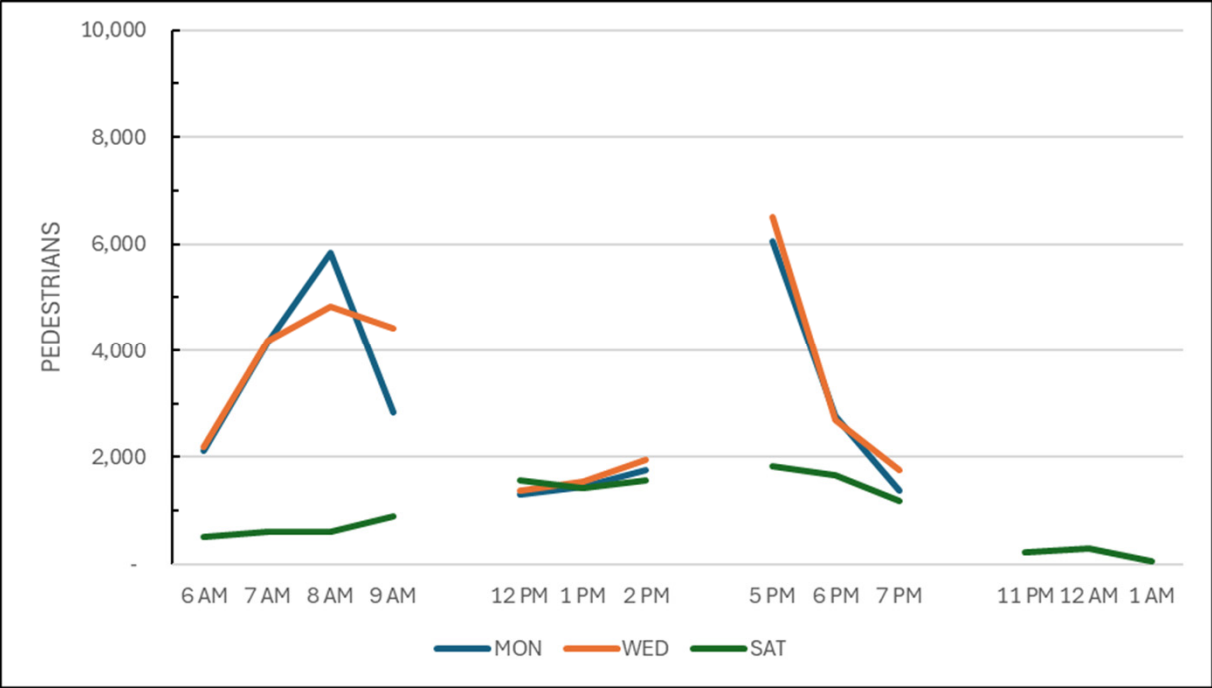
Located at the 46th Street node, this space currently experiences among the lowest levels of foot traffic, although volumes are expected to rise once street connections are established. Nearby, the concourse’s central bar and a cluster of west-side retail create potential for a high-traffic anchor. Pedestrians here include employees traveling to Madison Avenue and nearby areas, as well as those heading to and from points south.

The space is a corner location, making for strong visibility from all directions.

PEDESTRIAN COUNT SUMMARY

Hour	Monday	Wednesday	Saturday
6 AM	1,051	1,008	305
7 AM	2,212	2,161	273
8 AM	3,919	2,930	300
9 AM	1,822	2,590	472
Total Morning	9,004	8,689	1,350
	7/11	8/11	5/11
12 PM	690	902	884
1 PM	800	753	843
2 PM	854	1,150	840
Total Afternoon	2,344	2,805	2,567
	5/11	6/11	5/11
5 PM	2,555	2,780	927
6 PM	1,314	1,397	856
7 PM	615	830	624
Total Evening	4,484	5,007	2,407
	7/11	7/11	5/11
11 PM			74
12 AM			123
1 AM			28
Total Late Night			225
			5/11

PEDESTRIAN ACTIVITY SUMMARY



ORIGIN	MADISON CONCOURSE	SOUTH	46TH ST	PLATFORM
MONDAY	35%	30%	0%	34%
WEDNESDAY	38%	33%	0%	29%
SATURDAY	44%	21%	0%	35%
3-DAY AVERAGE	39%	28%	0%	33%

DESTINATION	MADISON CONCOURSE	SOUTH	46TH ST	PLATFORM
MONDAY	42%	49%	0%	9%
WEDNESDAY	40%	49%	0%	10%
SATURDAY	26%	68%	0%	5%
3-DAY AVERAGE	36%	55%	0%	8%

Retail Space Summary

Node: 46th Street

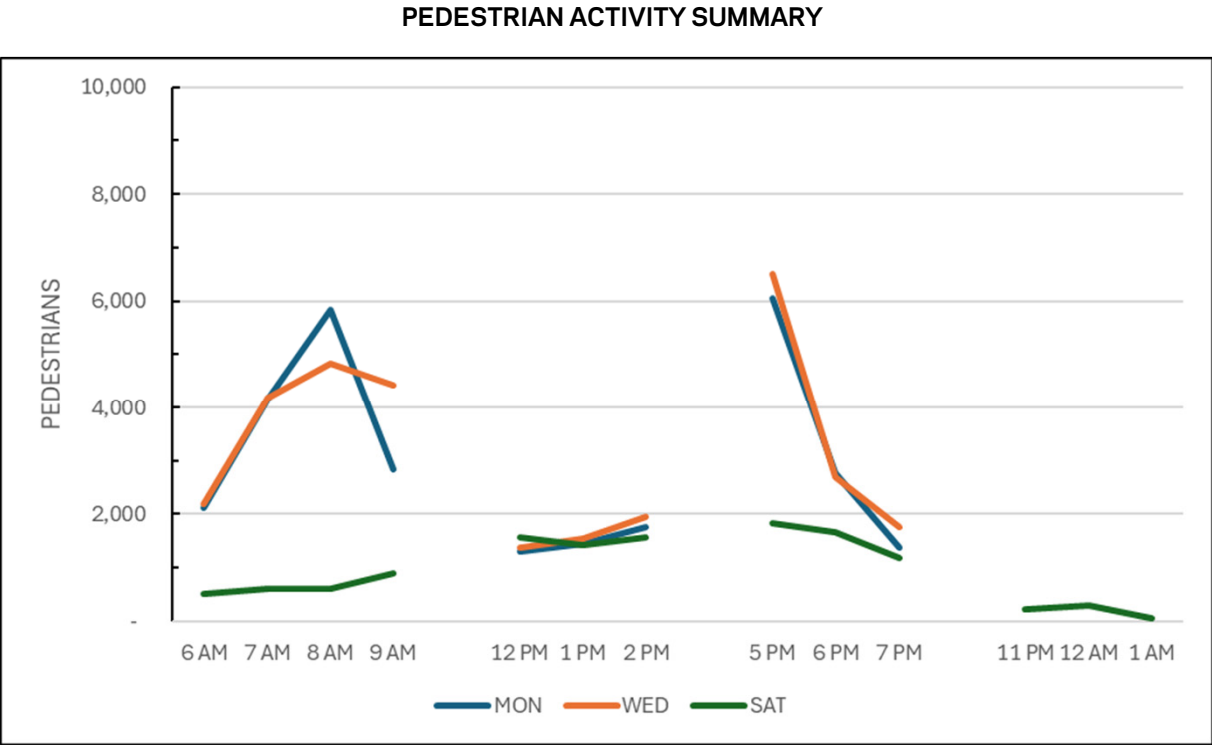
Space: B3302

Summary

Located at the 46th Street node, this space currently experiences among the lowest levels of foot traffic, although volumes are expected to rise once street connections are established. Nearby, the concourse’s central bar and its clustering with two adjacent spaces presents potential for anchor-like synergies. Pedestrians here include employees traveling to Madison Avenue and nearby areas, as well as those heading to and from points south.

The space is a corner location, making for strong visibility from all directions.

PEDESTRIAN COUNT SUMMARY			
Hour	Monday	Wednesday	Saturday
6 AM	1,051	1,008	305
7 AM	2,212	2,161	273
8 AM	3,919	2,930	300
9 AM	1,822	2,590	472
Total Morning	9,004	8,689	1,350
	7/11	8/11	5/11
12 PM	690	902	884
1 PM	800	753	843
2 PM	854	1,150	840
Total Afternoon	2,344	2,805	2,567
	5/11	6/11	5/11
5 PM	2,555	2,780	927
6 PM	1,314	1,397	856
7 PM	615	830	624
Total Evening	4,484	5,007	2,407
	7/11	7/11	5/11
11 PM			74
12 AM			123
1 AM			28
Total Late Night			225
			5/11



ORIGIN	MADISON			
	CONCOURSE	SOUTH	46TH ST	PLATFORM
MONDAY	35%	30%	0%	34%
WEDNESDAY	38%	33%	0%	29%
SATURDAY	44%	21%	0%	35%
3-DAY AVERAGE	39%	28%	0%	33%

DESTINATION	MADISON			
	CONCOURSE	SOUTH	46TH ST	PLATFORM
MONDAY	42%	49%	0%	9%
WEDNESDAY	40%	49%	0%	10%
SATURDAY	26%	68%	0%	5%
3-DAY AVERAGE	36%	55%	0%	8%

Retail Space Summary

Node: 46th Street

Space: B3303

Summary

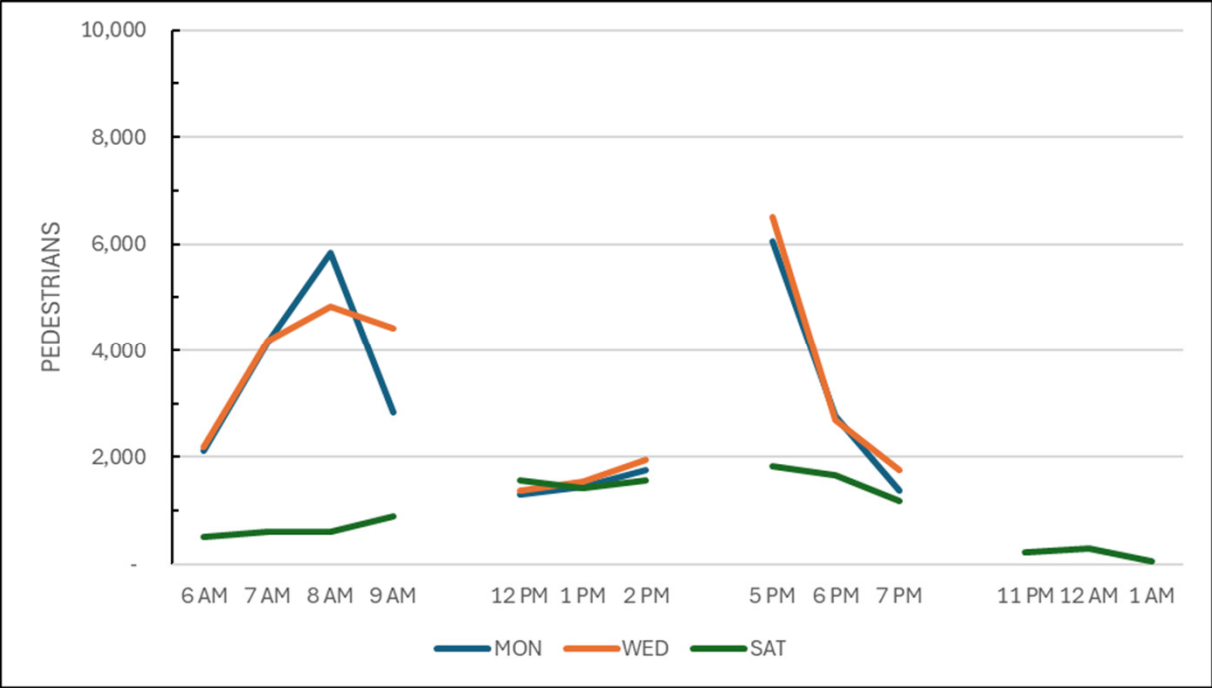
Located at the 46th Street node, this space currently experiences among the lowest levels of foot traffic, although volumes are expected to rise once street connections are established. Nearby, the concourse’s central bar and its clustering with two adjacent spaces presents potential for anchor-like synergies. Pedestrians here include employees traveling to Madison Avenue and nearby areas, as well as those heading to and from points south.

The space is a corner location, making for strong visibility from all directions.

PEDESTRIAN COUNT SUMMARY

Hour	Monday	Wednesday	Saturday
6 AM	1,051	1,008	305
7 AM	2,212	2,161	273
8 AM	3,919	2,930	300
9 AM	1,822	2,590	472
Total Morning	9,004	8,689	1,350
	7/11	8/11	5/11
12 PM	690	902	884
1 PM	800	753	843
2 PM	854	1,150	840
Total Afternoon	2,344	2,805	2,567
	5/11	6/11	5/11
5 PM	2,555	2,780	927
6 PM	1,314	1,397	856
7 PM	615	830	624
Total Evening	4,484	5,007	2,407
	7/11	7/11	5/11
11 PM			74
12 AM			123
1 AM			28
Total Late Night			225
			5/11

PEDESTRIAN ACTIVITY SUMMARY



ORIGIN	MADISON CONCOURSE	SOUTH	46TH ST	PLATFORM
MONDAY	35%	30%	0%	34%
WEDNESDAY	38%	33%	0%	29%
SATURDAY	44%	21%	0%	35%
3-DAY AVERAGE	39%	28%	0%	33%

DESTINATION	MADISON CONCOURSE	SOUTH	46TH ST	PLATFORM
MONDAY	42%	49%	0%	9%
WEDNESDAY	40%	49%	0%	10%
SATURDAY	26%	68%	0%	5%
3-DAY AVERAGE	36%	55%	0%	8%

Retail Space Summary

Node: 46th Street

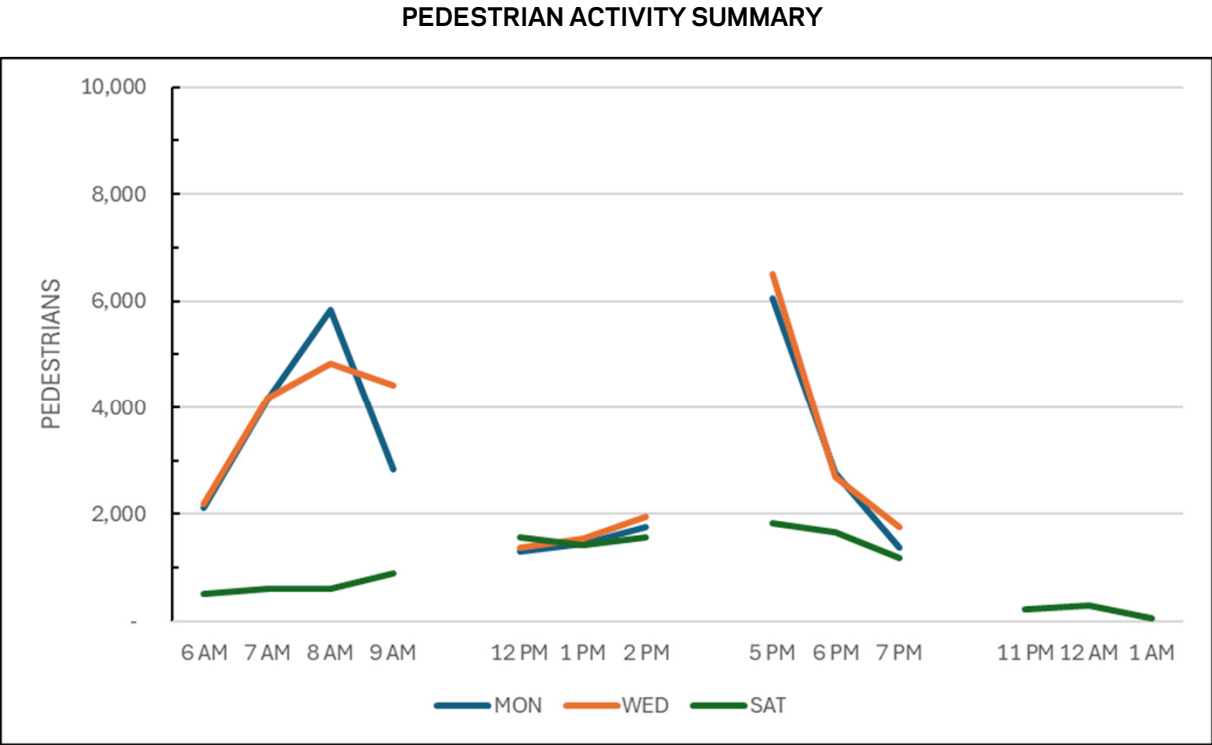
Space: B3305

Summary

Located at the 46th Street node, this space currently experiences among the lowest levels of foot traffic, although volumes are expected to rise once street connections are established. Nearby, the concourse’s central bar and its clustering with two adjacent spaces presents potential for anchor-like synergies. Pedestrians here include employees traveling to Madison Avenue and nearby areas, as well as those heading to and from points south.

The space is a corner location, making for strong visibility from all directions.

PEDESTRIAN COUNT SUMMARY			
Hour	Monday	Wednesday	Saturday
6 AM	1,051	1,008	305
7 AM	2,212	2,161	273
8 AM	3,919	2,930	300
9 AM	1,822	2,590	472
Total Morning	9,004	8,689	1,350
	7/11	8/11	5/11
12 PM	690	902	884
1 PM	800	753	843
2 PM	854	1,150	840
Total Afternoon	2,344	2,805	2,567
	5/11	6/11	5/11
5 PM	2,555	2,780	927
6 PM	1,314	1,397	856
7 PM	615	830	624
Total Evening	4,484	5,007	2,407
	7/11	7/11	5/11
11 PM			74
12 AM			123
1 AM			28
Total Late Night			225
			5/11



ORIGIN	MADISON			
	CONCOURSE	SOUTH	46TH ST	PLATFORM
MONDAY	35%	30%	0%	34%
WEDNESDAY	38%	33%	0%	29%
SATURDAY	44%	21%	0%	35%
3-DAY AVERAGE	39%	28%	0%	33%

DESTINATION	MADISON			
	CONCOURSE	SOUTH	46TH ST	PLATFORM
MONDAY	42%	49%	0%	9%
WEDNESDAY	40%	49%	0%	10%
SATURDAY	26%	68%	0%	5%
3-DAY AVERAGE	36%	55%	0%	8%

Retail Space Summary

Node: 46th Street
Space: C3402 (BAR)

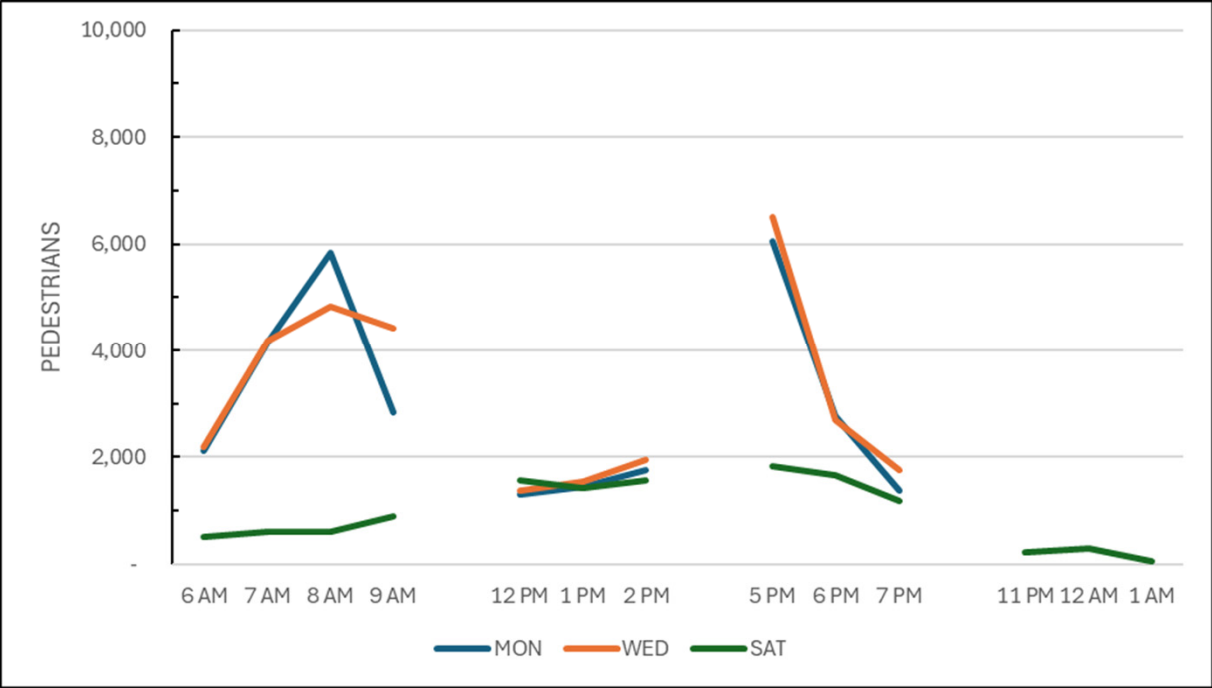
Summary

Located at the 46th Street node, this space currently experiences among the lowest levels of foot traffic, although volumes are expected to rise once street connections are established. The space is designed and will be programmed as a long, central bar, making this a destination for the facility. The design of it will make it visible from all directions, including from the adjacent 47th Street node, which is among the busiest morning nodes.

PEDESTRIAN COUNT SUMMARY

Hour	Monday	Wednesday	Saturday
6 AM	1,051	1,008	305
7 AM	2,212	2,161	273
8 AM	3,919	2,930	300
9 AM	1,822	2,590	472
Total Morning	9,004 7/11	8,689 8/11	1,350 5/11
12 PM	690	902	884
1 PM	800	753	843
2 PM	854	1,150	840
Total Afternoon	2,344 5/11	2,805 6/11	2,567 5/11
5 PM	2,555	2,780	927
6 PM	1,314	1,397	856
7 PM	615	830	624
Total Evening	4,484 7/11	5,007 7/11	2,407 5/11
11 PM			74
12 AM			123
1 AM			28
Total Late Night			225 5/11

PEDESTRIAN ACTIVITY SUMMARY



ORIGIN	MADISON CONCOURSE	SOUTH	46TH ST	PLATFORM
MONDAY	35%	30%	0%	34%
WEDNESDAY	38%	33%	0%	29%
SATURDAY	44%	21%	0%	35%
3-DAY AVERAGE	39%	28%	0%	33%

DESTINATION	MADISON CONCOURSE	SOUTH	46TH ST	PLATFORM
MONDAY	42%	49%	0%	9%
WEDNESDAY	40%	49%	0%	10%
SATURDAY	26%	68%	0%	5%
3-DAY AVERAGE	36%	55%	0%	8%

Retail Space Summary

Node: 47th Street

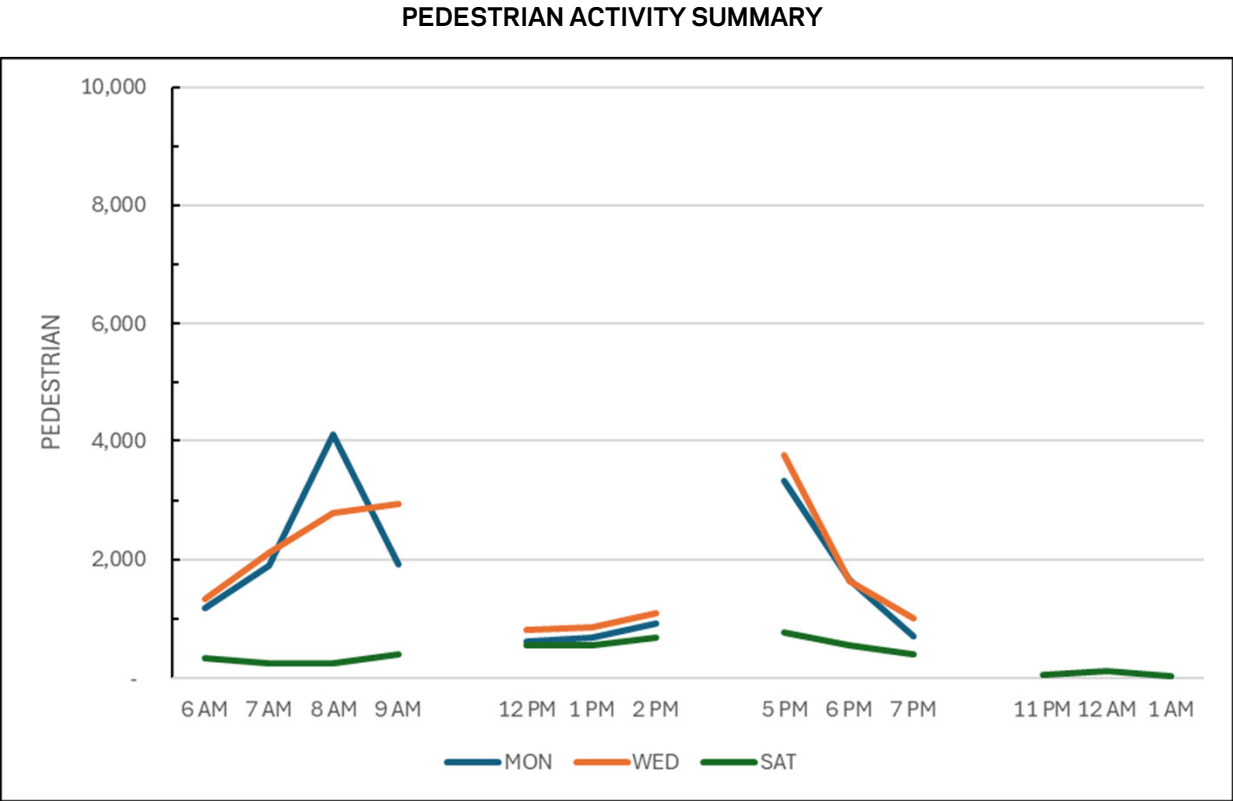
Space: B3505

Summary

Located at the 47th Street node, this space currently experiences among the highest levels of morning foot traffic, which is only expected to grow with the 48th Street and 46th Street access to Madison Avenue fully opens. Although it is busy on weekday mornings, it ranks in the bottom half on weekday evenings. It also ranks second lowest in weekend foot traffic.

Although not a corner space, it is visible from most directions, with the exception of those entering from the street level.

PEDESTRIAN COUNT SUMMARY			
Hour	Monday	Wednesday	Saturday
6 AM	1,183	1,339	338
7 AM	1,886	2,115	244
8 AM	4,117	2,784	252
9 AM	1,909	2,931	406
Total Morning	9,095	9,169	1,240
	6/11	7/11	7/11
12 PM	610	823	561
1 PM	692	863	559
2 PM	923	1,100	690
Total Afternoon	2,225	2,786	1,810
	7/11	7/11	8/11
5 PM	3,318	3,769	765
6 PM	1,664	1,644	558
7 PM	701	1,005	404
Total Evening	5,683	6,418	1,727
	6/11	6/11	8/11
11 PM			65
12 AM			116
1 AM			24
Total Late Night			205
			7/11



ORIGIN	NORTH	PLATFORM	SOUTH	47 STREET/GCT
MONDAY	12%	48%	38%	2%
WEDNESDAY	13%	46%	40%	1%
SATURDAY	20%	41%	34%	4%
3-DAY AVERAGE	15%	45%	38%	2%

DESTINATION	NORTH	PLATFORM	MADISON CONCOURSE	47 STREET/GCT
MONDAY	7%	32%	48%	14%
WEDNESDAY	8%	33%	46%	13%
SATURDAY	15%	17%	50%	17%
3-DAY AVERAGE	10%	27%	48%	15%

Retail Space Summary

Node: 47th Street

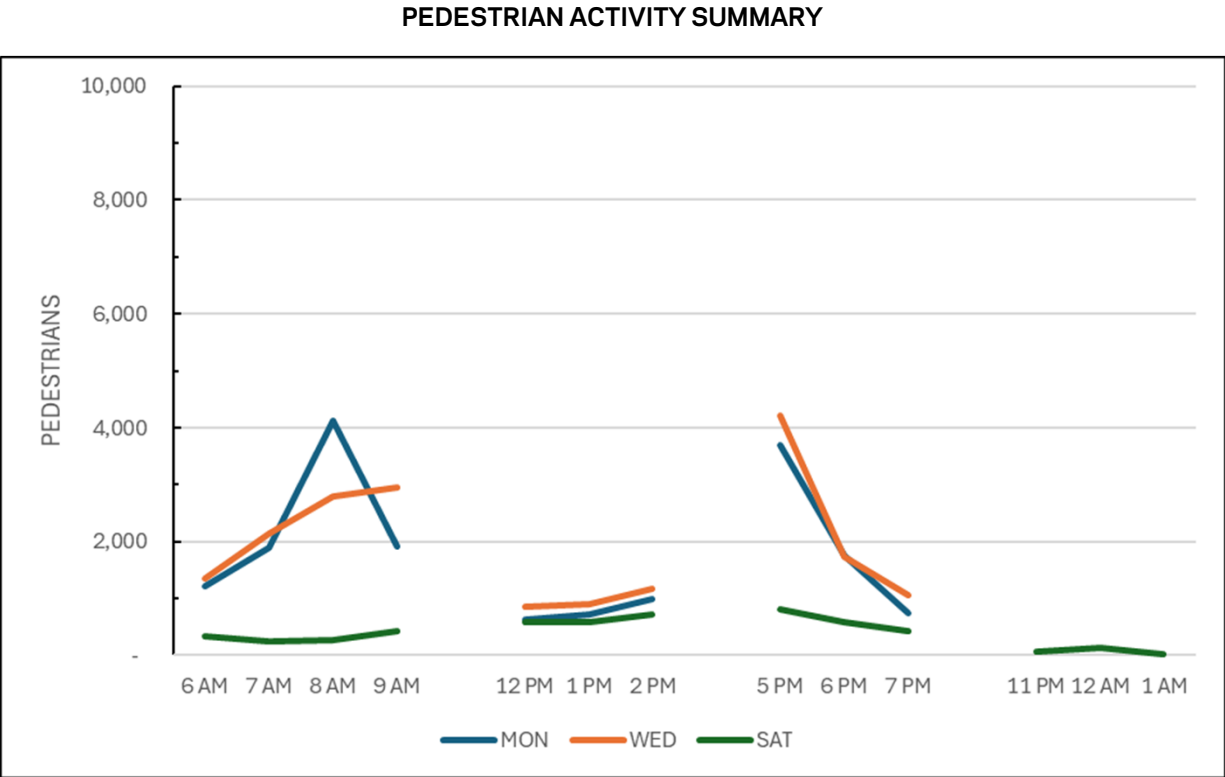
Space: C3507

Summary

Located at the 47th Street node, this space currently experiences among the highest levels of morning foot traffic, which is only expected to grow with the 48th Street and 46th Street access to Madison Avenue fully opens. Although it is busy on weekday mornings, it ranks in the bottom half on weekday evenings. It also ranks second lowest in weekend foot traffic.

The space occupies a corner space, making it visible from all directions.

PEDESTRIAN COUNT SUMMARY			
Hour	Monday	Wednesday	Saturday
6 AM	1,208	1,347	344
7 AM	1,900	2,132	258
8 AM	4,128	2,792	261
9 AM	1,919	2,946	416
Total Morning	9,155	9,217	1,279
	5/11	6/11	6/11
12 PM	628	861	585
1 PM	725	911	582
2 PM	991	1,162	719
Total Afternoon	2,344	2,934	1,886
	5/11	5/11	7/11
5 PM	3,698	4,218	802
6 PM	1,759	1,737	580
7 PM	739	1,048	425
Total Evening	6,196	7,003	1,807
	5/11	5/11	7/11
11 PM			65
12 AM			126
1 AM			27
Total Late Night			218
			6/11



ORIGIN	ESCALATORS TO		MADISON	
	NORTH	PLATFORM	CONCOURSE	47TH ST/GCT
MONDAY	12%	46%	37%	5%
WEDNESDAY	12%	44%	39%	5%
SATURDAY	19%	40%	33%	8%
3-DAY AVERAGE	15%	43%	36%	6%

DESTINATION	ESCALATORS TO		MADISON	
	NORTH	PLATFORM	CONCOURSE	47TH ST/GCT
MONDAY	7%	33%	46%	13%
WEDNESDAY	8%	35%	45%	12%
SATURDAY	16%	19%	48%	17%
3-DAY AVERAGE	11%	29%	46%	14%

Retail Space Summary

Node: 47th Street

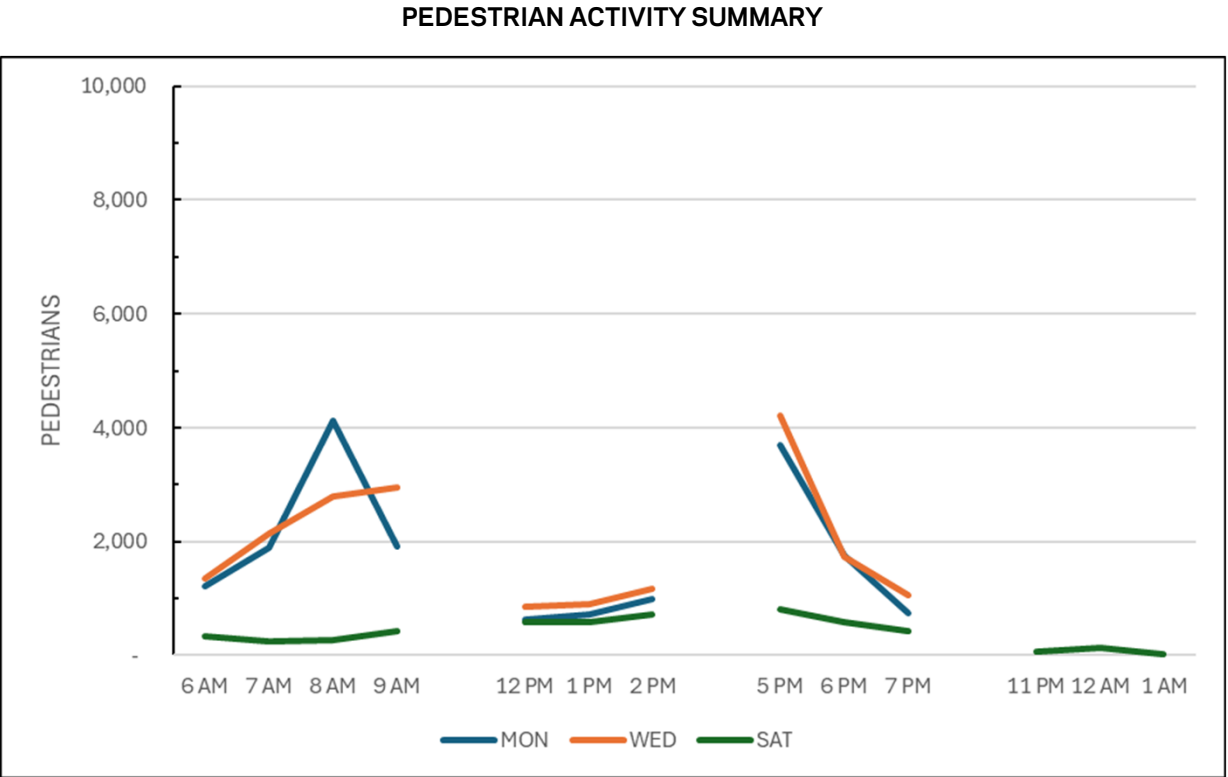
Space: C3508

Summary

Located at the 47th Street node, this space currently experiences among the highest levels of morning foot traffic, which is only expected to grow with the 48th Street and 46th Street access to Madison Avenue fully opens. Although it is busy on weekday mornings, it ranks in the bottom half on weekday evenings. It also ranks second lowest in weekend foot traffic.

The space occupies a corner space, making it visible from all directions.

PEDESTRIAN COUNT SUMMARY			
Hour	Monday	Wednesday	Saturday
6 AM	1,208	1,347	344
7 AM	1,900	2,132	258
8 AM	4,128	2,792	261
9 AM	1,919	2,946	416
Total Morning	9,155	9,217	1,279
	5/11	6/11	6/11
12 PM	628	861	585
1 PM	725	911	582
2 PM	991	1,162	719
Total Afternoon	2,344	2,934	1,886
	5/11	5/11	7/11
5 PM	3,698	4,218	802
6 PM	1,759	1,737	580
7 PM	739	1,048	425
Total Evening	6,196	7,003	1,807
	5/11	5/11	7/11
11 PM			65
12 AM			126
1 AM			27
Total Late Night			218
			6/11



ORIGIN	ESCALATORS TO		MADISON	
	NORTH	PLATFORM	CONCOURSE	47TH ST/GCT
MONDAY	12%	46%	37%	5%
WEDNESDAY	12%	44%	39%	5%
SATURDAY	19%	40%	33%	8%
3-DAY AVERAGE	15%	43%	36%	6%

DESTINATION	ESCALATORS TO		MADISON	
	NORTH	PLATFORM	CONCOURSE	47TH ST/GCT
MONDAY	7%	33%	46%	13%
WEDNESDAY	8%	35%	45%	12%
SATURDAY	16%	19%	48%	17%
3-DAY AVERAGE	11%	29%	46%	14%

Retail Space Summary

Node: 47th Street

Space: C3487

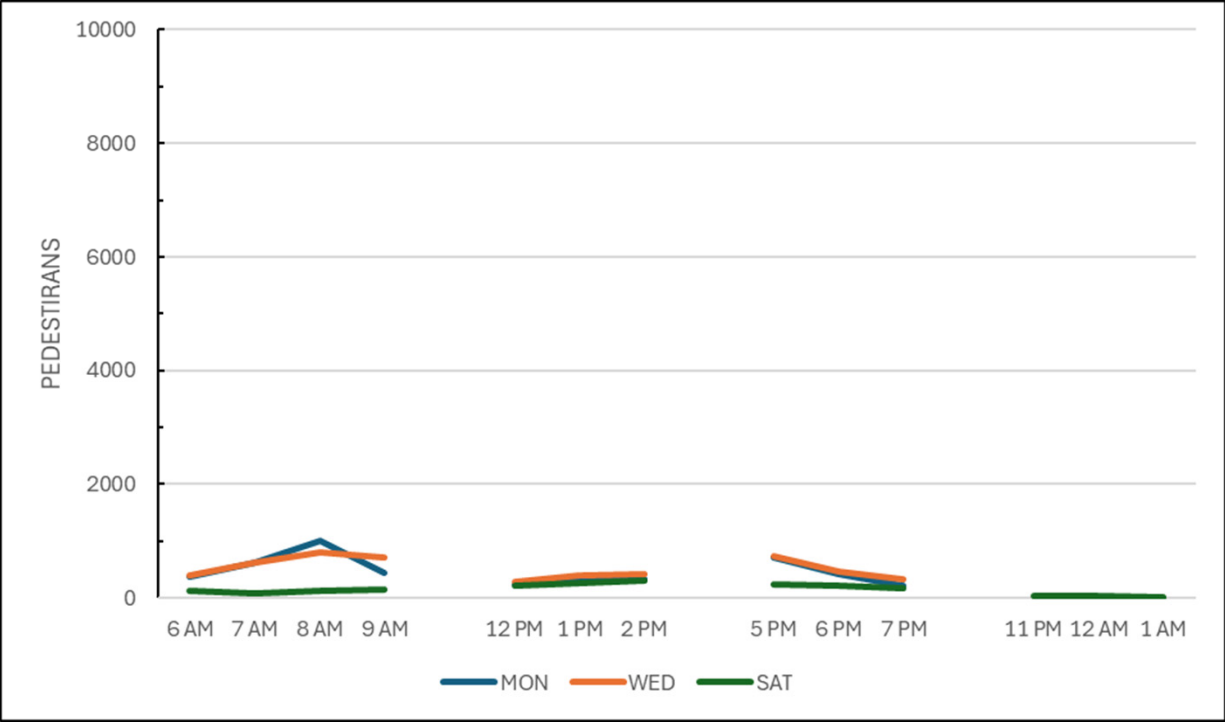
Summary

Located at between the 47th and 48th Street nodes, this space boast a lot of frontage, depending on how it is ultimately demised. While 48th Street currently sees the lowest foot traffic, this will rise significantly once access to Madison Avenue and 48th Street fully opens. Additionally, this node possesses the highest concentration of retail of any of the nodes, making it a potential destination for the concourse as a whole.

PEDESTRIAN COUNT SUMMARY

Hour	Monday	Wednesday	Saturday
6 AM	374	400	125
7 AM	633	617	93
8 AM	999	800	123
9 AM	445	705	155
Total Morning	2,451	2,522	496
	10/11	10/11	10/11
12 PM	250	280	224
1 PM	335	397	255
2 PM	325	416	301
Total Afternoon	910	1,093	780
	9/11	9/11	10/11
5 PM	713	730	239
6 PM	424	469	228
7 PM	223	323	174
Total Evening	1,360	1,522	641
	9/11	9/11	10/11
11 PM			29
12 AM			42
1 AM			10
Total Late Night			81
			9/11

PEDESTRIAN ACTIVITY SUMMARY



ORIGIN	SOUTH	48TH ST	FROM PLATFORM
MONDAY	18%	32%	49%
WEDNESDAY	20%	34%	46%
SATURDAY	26%	41%	32%
3-DAY AVERAGE	22%	36%	42%

DESTINATION	SOUTH	48TH ST	ESCALATOR TO PLATFORM
MONDAY	32%	41%	28%
WEDNESDAY	31%	40%	28%
SATURDAY	37%	41%	22%
3-DAY AVERAGE	33%	41%	26%

Retail Space Summary

Node: 48th Street

Space: C3535

Summary

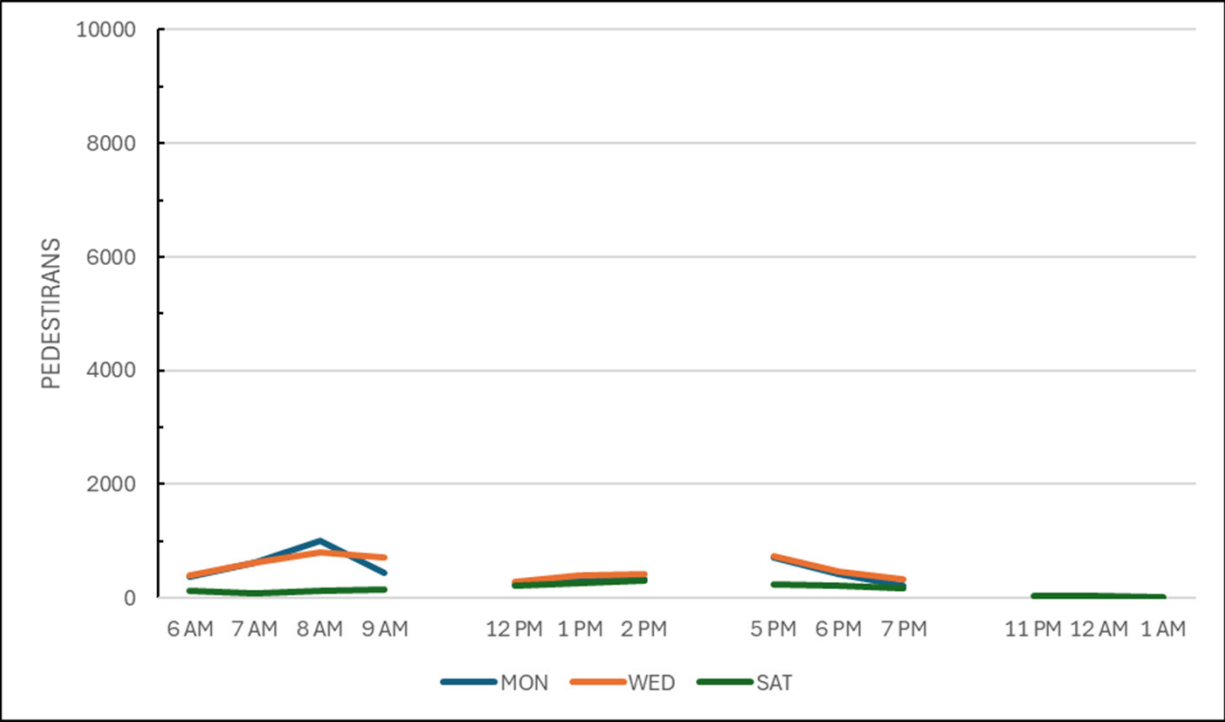
Located at the 48th Street node, this space currently sees the lowest foot traffic, though volumes are expected to rise once access to Madison Avenue and 48th Street fully opens. At that point, this will be the northernmost exit, making it a convenient route for those using the concourse as a shortcut or avoiding inclement weather at the street-level.

The space occupies a corner space, making it visible from all directions.

PEDESTRIAN COUNT SUMMARY

Hour	Monday	Wednesday	Saturday
6 AM	374	400	125
7 AM	633	617	93
8 AM	999	800	123
9 AM	445	705	155
Total Morning	2,451	2,522	496
	10/11	10/11	10/11
12 PM	250	280	224
1 PM	335	397	255
2 PM	325	416	301
Total Afternoon	910	1,093	780
	9/11	9/11	10/11
5 PM	713	730	239
6 PM	424	469	228
7 PM	223	323	174
Total Evening	1,360	1,522	641
	9/11	9/11	10/11
11 PM			29
12 AM			42
1 AM			10
Total Late Night			81
			9/11

PEDESTRIAN ACTIVITY SUMMARY



ORIGIN	SOUTH	48TH ST	FROM PLATFORM
MONDAY	18%	32%	49%
WEDNESDAY	20%	34%	46%
SATURDAY	26%	41%	32%
3-DAY AVERAGE	22%	36%	42%

DESTINATION	SOUTH	48TH ST	ESCALATOR TO PLATFORM
MONDAY	32%	41%	28%
WEDNESDAY	31%	40%	28%
SATURDAY	37%	41%	22%
3-DAY AVERAGE	33%	41%	26%

Retail Space Summary

Node: 48th Street

Space: D3630

Summary

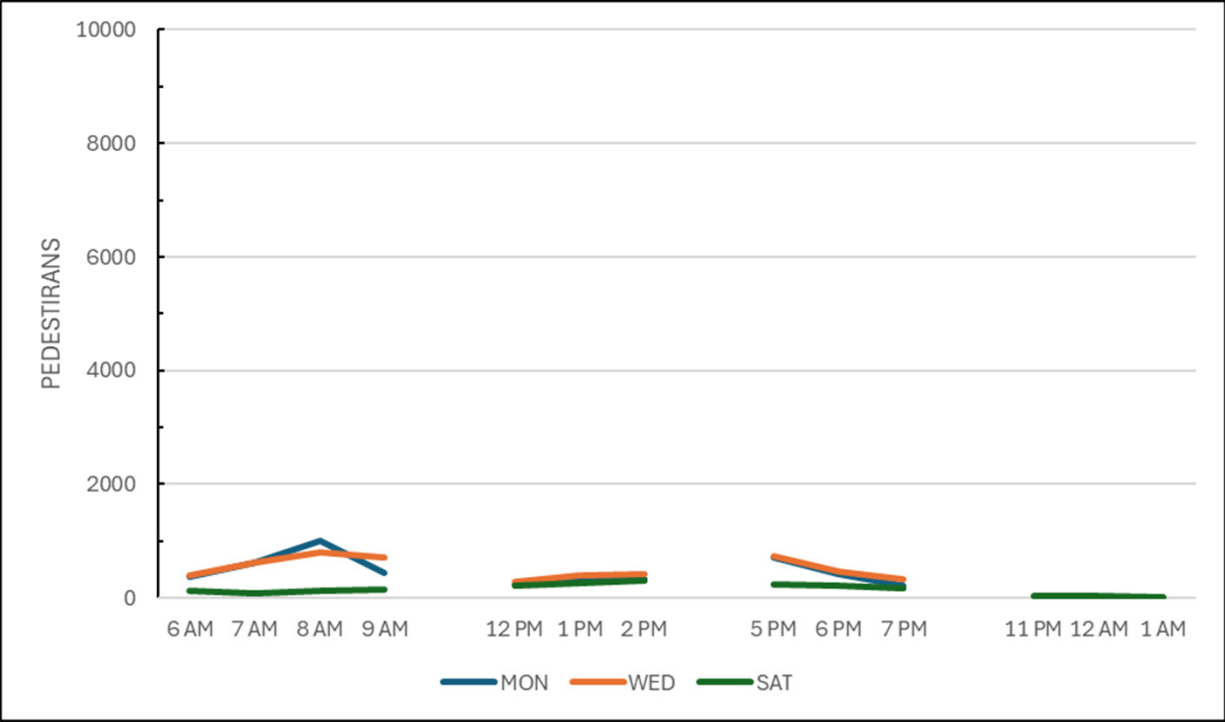
Located at the 48th Street node, this space currently sees the lowest foot traffic, though volumes are expected to rise once access to Madison Avenue and 48th Street fully opens. At that point, this will be the northernmost exit, making it a convenient route for those using the concourse as a shortcut or avoiding inclement weather at the street-level.

This corner space is visible from all directions and faces the concourse’s long span, serving as a highly prominent “bookend.”

PEDESTRIAN COUNT SUMMARY

Hour	Monday	Wednesday	Saturday
6 AM	374	400	125
7 AM	633	617	93
8 AM	999	800	123
9 AM	445	705	155
Total Morning	2,451	2,522	496
	10/11	10/11	10/11
12 PM	250	280	224
1 PM	335	397	255
2 PM	325	416	301
Total Afternoon	910	1,093	780
	9/11	9/11	10/11
5 PM	713	730	239
6 PM	424	469	228
7 PM	223	323	174
Total Evening	1,360	1,522	641
	9/11	9/11	10/11
11 PM			29
12 AM			42
1 AM			10
Total Late Night			81
			9/11

PEDESTRIAN ACTIVITY SUMMARY



ORIGIN	SOUTH	48TH ST	FROM PLATFORM
MONDAY	18%	32%	49%
WEDNESDAY	20%	34%	46%
SATURDAY	26%	41%	32%
3-DAY AVERAGE	22%	36%	42%

DESTINATION	SOUTH	48TH ST	ESCALATOR TO PLATFORM
MONDAY	32%	41%	28%
WEDNESDAY	31%	40%	28%
SATURDAY	37%	41%	22%
3-DAY AVERAGE	33%	41%	26%

Retail Space Summary

Node: 48th Street

Space: D3617

Summary

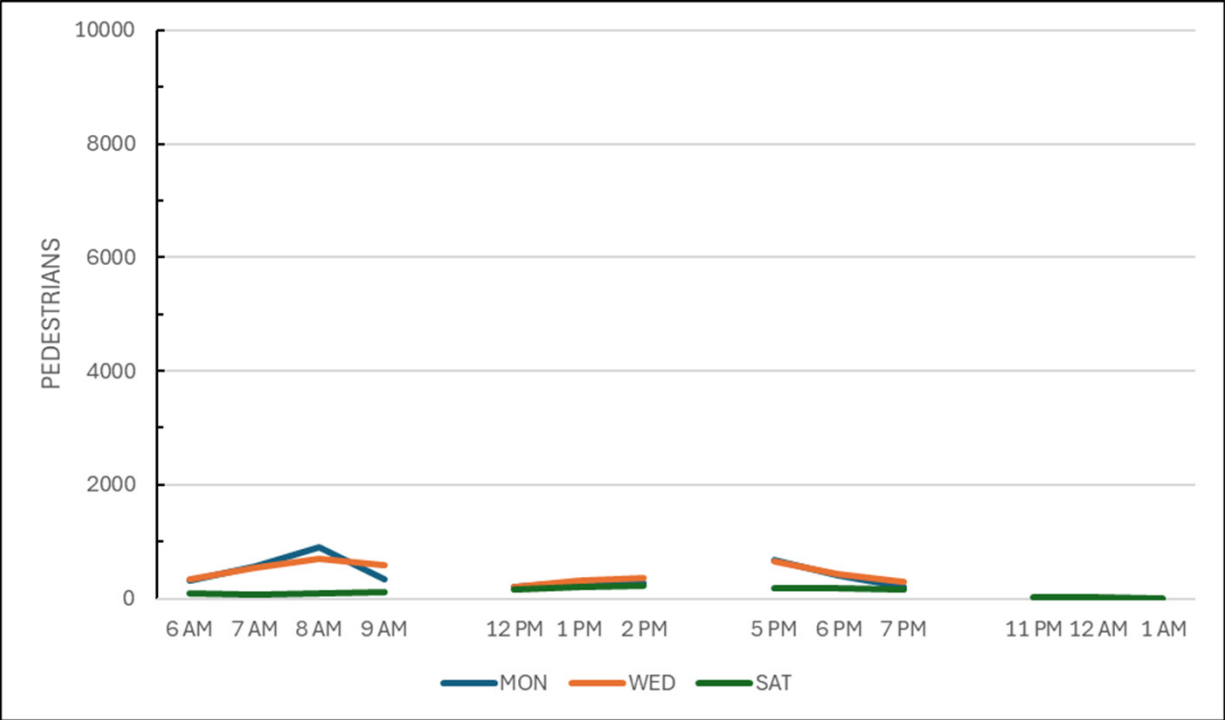
Located at the 48th Street node, this space currently sees the lowest foot traffic, though volumes are expected to rise once access to Madison Avenue and 48th Street fully opens. At that point, this will be the northernmost exit, making it a convenient route for those using the concourse as a shortcut or avoiding inclement weather at the street-level.

Located behind the escalators, this space is less visible to ascending passengers. Its location/low ceilings reduce visibility compared to concourse-facing spaces.

PEDESTRIAN COUNT SUMMARY

Hour	Monday	Wednesday	Saturday
6 AM	307	348	99
7 AM	556	545	79
8 AM	905	707	102
9 AM	343	578	114
Total Morning	2,111	2,178	394
	11/11	11/11	11/11
12 PM	195	196	153
1 PM	283	309	195
2 PM	280	359	229
Total Afternoon	758	864	577
	11/11	10/11	11/11
5 PM	676	657	191
6 PM	396	440	188
7 PM	212	296	153
Total Evening	1,284	1,393	532
	10/11	10/11	11/11
11 PM			24
12 AM			33
1 AM			9
Total Late Night			66
			11/11

PEDESTRIAN ACTIVITY SUMMARY



Origin	South	48th Street	Platform
Monday	7%	37%	56%
Wednesday	8%	40%	53%
Saturday	6%	52%	41%
3-Day Average	7%	43%	50%

Destination	South	48th Street	Platform
Monday	36%	33%	31%
Wednesday	36%	31%	33%
Saturday	47%	24%	29%
3-Day Average	40%	29%	31%

Retail Space Summary

Node: 48th Street

Space: C3475

Summary

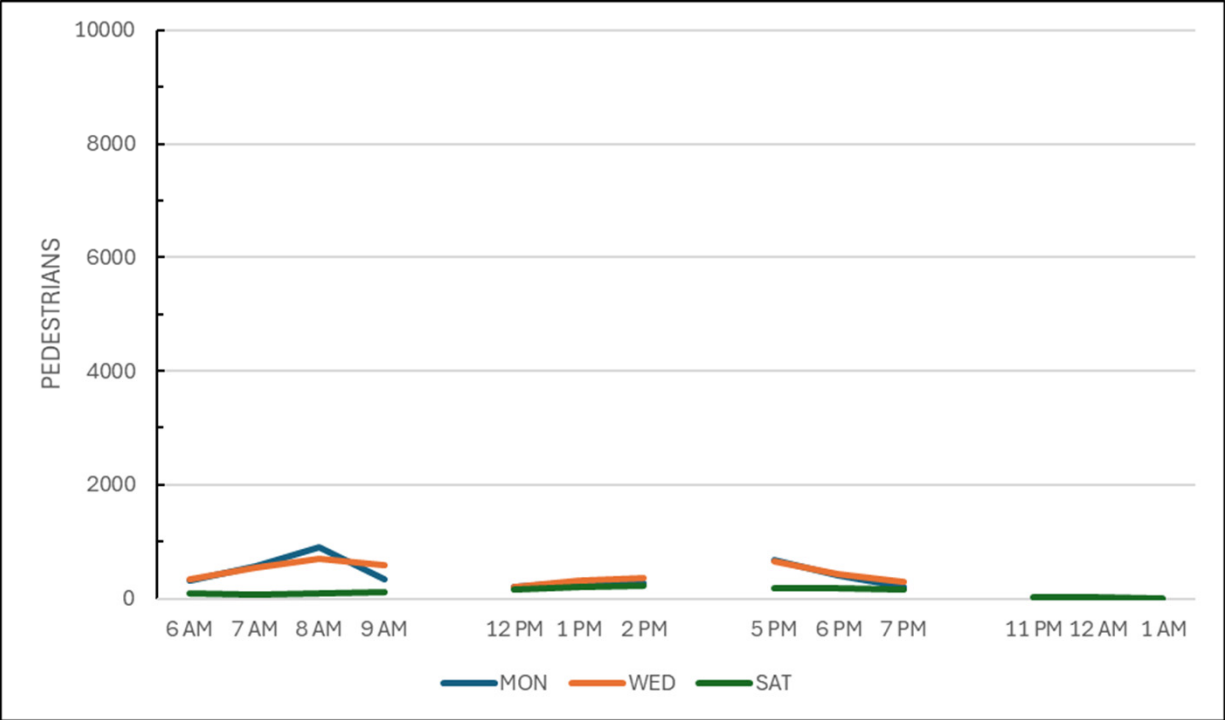
Located at the 48th Street node, this space currently sees the lowest foot traffic, though volumes are expected to rise once access to Madison Avenue and 48th Street fully opens. At that point, this will be the northernmost exit, making it a convenient route for those using the concourse as a shortcut or avoiding inclement weather at the street-level.

Located behind the escalators, this space is less visible to ascending passengers. Its location/low ceilings reduce visibility compared to concourse-facing spaces.

PEDESTRIAN COUNT SUMMARY

Hour	Monday	Wednesday	Saturday
6 AM	307	348	99
7 AM	556	545	79
8 AM	905	707	102
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Total Morning	2,111	2,178	394
	11/11	11/11	11/11
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Total Afternoon	758	864	577
	11/11	10/11	11/11
5 PM	676	657	191
6 PM	396	440	188
7 PM	212	296	153
Total Evening	1,284	1,393	532
	10/11	10/11	11/11
11 PM			24
12 AM			33
1 AM			9
Total Late Night			66
			11/11

PEDESTRIAN ACTIVITY SUMMARY



Origin	South	48th Street	Platform
Monday	7%	37%	56%
Wednesday	8%	40%	53%
Saturday	6%	52%	41%
3-Day Average	7%	43%	50%

Destination	South	48th Street	Platform
Monday	36%	33%	31%
Wednesday	36%	31%	33%
Saturday	47%	24%	29%
3-Day Average	40%	29%	31%

STREETSENSE



ATTACHMENT 1a: RFP Documents and Forms for Retail Unit B3300

RETAIL UNIT	Space # B3300	571 SF
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TERM SHEET

Landlord:	Metropolitan Transportation Authority ("MTA") and Grand Central Madison Operating Company ("GCMOC")
Premises:	Retail Unit B3300
Deemed Rentable Square Footage:	571 sq. ft.
Commencement Date:	The date on which Landlord tenders delivery of vacant possession of the Premises to Tenant.
Rent Commencement Date:	The first day immediately following that date which is 90 days from plan approval or such earlier date that Tenant opens for business to the public in the Premises.
Term:	Ten (10) years
Extension Option:	tbd
Annual Base Rent:	To be proposed by Proposers.
Average Annual Rate of Increase:	MTA strongly encourages Proposers to provide for escalations to the proposed Annual Base Rent throughout the term
Prepaid Rent:	One month's Base Rent to be applied to the first full month Base Rent
Plan Review Fee:	Upon signing, Tenant to pay \$15,000 per unit for review of Tenant's plans for Tenant's Initial Work (excludes payment, if necessary, for review of plans by third-party necessitated by Tenant's use)
Utilities:	Electric, chilled water, domestic water usage are to be sub-metered. Tenant to include installation of chilled water and domestic water sub-meters as part of Initial Work, as reviewed and approved by MTA.
Additional Rent:	Trash Removal: \$28.00 per sq. ft GCM Marketing Contribution: \$15.00 per sq. ft Common Area Maintenance Fee: \$23.00 per sq. ft Other: as may be per form of retail lease agreement
Security Deposit:	Upon signing of Conditional Designation Letter (CDL), \$10,000 non-refundable cash deposit, returned upon Lease execution. Upon lease execution, Letter of Credit in the amount equal to three (3) months of the final lease year's base rent.
Guaranties:	A guaranty from a creditworthy principal of Tenant will be required.
Permitted Uses:	Mandatory Use: The retail sale of general and specialty merchandise that will complement the quality and mix of retail tenants in Grand Central Madison. Prohibited: Anything other than the Mandatory Use and as described in section 2.5 of the RFP. Only proposals for retail uses will be considered. Any proposal that is, in the MTA's view, primarily a branding or advertising use will be disqualified. 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 in Grand Central. 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, without limitation, the architectural design criteria and GCM rules and regulations.

ATTACHMENT 1a: RFP Documents and Forms for Retail Unit B3300

Gross Sales Reporting:	Tenant shall provide Landlord with gross sales figures on a monthly and annual basis, using a point-of-sale system, in a form and schedule accepted and approved by MTA
Condition of Premises:	Premises will be delivered "as is". Tenant is responsible for all improvements to the premises and the distribution of all MEP building systems serving the Premises.
Tenant's Initial Work:	<p>Tenant will be responsible for the renovation of the entire premises, including all interior finishes (including painting and installation of new wall coverings and floor coverings) and installation of new, first-class quality trade fixtures, equipment and lighting throughout the entire premises; together with all other alterations required to fit out the premises for the permitted use, to comply with all applicable legal requirements and to comply with Landlord's Construction Rules, all in accordance with plans approved by Landlord.</p> <p>Tenant's Initial Work must meet the requirements of the New York State Uniform Fire Safety and Building Code. Metro-North, in its capacity as the construction permitting and code compliance agency under the NYS Uniform Code and not in its proprietary capacity as Landlord, or its designee, shall review all proposed alterations for compliance with aforementioned code.</p>
Compliance with Codes and Ordinances:	In addition to compliance with the New York State Fire Safety and Building Code, tenant shall comply with all other applicable codes and ordinances, including health regulations, and obtain all required permits.
Broker:	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:

Name of Prospective Tenant Company: _____

Name: _____ Title: _____

Authorized Signature/Date: _____

ATTACHMENT 1a: RFP Documents and Forms for Retail Unit B3300

RETAIL UNIT	Space # B3300	571 SF
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RENT PROPOSAL FORM

Year	Guaranteed Annual Minimum Rent	Percentage Rent
1	\$ _____	Plus ____% of gross sales over breakpoint of \$ _____
2	\$ _____ which escalates by ____% over the prior year	Plus ____% of gross sales over breakpoint of \$ _____
3	\$ _____ which escalates by ____% over the prior year	Plus ____% of gross sales over breakpoint of \$ _____
4	\$ _____ which escalates by ____% over the prior year	Plus ____% of gross sales over breakpoint of \$ _____
5	\$ _____ which escalates by ____% over the prior year	Plus ____% of gross sales over breakpoint of \$ _____
6	\$ _____ which escalates by ____% over the prior year	Plus ____% of gross sales over breakpoint of \$ _____
7	\$ _____ which escalates by ____% over the prior year	Plus ____% of gross sales over breakpoint of \$ _____
8	\$ _____ which escalates by ____% over the prior year	Plus ____% of gross sales over breakpoint of \$ _____
9	\$ _____ which escalates by ____% over the prior year	Plus ____% of gross sales over breakpoint of \$ _____
10	\$ _____ which escalates by ____% over the prior year	Plus ____% of gross sales over breakpoint of \$ _____

The estimated Additional Rent charges for Year 1 would be as follows:

Additional Rent Charges	Price per sf	Unit SF	Total
(a) Trash Removal	\$28.00	571	\$15,988.00
(b) GCM Marketing & Promotion Fund	\$15.00	571	\$8,565.00
(c) Common Area Maintenance	\$23.00	571	\$13,133.00
		Total:	\$37,686.00

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

Name of Prospective Tenant Company: _____

Name: _____ Title: _____

Authorized Signature/Date: _____

ATTACHMENT 1a: RFP Documents and Forms for Retail Unit B3300

RETAIL UNIT	Space # B3300	571 SF
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PROJECTED SALES OVER TERM

<u>Year One</u>	\$ _____
<u>Year Two</u>	\$ _____
<u>Year Three</u>	\$ _____
<u>Year Four</u>	\$ _____
<u>Year Five</u>	\$ _____
<u>Year Six</u>	\$ _____
<u>Year Seven</u>	\$ _____
<u>Year Eight</u>	\$ _____
<u>Year Nine</u>	\$ _____
<u>Year Ten</u>	\$ _____

PRELIMINARY DESIGN & CONSTRUCTION BUDGET

Narrative Description of Proposed Improvements:

(attach concept renderings, as applicable)

Total Projected Design/Construction Costs

Design	\$ _____
Construction	\$ _____
TOTAL	\$ _____



ATTACHMENT 1b: RFP Documents and Forms for Retail Unit B3302

RETAIL UNIT	Space # B3302	563 SF
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TERM SHEET

Landlord:	Metropolitan Transportation Authority ("MTA") and Grand Central Madison Operating Company ("GCMOC")
Premises:	Retail Unit B3302
Deemed Rentable Square Footage:	563 sq. ft.
Commencement Date:	The date on which Landlord tenders delivery of vacant possession of the Premises to Tenant.
Rent Commencement Date:	The first day immediately following that date which is 90 days from plan approval or such earlier date that Tenant opens for business to the public in the Premises.
Term:	Ten (10) years
Extension Option:	tbd
Annual Base Rent:	To be proposed by Proposers.
Average Annual Rate of Increase:	MTA strongly encourages Proposers to provide for escalations to the proposed Annual Base Rent throughout the term
Prepaid Rent:	One month's Base Rent to be applied to the first full month Base Rent
Plan Review Fee:	Upon signing, Tenant to pay \$15,000 per unit for review of Tenant's plans for Tenant's Initial Work (excludes payment, if necessary, for review of plans by third-party necessitated by Tenant's use)
Utilities:	Electric, chilled water, domestic water usage are to be sub-metered. Tenant to include installation of chilled water and domestic water sub-meters as part of Initial Work, as reviewed and approved by MTA.
Additional Rent:	Trash Removal: \$28.00 per sq. ft GCM Marketing Contribution: \$15.00 per sq. ft Common Area Maintenance Fee: \$23.00 per sq. ft Other: as may be per form of retail lease agreement
Security Deposit:	Upon signing of Conditional Designation Letter (CDL), \$10,000 non-refundable cash deposit, returned upon Lease execution. Upon lease execution, Letter of Credit in the amount equal to three (3) months of the final lease year's base rent.
Guaranties:	A guaranty from a creditworthy principal of Tenant will be required.
Permitted Uses:	Mandatory Use: The retail sale of general and specialty merchandise that will complement the quality and mix of retail tenants in Grand Central Madison. Prohibited: Anything other than the Mandatory Use and as described in section 2.5 of the RFP Only proposals for retail uses will be considered. Any proposal that is, in the MTA's view, primarily a branding or advertising use will be disqualified. 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 in Grand Central. 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, without limitation, the architectural design criteria and GCM rules and regulations.

ATTACHMENT 1b: RFP Documents and Forms for Retail Unit B3302

Gross Sales Reporting:	Tenant shall provide Landlord with gross sales figures on a monthly and annual basis, using a point-of-sale system, in a form and schedule accepted and approved by MTA
Condition of Premises:	Premises will be delivered "as is". Tenant is responsible for all improvements to the premises and the distribution of all MEP building systems serving the Premises.
Tenant's Initial Work:	<p>Tenant will be responsible for the renovation of the entire premises, including all interior finishes (including painting and installation of new wall coverings and floor coverings) and installation of new, first-class quality trade fixtures, equipment and lighting throughout the entire premises; together with all other alterations required to fit out the premises for the permitted use, to comply with all applicable legal requirements and to comply with Landlord's Construction Rules, all in accordance with plans approved by Landlord.</p> <p>Tenant's Initial Work must meet the requirements of the New York State Uniform Fire Safety and Building Code. Metro-North, in its capacity as the construction permitting and code compliance agency under the NYS Uniform Code and not in its proprietary capacity as Landlord, or its designee, shall review all proposed alterations for compliance with aforementioned code.</p>
Compliance with Codes and Ordinances:	In addition to compliance with the New York State Fire Safety and Building Code, tenant shall comply with all other applicable codes and ordinances, including health regulations, and obtain all required permits.
Broker:	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:

Name of Prospective Tenant Company: _____

Name: _____ Title: _____

Authorized Signature/Date: _____

ATTACHMENT 1b: RFP Documents and Forms for Retail Unit B3302

RETAIL UNIT	Space # B3302	563 SF
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RENT PROPOSAL FORM

Year	Guaranteed Annual Minimum Rent	Percentage Rent
1	\$ _____	Plus ____% of gross sales over breakpoint of \$ _____
2	\$ _____ which escalates by ____% over the prior year	Plus ____% of gross sales over breakpoint of \$ _____
3	\$ _____ which escalates by ____% over the prior year	Plus ____% of gross sales over breakpoint of \$ _____
4	\$ _____ which escalates by ____% over the prior year	Plus ____% of gross sales over breakpoint of \$ _____
5	\$ _____ which escalates by ____% over the prior year	Plus ____% of gross sales over breakpoint of \$ _____
6	\$ _____ which escalates by ____% over the prior year	Plus ____% of gross sales over breakpoint of \$ _____
7	\$ _____ which escalates by ____% over the prior year	Plus ____% of gross sales over breakpoint of \$ _____
8	\$ _____ which escalates by ____% over the prior year	Plus ____% of gross sales over breakpoint of \$ _____
9	\$ _____ which escalates by ____% over the prior year	Plus ____% of gross sales over breakpoint of \$ _____
10	\$ _____ which escalates by ____% over the prior year	Plus ____% of gross sales over breakpoint of \$ _____

The estimated Additional Rent charges for Year 1 would be as follows:

Additional Rent Charges	Price per sf	Unit SF	Total
(a) Trash Removal	\$28.00	563	\$15,764.00
(b) GCM Marketing & Promotion Fund	\$15.00	563	\$8,445.00
(c) Common Area Maintenance	\$23.00	563	\$12,949.00
		Total:	\$37,158.00

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

Name of Prospective Tenant Company: _____

Name: _____ Title: _____

Authorized Signature/Date: _____

ATTACHMENT 1b: RFP Documents and Forms for Retail Unit B3302

RETAIL UNIT	Space # B3302 (coffee use only) 563 SF
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PROJECTED SALES OVER TERM

<u>Year One</u>	\$ _____
<u>Year Two</u>	\$ _____
<u>Year Three</u>	\$ _____
<u>Year Four</u>	\$ _____
<u>Year Five</u>	\$ _____
<u>Year Six</u>	\$ _____
<u>Year Seven</u>	\$ _____
<u>Year Eight</u>	\$ _____
<u>Year Nine</u>	\$ _____
<u>Year Ten</u>	\$ _____

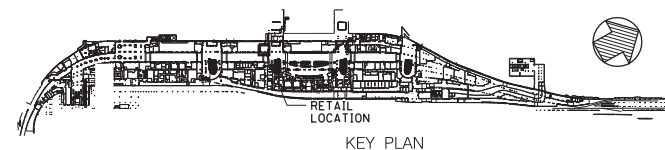
PRELIMINARY DESIGN & CONSTRUCTION BUDGET

Narrative Description of Proposed Improvements:

(attach concept renderings, as applicable)

Total Projected Design/Construction Costs

Design	\$ _____
Construction	\$ _____
TOTAL	\$ _____



5. 1 1/4" DOMESTIC WATER, 2" SANITARY VENT, 4" SANITARY DRAIN
(BELOW FLOOR).

Sketch No. _____

RETAIL UNIT UTILITY INFORMATION

Architectural				Electrical							Mechanical							Notes
Location	Room No.	Room Name	Square Footage	ALLOCATED POWER to space at 480V,3phase (kVA)	ALLOCATED AMPACITY equivalent 208/120V (Amps)	Power Empty Conduit to Retail Space	Fire Alarm Empty conduit for subsystem connection	Security Empty Conduit (for LIRR use)	Communications conduit to Demark room	Exhaust Air	Outdoor Air (tempered)	Domestic Water	Sanitary Waste and Vent	Fire Sprinkler (valved outlet)	Chilled Water tap and size	Maximum HVAC service (in BTU)		
46th Street Node	B3302	Retail	563	112.5	300.0	1-2" 1-1.5"	2-1"	1-1"	1-2"	Yes (400)	Yes (400)	1 1/4" Valve	4" below floor 2" Vent	YES (2")	YES Pipe Size: 2"	180,000 BTUH		

Notes:

1. Power

1.1 The Allocated KVA power indicates the amount of power a tenant may connect. MTA provides 480V feeder to space, lessee provides stepdown transformer within retail unit.

1.2 MTA shall design and install retail power distribution equipment, including feeder cable entire length from retail unit spaces to MTA distribution panel circuit breaker in common electric closets. During the coordination of fit-out Lessee shall:

a. Consult with Facility Maintainer BMS operator for any programming of BMS required to generate retail Utility Bill.

b. Consult with Facility Maintainer Facility Power maintainer to assign circuit breaker, allow retailer access to distribution panel and turn on the retail circuit breaker.

1.3 Existing lighting in the retail units is temporary only and shall be removed as part of Retail Unit fit-outs; lessees to provide lighting design and fixtures for their Retail units which shall be powered from the electric panel installed by the lessee within their retail unit.

1.4 All electrical conduit shall be rigid galvanized, with screw fittings.
2. Fire Alarm

2.1 Madison Concourse Fire Alarm design for retail space includes fire alarm connection point within space.
The intention is to have the retail tenant provide their own Fire Alarm Control Panel, initiation and notification devices for their space as a sub-system that can report back to the Madison Concourse Fire Alarm system.

2.2 Madison Concourse Fire Alarm monitor modules to monitor alarm, trouble, supervisory conditions from the retail tenants' systems would be added 2025
3. Security

3.1 No Access Control Intrusion Detection ("ACID") devices are provided for doors from public space to retail spaces. ACID devices are provided for doors from retail space to back of house space, with the back of house space being considered the secure side.

3.2 Space 3487 has a provision to accept dual card readers (one on the retail side of door, as well as the back-of-house corridor side).

3.3 Each retail unit space is equipped with an empty conduit for future connectivity should MTA, MTA Manager or Facility Maintainer require further ACID alarms in the future.

3.4 There are no MTA CCTV Field Of View coverage cameras within retail units. Lessees are responsible for the security of their spaces, which includes installing their own CCTV system. There is no requirement to have the retail CCTV system feed video or interface with MTA.
4. Communications

4.1 Communications conduit is provided for lessee use in connection to telecom service; each lessee is to coordinate their own communications service.

4.2 Coordinate with Facility Maintainer for access to Room 3315 Demark Room and for information on available telephone/ internet service
5. Plumbing

5.1 Use of PVC and plastic water and sanitary piping is prohibited. All water piping shall be copper.

5.2 Sanitary drain and vent piping shall be cast iron, or brass for 2-inch and smaller sanitary piping.

5.3 Provide grease and sediment traps where deleterious waste flow is to be connected to the base-building drainage systems.

5.4 Where domestic hot water is required, lessees will need to provide water heaters.
6. Fire Sprinkler

6.1 Automatic sprinkler system head and components shall be rated for 300 psi working pressure.
7. Mechanical

7.1 Piping shall be flushed clean of oil, metal filing, and any other materials deleterious to the chilled water system, prior to connecting to the chille

7.2 Utilize 2-way or 3-way control valves, sized 2-inches and smaller.

7.3 Chilled water flow rates shall not exceed 1 gpm per 50 square feet of tenant floor space.

ATTACHMENT 1c: RFP Documents and Forms for Retail Unit B3303

RETAIL UNIT	Space # B3303 650 SF
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TERM SHEET

Landlord:	Metropolitan Transportation Authority ("MTA") and Grand Central Madison Operating Company ("GCMOC")
Premises:	Retail Unit B3303
Deemed Rentable Square Footage:	650 sq. ft.
Commencement Date:	The date on which Landlord tenders delivery of vacant possession of the Premises to Tenant.
Rent Commencement Date:	The first day immediately following that date which is 90 days from plan approval or such earlier date that Tenant opens for business to the public in the Premises.
Term:	Ten (10) years
Extension Option:	tbd
Annual Base Rent:	To be proposed by Proposers.
Average Annual Rate of Increase:	MTA strongly encourages Proposers to provide for escalations to the proposed Annual Base Rent throughout the term
Prepaid Rent:	One month's Base Rent to be applied to the first full month Base Rent
Plan Review Fee:	Upon signing, Tenant to pay \$15,000 per unit for review of Tenant's plans for Tenant's Initial Work (excludes payment, if necessary, for review of plans by third-party necessitated by Tenant's use)
Utilities:	Electric, chilled water, domestic water usage are to be sub-metered. Tenant to include installation of chilled water and domestic water sub-meters as part of Initial Work, as reviewed and approved by MTA.
Additional Rent:	Trash Removal: \$28.00 per sq. ft GCM Marketing Contribution: \$15.00 per sq. ft Common Area Maintenance Fee: \$23.00 per sq. ft Other: as may be per form of retail lease agreement
Security Deposit:	Upon signing of Conditional Designation Letter (CDL), \$10,000 non-refundable cash deposit, returned upon Lease execution. Upon lease execution, Letter of Credit in the amount equal to three (3) months of the final lease year's base rent.
Guaranties:	A guaranty from a creditworthy principal of Tenant will be required.
Permitted Uses:	Mandatory Use: The retail sale of general and specialty merchandise that will complement the quality and mix of retail tenants in Grand Central Madison. Prohibited: Anything other than the Mandatory Use and as described in section 2.5 of the RFP Only proposals for retail uses will be considered. Any proposal that is, in the MTA's view, primarily a branding or advertising use will be disqualified. 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 in Grand Central. 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, without limitation, the architectural design criteria and GCM rules and regulations.

ATTACHMENT 1c: RFP Documents and Forms for Retail Unit B3303

Gross Sales Reporting:	Tenant shall provide Landlord with gross sales figures on a monthly and annual basis, using a point-of-sale system, in a form and schedule accepted and approved by MTA
Condition of Premises:	Premises will be delivered "as is". Tenant is responsible for all improvements to the premises and the distribution of all MEP building systems serving the Premises.
Tenant's Initial Work:	<p>Tenant will be responsible for the renovation of the entire premises, including all interior finishes (including painting and installation of new wall coverings and floor coverings) and installation of new, first-class quality trade fixtures, equipment and lighting throughout the entire premises; together with all other alterations required to fit out the premises for the permitted use, to comply with all applicable legal requirements and to comply with Landlord's Construction Rules, all in accordance with plans approved by Landlord.</p> <p>Tenant's Initial Work must meet the requirements of the New York State Uniform Fire Safety and Building Code. Metro-North, in its capacity as the construction permitting and code compliance agency under the NYS Uniform Code and not in its proprietary capacity as Landlord, or its designee, shall review all proposed alterations for compliance with aforementioned code.</p>
Compliance with Codes and Ordinances:	In addition to compliance with the New York State Fire Safety and Building Code, tenant shall comply with all other applicable codes and ordinances, including health regulations, and obtain all required permits.
Broker:	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:

Name of Prospective Tenant Company: _____

Name: _____ Title: _____

Authorized Signature/Date: _____

ATTACHMENT 1c: RFP Documents and Forms for Retail Unit B3303

RETAIL UNIT	Space # B3303 650 SF
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RENT PROPOSAL FORM

Year	Guaranteed Annual Minimum Rent	Percentage Rent
1	\$ _____	Plus ____% of gross sales over breakpoint of \$ _____
2	\$ _____ which escalates by ____% over the prior year	Plus ____% of gross sales over breakpoint of \$ _____
3	\$ _____ which escalates by ____% over the prior year	Plus ____% of gross sales over breakpoint of \$ _____
4	\$ _____ which escalates by ____% over the prior year	Plus ____% of gross sales over breakpoint of \$ _____
5	\$ _____ which escalates by ____% over the prior year	Plus ____% of gross sales over breakpoint of \$ _____
6	\$ _____ which escalates by ____% over the prior year	Plus ____% of gross sales over breakpoint of \$ _____
7	\$ _____ which escalates by ____% over the prior year	Plus ____% of gross sales over breakpoint of \$ _____
8	\$ _____ which escalates by ____% over the prior year	Plus ____% of gross sales over breakpoint of \$ _____
9	\$ _____ which escalates by ____% over the prior year	Plus ____% of gross sales over breakpoint of \$ _____
10	\$ _____ which escalates by ____% over the prior year	Plus ____% of gross sales over breakpoint of \$ _____

The estimated Additional Rent charges for Year 1 would be as follows:

Additional Rent Charges	Price per sf	Unit SF	Total
(a) Trash Removal	\$28.00	650	\$18,200.00
(b) GCM Marketing & Promotion Fund	\$15.00	650	\$9,750.00
(c) Common Area Maintenance	\$23.00	650	\$14,950.00
		Total:	\$42,900.00

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

Name of Prospective Tenant Company: _____

Name: _____ Title: _____

Authorized Signature/Date: _____

ATTACHMENT 1c: RFP Documents and Forms for Retail Unit B3303

RETAIL UNIT	Space # B3303 650 SF
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PROJECTED SALES OVER TERM

<u>Year One</u>	\$ _____
<u>Year Two</u>	\$ _____
<u>Year Three</u>	\$ _____
<u>Year Four</u>	\$ _____
<u>Year Five</u>	\$ _____
<u>Year Six</u>	\$ _____
<u>Year Seven</u>	\$ _____
<u>Year Eight</u>	\$ _____
<u>Year Nine</u>	\$ _____
<u>Year Ten</u>	\$ _____

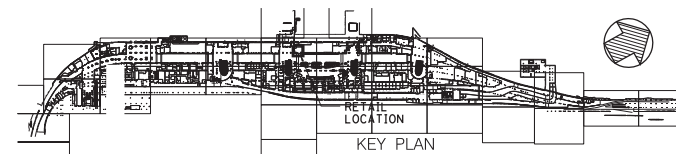
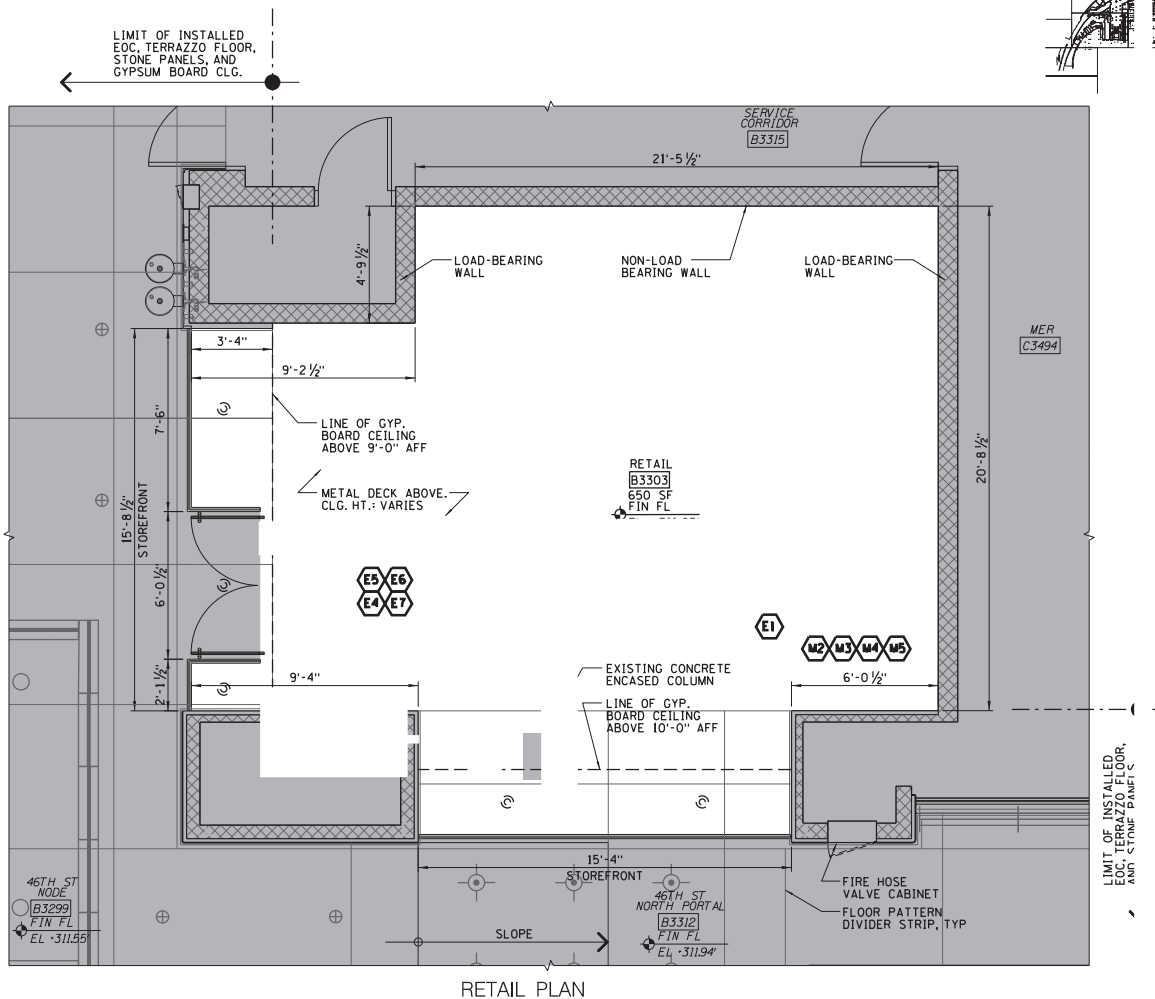
PRELIMINARY DESIGN & CONSTRUCTION BUDGET

Narrative Description of Proposed Improvements:

(attach concept renderings, as applicable)

Total Projected Design/Construction Costs

Design	\$ _____
Construction	\$ _____
TOTAL	\$ _____



LEGEND:

- AFF ABOVE FINISHED FLOOR
- CLG HGT CEILING HEIGHT
- EOC EDGE OF CONCRETE
- FF FINISH FLOOR
- TERZ TERRAZZO
- TOC TOP OF CONCRETE
- TYP TYPICAL
- SF SQUARE FEET
- CMU WALL
- RECESSED DOWNLIGHT FIXTURES
- SEMI-RECESSED DOWNLIGHT FIXTURE
- COVE LIGHT FIXTURE
- E+ DENOTES ELECTRICAL NOTATION
- M+ DENOTES MECHANICAL NOTATION

ELECTRICAL NOTES:

4. (1) 2" EMPTY COMMUNICATIONS CONDUIT STUB INTO RETAIL SPACE FROM ESA DEMARK RM* B3315, FOR RETAIL TELECOM CONNECTION.
 7. (1) 1" EMPTY SECURITY CONDUIT STUB INTO RETAIL SPACE FROM ESA COMMUNICATION ROOM/CLOSET (LIRR USE ONLY).
 8. CONDUIT STUBS AND PULLBOX LOCATIONS ARE APPROXIMATE.
- MECHANICAL NOTES:
1. UTILITIES ARE LOCATED WITHIN SPACE FOR EXTENSION AND UTILIZATION BY RETAIL TENANT. TENANT TO PROVIDE DUCT AND PIPING FROM UTILITY OUTLETS TO ALL TENANT FIXTURES AND EQUIPMENT. SIZES AND LOCATIONS ARE APPROXIMATE. VERIFY IN FIELD.
 2. CHILLED WATER: 1 1/2" SUPPLY AND RETURN, CAPPED, VALVED. TENANT TO PROVIDE TWO-WAY CONTROL VALVE.
 3. EXHAUST AIR: 300 CFM
 4. OUTDOOR AIR: 300 CFM (TEMPERED)
 5. 1 1/2" DOMESTIC WATER, 2" SANITARY VENT, 4" SANITARY DRAIN (BELOW FLOOR)



Construction & Development

GEC WSP
STV
PARSONS
General Engineering Consultant

WSP USA
STV INCORPORATED
PARSONS TRANSPORTATION
GROUP OF NEW YORK, INC.
169 Seventh Avenue • New York, NY • 10013

IT IS A VIOLATION OF THE PROFESSIONAL LICENSE LAW FOR ANY PERSON TO ALTER THIS DOCUMENT IN ANY WAY UNLESS THAT PERSON IS ACTING UNDER THE DIRECTION OF A LICENSED PROFESSIONAL. THE LICENSED PROFESSIONAL SHALL AFFIX TO THIS DOCUMENT THE SEAL AND SIGNATURE OF THE AUTHORIZED DATE OF THE ALTERATION.

PREPARED BY:

CHECKED BY:

APPROVED BY:

PW FILENAME:

Altered by:
NY PROFESSIONAL
License No.:

DATE:

GCT CONCOISE - RETAIL LAYOUTS

46 1 ST NODE
RETA ROOM B3303
PCC 262-AR-SK019

Scale:
3/8" = 1'-0"

CONTRACT No.
PCO-262

DATE:
7-14-21

SKETCH No.
OF

Architectural				Electrical							Mechanical							Notes
Location	Room No.	Room Name	Square Footage	ALLOCATED POWER to space at 480V,3phase (kVA)	ALLOCATED AMPACITY equivalent 208/120V (Amps)	Power Empty Conduit to Retail Space	Fire Alarm Empty conduit for subsystem connection	Security Empty Conduit (for LIRR use)	Communications conduit to Demark room	Exhaust Air	Outdoor Air (tempered)	Domestic Water	Sanitary Waste and Vent	Fire Sprinkler (valved outlet)	Chilled Water tap and size	Maximum HVAC service (in BTU)		
46th Street Node	B3303	Retail	650	112.5	300.0	1-2" 1-1.5"	2-1"	1-1"	1-2"	Yes (400)	Yes (400)	1 1/4" Valve	4" below floor 2" Vent	YES (2")	YES Pipe Size: 2"	180,000 BTUH		

Notes:

1. Power

- 1.1 The Allocated KVA power indicates the amount of power a tenant may connect. MTA provides 480V feeder to space, lessee provides stepdown transformer within retail unit.
- 1.2 MTA shall design and install retail power distribution equipment, including feeder cable entire length from retail unit spaces to MTA distribution panel circuit breaker in common electric closets. During the coordination of fit-out Lessee shall:
 - a. Consult with Facility Maintainer BMS operator for any programming of BMS required to generate retail Utility Bill.
 - b. Consult with Facility Maintainer Facility Power maintainer to assign circuit breaker, allow retailer access to distribution panel and turn on the retail circuit breaker.
- 1.3 Existing lighting in the retail units is temporary only and shall be removed as part of Retail Unit fit-outs; lessees to provide lighting design and fixtures for their Retail units which shall be powered from the electric panel installed by the lessee within their retail unit.
- 1.4 All electrical conduit shall be rigid galvanized, with screw fittings.

2. Fire Alarm

- 2.1 Madison Concourse Fire Alarm design for retail space includes fire alarm connection point within space. The intention is to have the retail tenant provide their own Fire Alarm Control Panel, initiation and notification devices for their space as a sub-system that can report back to the Madison Concourse Fire Alarm system.
- 2.2 Madison Concourse Fire Alarm monitor modules to monitor alarm, trouble, supervisory conditions from the retail tenants' systems would be added 2025

3. Security

- 3.1 No Access Control Intrusion Detection ("ACID") devices are provided for doors from public space to retail spaces. ACID devices are provided for doors from retail space to back of house space, with the back of house space being considered the secure side.
- 3.2 Space 3487 has a provision to accept dual card readers (one on the retail side of door, as well as the back-of-house corridor side).
- 3.3 Each retail unit space is equipped with an empty conduit for future connectivity should MTA, MTA Manager or Facility Maintainer require further ACID alarms in the future.
- 3.4 There are no MTA CCTV Field Of View coverage cameras within retail units. Lessees are responsible for the security of their spaces, which includes installing their own CCTV system. There is no requirement to have the retail CCTV system feed video or interface with MTA .

4. Communications

- 4.1 Communications conduit is provided for lessee use in connection to telecom service; each lessee is to coordinate their own communications service.
- 4.2 Coordinate with Facility Maintainer for access to Room 3315 Demark Room and for information on available telephone/ internet service

5. Plumbing

- 5.1 Use of PVC and plastic water and sanitary piping is prohibited. All water piping shall be copper.
- 5.2 Sanitary drain and vent piping shall be cast iron, or brass for 2-inch and smaller sanitary piping.
- 5.3 Provide grease and sediment traps where deleterious waste flow is to be connected to the base-building drainage systems.
- 5.4 Where domestic hot water is required, lessees will need to provide water heaters.

6. Fire Sprinkler

- 6.1 Automatic sprinkler system head and components shall be rated for 300 psi working pressure.

7. Mechanical

- 7.1 Piping shall be flushed clean of oil, metal filing, and any other materials deleterious to the chilled water system, prior to connecting to the chille
- 7.2 Utilize 2-way or 3-way control valves, sized 2-inches and smaller.
- 7.3 Chilled water flow rates shall not exceed 1 gpm per 50 square feet of tenant floor space.

ATTACHMENT 1d: RFP Documents and Forms for Retail Unit B3305

RETAIL UNIT	Space # B3305 462 SF
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TERM SHEET

Landlord:	Metropolitan Transportation Authority ("MTA") and Grand Central Madison Operating Company ("GCMOC")
Premises:	Retail Unit B3305
Deemed Rentable Square Footage:	462 sq. ft.
Commencement Date:	The date on which Landlord tenders delivery of vacant possession of the Premises to Tenant.
Rent Commencement Date:	The first day immediately following that date which is 90 days from plan approval or such earlier date that Tenant opens for business to the public in the Premises.
Term:	Ten (10) years
Extension Option:	tbd
Annual Base Rent:	To be proposed by Proposers.
Average Annual Rate of Increase:	MTA strongly encourages Proposers to provide for escalations to the proposed Annual Base Rent throughout the term
Prepaid Rent:	One month's Base Rent to be applied to the first full month Base Rent
Plan Review Fee:	Upon signing, Tenant to pay \$15,000 per unit for review of Tenant's plans for Tenant's Initial Work (excludes payment, if necessary, for review of plans by third-party necessitated by Tenant's use)
Utilities:	Electric, chilled water, domestic water usage are to be sub-metered. Tenant to include installation of chilled water and domestic water sub-meters as part of Initial Work, as reviewed and approved by MTA.
Additional Rent:	Trash Removal: \$28.00 per sq. ft GCM Marketing Contribution: \$15.00 per sq. ft Common Area Maintenance Fee: \$23.00 per sq. ft Other: as may be per form of retail lease agreement
Security Deposit:	Upon signing of Conditional Designation Letter (CDL), \$10,000 non-refundable cash deposit, returned upon Lease execution. Upon lease execution, Letter of Credit in the amount equal to three (3) months of the final lease year's base rent.
Guaranties:	A guaranty from a creditworthy principal of Tenant will be required.
Permitted Uses:	Mandatory Use: The retail sale of general and specialty merchandise that will complement the quality and mix of retail tenants in Grand Central Madison. Prohibited: Anything other than the Mandatory Use and as described in section 2.5 of the RFP Only proposals for retail uses will be considered. Any proposal that is, in the MTA's view, primarily a branding or advertising use will be disqualified. 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 in Grand Central. 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, without limitation, the architectural design criteria and GCM rules and regulations.

ATTACHMENT 1d: RFP Documents and Forms for Retail Unit B3305

Gross Sales Reporting:	Tenant shall provide Landlord with gross sales figures on a monthly and annual basis, using a point-of-sale system, in a form and schedule accepted and approved by MTA
Condition of Premises:	Premises will be delivered "as is". Tenant is responsible for all improvements to the premises and the distribution of all MEP building systems serving the Premises.
Tenant's Initial Work:	<p>Tenant will be responsible for the renovation of the entire premises, including all interior finishes (including painting and installation of new wall coverings and floor coverings) and installation of new, first-class quality trade fixtures, equipment and lighting throughout the entire premises; together with all other alterations required to fit out the premises for the permitted use, to comply with all applicable legal requirements and to comply with Landlord's Construction Rules, all in accordance with plans approved by Landlord.</p> <p>Tenant's Initial Work must meet the requirements of the New York State Uniform Fire Safety and Building Code. Metro-North, in its capacity as the construction permitting and code compliance agency under the NYS Uniform Code and not in its proprietary capacity as Landlord, or its designee, shall review all proposed alterations for compliance with aforementioned code.</p>
Compliance with Codes and Ordinances:	In addition to compliance with the New York State Fire Safety and Building Code, tenant shall comply with all other applicable codes and ordinances, including health regulations, and obtain all required permits.
Broker:	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:

Name of Prospective Tenant Company: _____

Name: _____ Title: _____

Authorized Signature/Date: _____

ATTACHMENT 1d: RFP Documents and Forms for Retail Unit B3305

RETAIL UNIT	Space # B3305 462 SF
--------------------	-----------------------------

RENT PROPOSAL FORM

Year	Guaranteed Annual Minimum Rent	Percentage Rent
1	\$ _____	Plus ____% of gross sales over breakpoint of \$ _____
2	\$ _____ which escalates by ____% over the prior year	Plus ____% of gross sales over breakpoint of \$ _____
3	\$ _____ which escalates by ____% over the prior year	Plus ____% of gross sales over breakpoint of \$ _____
4	\$ _____ which escalates by ____% over the prior year	Plus ____% of gross sales over breakpoint of \$ _____
5	\$ _____ which escalates by ____% over the prior year	Plus ____% of gross sales over breakpoint of \$ _____
6	\$ _____ which escalates by ____% over the prior year	Plus ____% of gross sales over breakpoint of \$ _____
7	\$ _____ which escalates by ____% over the prior year	Plus ____% of gross sales over breakpoint of \$ _____
8	\$ _____ which escalates by ____% over the prior year	Plus ____% of gross sales over breakpoint of \$ _____
9	\$ _____ which escalates by ____% over the prior year	Plus ____% of gross sales over breakpoint of \$ _____
10	\$ _____ which escalates by ____% over the prior year	Plus ____% of gross sales over breakpoint of \$ _____

The estimated Additional Rent charges for Year 1 would be as follows:

Additional Rent Charges	Price per sf	Unit SF	Total
(a) Trash Removal	\$28.00	462	\$12,936.00
(b) GCM Marketing & Promotion Fund	\$15.00	462	\$6,930.00
(c) Common Area Maintenance	\$23.00	462	\$10,626.00
		Total:	\$30,492.00

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

Name of Prospective Tenant Company: _____

Name: _____ Title: _____

Authorized Signature/Date: _____

ATTACHMENT 1d: RFP Documents and Forms for Retail Unit B3305

RETAIL UNIT	Space # B3305 462 SF
-------------	----------------------

PROJECTED SALES OVER TERM

<u>Year One</u>	\$ _____
<u>Year Two</u>	\$ _____
<u>Year Three</u>	\$ _____
<u>Year Four</u>	\$ _____
<u>Year Five</u>	\$ _____
<u>Year Six</u>	\$ _____
<u>Year Seven</u>	\$ _____
<u>Year Eight</u>	\$ _____
<u>Year Nine</u>	\$ _____
<u>Year Ten</u>	\$ _____

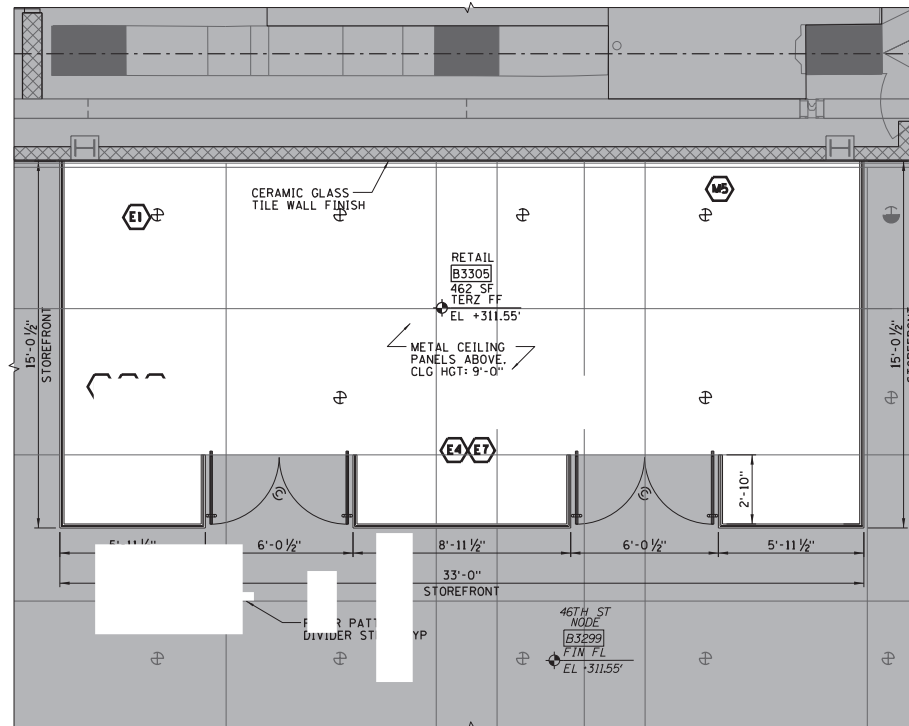
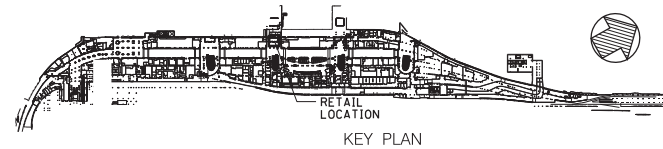
PRELIMINARY DESIGN & CONSTRUCTION BUDGET

Narrative Description of Proposed Improvements:

(attach concept renderings, as applicable)

Total Projected Design/Construction Costs

Design	\$ _____
Construction	\$ _____
TOTAL	\$ _____



RETAIL PLAN

LEGEND:

AFF ABOVE FINISHED FLOOR
CLG HGT CEILING HEIGHT
EOC EDGE OF CONCRETE
FF FINISH FLOOR
TERZ TERRAZZO
TOC TOP OF CONCRETE
TYP TYPICAL
SF SQUARE FEET

CMU WALL

RECESSED DOWNLIGHT FIXTURES
RECESSED WALL WASHER DOWNLIGHT FIXTURE
DENOTES ELECTRICAL NOTATION
DENOTES MECHANICAL NOTATION

ELECTRICAL NOTES:

4. (1) 2" EMPTY COMMUNICATIONS CONDUIT STUB INTO RETAIL SPACE FROM ESA DEMARK RM* B3315, FOR RETAIL TELECOM CONNECTION.

7. (1) 1" EMPTY SECURITY CONDUIT STUB INTO RETAIL SPACE FROM ESA COMMUNICATION ROOM/CLOSET (LIRR USE ONLY).

8. CONDUIT STUBS AND PULLBOX LOCATIONS ARE APPROXIMATE.

MECHANICAL NOTES:

- UTILITIES ARE LOCATED WITHIN SPACE FOR EXTENSION AND UTILIZATION BY RETAIL TENANT. TENANT TO PROVIDE DUCT AND PIPING FROM UTILITY OUTLETS TO ALL TENANT FIXTURES AND EQUIPMENT. SIZES AND LOCATIONS ARE APPROXIMATE. VERIFY IN FIELD.
- CHILLED WATER: 1 1/2" SUPPLY AND RETURN, CAPPED, VALVED. TENANT TO PROVIDE TWO WAY CONTROL VALVE.
- EXHAUST AIR: 300 CFM
- OUTDOOR AIR: 300 CFM (TEMPERED)
- 1 1/4" DOMESTIC WATER, 4" SANITARY VENT, 4" SANITARY DRAIN (BELOW FLOOR).

SCALE IN FEET
2' 1' 0' 2' 4' 6'

Construction & Development

GEC WSP
STV
PARSONS
General Engineering Consultant

WSP USA
STV INCORPORATED
PARSONS TRANSPORTATION
GROUP OF NEW YORK, INC.
169 Seventh Avenue • New York, NY • 10019

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PREPARED BY:

CHECKED BY:

APPROVED BY:

PW FILENAME:

Altered by:
NY PROFESSIONAL
License No.:

DATE:

GCT CONCOISE - RETAIL LAYOUTS

46 1 ST NODE
RETA ROOM B3305
PCC 262-AR-SK020

Scale: 3/8" = 1'-0"
CONTRACT No. PCC-262

DATE: 7-14-21

SKETCH No. OF

Architectural				Electrical							Mechanical							Notes
Location	Room No.	Room Name	Square Footage	ALLOCATED POWER to space at 480V, 3phase (kVA)	ALLOCATED AMPACITY equivalent 208/120V (Amps)	Power Empty Conduit to Retail Space	Fire Alarm Empty conduit for subsystem connection	Security Empty Conduit (for LIRR use)	Communications conduit to Demark room	Exhaust Air	Outdoor Air (tempered)	Domestic Water	Sanitary Waste and Vent	Fire Sprinkler (valved outlet)	Chilled Water tap and size	Maximum HVAC service (in BTU)		
46th Street Node	B3305	Temp. Retail	462	75	200.0	1-1.5"	2-1"	1-1"	1-2"	No	Yes (300)	1 1/4" Valve	4" below floor 2" Vent	Sprinkled but not valved (sub-zoned)	YES Pipe Size: 2"	180,000 BTU/H		

Notes:

1. Power

1.1

The Allocated kVA power indicates the amount of power a tenant may connect. MTA provides 480V feeder to space, lessee provides stepdown transformer within retail unit.

1.2

MTA shall design and install retail power distribution equipment, including feeder cable entire length from retail unit spaces to MTA distribution panel circuit breaker in common electric closets. During the coordination of fit-out Lessee shall:

a.

Consult with Facility Maintainer BMS operator for any programming of BMS required to generate retail Utility Bill.

b.

Consult with Facility Maintainer Facility Power maintainer to assign circuit breaker, allow retailer access to distribution panel and turn on the retail circuit breaker.

1.3

Existing lighting in the retail units is temporary only and shall be removed as part of Retail Unit fit-outs; lessees to provide lighting design and fixtures for their Retail units which shall be powered from the electric panel installed by the lessee within their retail unit.

1.4

All electrical conduit shall be rigid galvanized, with screw fittings.

2. Fire Alarm

2.1

Madison Concourse Fire Alarm design for retail space includes fire alarm connection point within space.

The intention is to have the retail tenant provide their own Fire Alarm Control Panel, initiation and notification devices for their space as a sub-system that can report back to the Madison Concourse Fire Alarm system.

2.2

Madison Concourse Fire Alarm monitor modules to monitor alarm, trouble, supervisory conditions from the retail tenants' systems would be added 2025

3. Security

3.1

No Access Control Intrusion Detection ("ACID") devices are provided for doors from public space to retail spaces. ACID devices are provided for doors from retail space to back of house space, with the back of house space being considered the secure side.

3.2

Space 3487 has a provision to accept dual card readers (one on the retail side of door, as well as the back-of-house corridor side).

3.3

Each retail unit space is equipped with an empty conduit for future connectivity should MTA, MTA Manager or Facility Maintainer require further ACID alarms in the future.

3.4

There are no MTA CCTV Field Of View coverage cameras within retail units. Lessees are responsible for the security of their spaces, which includes installing their own CCTV system. There is no requirement to have the retail CCTV system feed video or interface with MTA. .

4. Communications

4.1

Communications conduit is provided for lessee use in connection to telecom service; each lessee is to coordinate their own communications service.

4.2

Coordinate with Facility Maintainer for access to Room 3315 Demark Room and for information on available telephone/ internet service

5. Plumbing

5.1

Use of PVC and plastic water and sanitary piping is prohibited. All water piping shall be copper.

5.2

Sanitary drain and vent piping shall be cast iron, or brass for 2-inch and smaller sanitary piping.

5.3

Provide grease and sediment traps where deleterious waste flow is to be connected to the base-building drainage systems.

5.4

Where domestic hot water is required, lessees will need to provide water heaters.

6. Fire Sprinkler

6.1

Automatic sprinkler system head and components shall be rated for 300 psi working pressure.

7. Mechanical

7.1

Piping shall be flushed clean of oil, metal filing, and any other materials deleterious to the chilled water system, prior to connecting to the chillk

7.2

Utilize 2-way or 3-way control valves, sized 2-inches and smaller.

7.3

Chilled water flow rates shall not exceed 1 gpm per 50 square feet of tenant floor space.
- 111

ATTACHMENT 1e: RFP Documents and Forms for Retail Unit C3505

RETAIL UNIT	Space # C3505	793 SF
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TERM SHEET

Landlord:	Metropolitan Transportation Authority ("MTA") and Grand Central Madison Operating Company ("GCMOC")
Premises:	Retail Unit C3505
Deemed Rentable Square Footage:	793 sq. ft.
Commencement Date:	The date on which Landlord tenders delivery of vacant possession of the Premises to Tenant.
Rent Commencement Date:	The first day immediately following that date which is 90 days from plan approval or such earlier date that Tenant opens for business to the public in the Premises.
Term:	Ten (10) years
Extension Option:	tbd
Annual Base Rent:	To be proposed by Proposers.
Average Annual Rate of Increase:	MTA strongly encourages Proposers to provide for escalations to the proposed Annual Base Rent throughout the term
Prepaid Rent:	One month's Base Rent to be applied to the first full month Base Rent
Plan Review Fee:	Upon signing, Tenant to pay \$15,000 per unit for review of Tenant's plans for Tenant's Initial Work (excludes payment, if necessary, for review of plans by third-party necessitated by Tenant's use)
Utilities:	Electric, chilled water, domestic water usage are to be sub-metered. Tenant to include installation of chilled water and domestic water sub-meters as part of Initial Work, as reviewed and approved by MTA.
Additional Rent:	Trash Removal: \$28.00 per sq. ft GCM Marketing Contribution: \$15.00 per sq. ft Common Area Maintenance Fee: \$23.00 per sq. ft Other: as may be per form of retail lease agreement
Security Deposit:	Upon signing of Conditional Designation Letter (CDL), \$10,000 non-refundable cash deposit, returned upon Lease execution. Upon lease execution, Letter of Credit in the amount equal to three (3) months of the final lease year's base rent.
Guaranties:	A guaranty from a creditworthy principal of Tenant will be required.
Permitted Uses:	Mandatory Use: The retail sale of general and specialty merchandise that will complement the quality and mix of retail tenants in Grand Central Madison. Prohibited: Anything other than the Mandatory Use and as described in section 2.5 of the RFP Only proposals for retail uses will be considered. Any proposal that is, in the MTA's view, primarily a branding or advertising use will be disqualified. 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 in Grand Central. 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, without limitation, the architectural design criteria and GCM rules and regulations.

ATTACHMENT 1e: RFP Documents and Forms for Retail Unit C3505

Gross Sales Reporting:	Tenant shall provide Landlord with gross sales figures on a monthly and annual basis, using a point-of-sale system, in a form and schedule accepted and approved by MTA
Condition of Premises:	Premises will be delivered "as is". Tenant is responsible for all improvements to the premises and the distribution of all MEP building systems serving the Premises.
Tenant's Initial Work:	<p>Tenant will be responsible for the renovation of the entire premises, including all interior finishes (including painting and installation of new wall coverings and floor coverings) and installation of new, first-class quality trade fixtures, equipment and lighting throughout the entire premises; together with all other alterations required to fit out the premises for the permitted use, to comply with all applicable legal requirements and to comply with Landlord's Construction Rules, all in accordance with plans approved by Landlord.</p> <p>Tenant's Initial Work must meet the requirements of the New York State Uniform Fire Safety and Building Code. Metro-North, in its capacity as the construction permitting and code compliance agency under the NYS Uniform Code and not in its proprietary capacity as Landlord, or its designee, shall review all proposed alterations for compliance with aforementioned code.</p>
Compliance with Codes and Ordinances:	In addition to compliance with the New York State Fire Safety and Building Code, tenant shall comply with all other applicable codes and ordinances, including health regulations, and obtain all required permits.
Broker:	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:

Name of Prospective Tenant Company: _____

Name: _____ Title: _____

Authorized Signature/Date: _____

ATTACHMENT 1e: RFP Documents and Forms for Retail Unit C3505

RETAIL UNIT	Space # C3505	793 SF
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RENT PROPOSAL FORM

Year	Guaranteed Annual Minimum Rent	Percentage Rent
1	\$ _____	Plus ____% of gross sales over breakpoint of \$ _____
2	\$ _____ which escalates by ____% over the prior year	Plus ____% of gross sales over breakpoint of \$ _____
3	\$ _____ which escalates by ____% over the prior year	Plus ____% of gross sales over breakpoint of \$ _____
4	\$ _____ which escalates by ____% over the prior year	Plus ____% of gross sales over breakpoint of \$ _____
5	\$ _____ which escalates by ____% over the prior year	Plus ____% of gross sales over breakpoint of \$ _____
6	\$ _____ which escalates by ____% over the prior year	Plus ____% of gross sales over breakpoint of \$ _____
7	\$ _____ which escalates by ____% over the prior year	Plus ____% of gross sales over breakpoint of \$ _____
8	\$ _____ which escalates by ____% over the prior year	Plus ____% of gross sales over breakpoint of \$ _____
9	\$ _____ which escalates by ____% over the prior year	Plus ____% of gross sales over breakpoint of \$ _____
10	\$ _____ which escalates by ____% over the prior year	Plus ____% of gross sales over breakpoint of \$ _____

The estimated Additional Rent charges for Year 1 would be as follows:

Additional Rent Charges	Price per sf	Unit SF	Total
(a) Trash Removal	\$28.00	793	\$22,204.00
(b) GCM Marketing & Promotion Fund	\$15.00	793	\$11,895.00
(c) Common Area Maintenance	\$23.00	793	\$18,239.00
		Total:	\$52,338.00

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

Name of Prospective Tenant Company: _____

Name: _____ Title: _____

Authorized Signature/Date: _____

ATTACHMENT 1e: RFP Documents and Forms for Retail Unit C3505

RETAIL UNIT	Space # C3505	793 SF
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PROJECTED SALES OVER TERM

<u>Year One</u>	\$ _____
<u>Year Two</u>	\$ _____
<u>Year Three</u>	\$ _____
<u>Year Four</u>	\$ _____
<u>Year Five</u>	\$ _____
<u>Year Six</u>	\$ _____
<u>Year Seven</u>	\$ _____
<u>Year Eight</u>	\$ _____
<u>Year Nine</u>	\$ _____
<u>Year Ten</u>	\$ _____

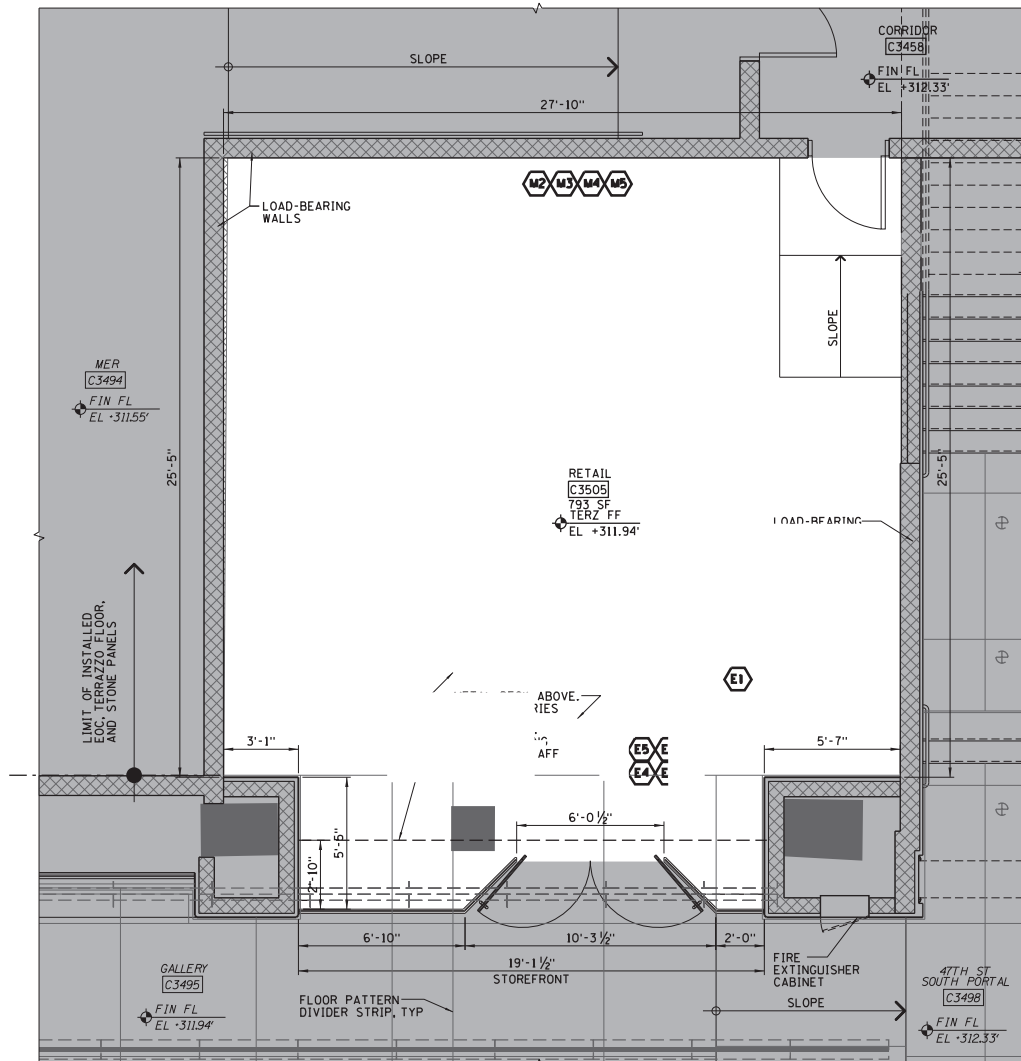
PRELIMINARY DESIGN & CONSTRUCTION BUDGET

Narrative Description of Proposed Improvements:

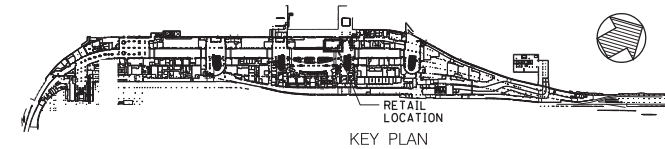
(attach concept renderings, as applicable)

Total Projected Design/Construction Costs

Design	\$ _____
Construction	\$ _____
TOTAL	\$ _____

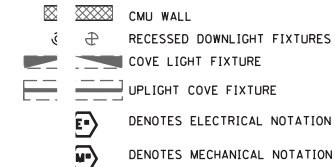


RETAIL PLAN



LEGEND:

'F ABOVE FINISHED FLOOR
 'G HGT CEILING HEIGHT
 'C EDGE OF CONCRETE
 'RZ FINISH FLOOR
 'C TOP OF CONCRETE
 'P TYPICAL SQUARE FEET



ELECTRICAL NOTES:

(1) 2" EMPTY COMMUNICATIONS CONDUIT STUB INTO RETAIL SPACE FROM ESA DEMARK RM# B3315, FOR RETAIL TELECOM CONNECTION.

(1) 1" EMPTY SECURITY CONDUIT STUB INTO RETAIL SPACE FROM ESA COMMUNICATION ROOM/CLOSET (LIRR USE ONLY).

CONDUIT STUBS AND PULLBOX LOCATIONS ARE APPROXIMATE.

MECHANICAL NOTES:

UTILITIES ARE LOCATED WITHIN SPACE FOR EXTENSION AND UTILIZATION BY RETAIL TENANT. TENANT TO PROVIDE DUCT AND PIPING FROM UTILITY OUTLETS TO ALL TENANT FIXTURES AND EQUIPMENT. SIZES AND LOCATIONS ARE APPROXIMATE; VERIFY IN FIELD.

CHILLED WATER: 1 1/2" SUPPLY AND RETURN, CAPPED, VALVED. TENANT TO PROVIDE TWO WAY CONTROL VALVE.

EXHAUST AIR: 200 CFM

OUTDOOR AIR: 200 CFM (TEMPERED)

1 1/2" DOMESTIC WATER, 2" SANITARY VENT, 4" SANITARY DRAIN (BELOW FLOOR).



Construction & Development

GEC WSP
STV
PARSONS
General Engineering Consultant

WSP USA
STV INCORPORATED
PARSONS TRANSPORTATION
GROUP OF NEW YORK, INC.
169 Seventh Avenue • New York, NY • 10013

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PREPARED BY:

CHECKED BY:

APPROVED BY:

PW FILENAME:

Altered by:
NY PROFESSIONAL
License No.:

DATE:

GCT CONCO

47
RETA
PCC

ISE - RETAIL LAYOUTS

41 ST NODE
ROOM C3505
262-AR-SK023

Scale:
3/8" = 1'-0"

CONTRACT No.

PCC-262

DATE:

7-14-21

SKETCH No.

OF

RETAIL UNIT UTILITY INFORMATION

Architectural				Electrical						Mechanical							Notes
Location	Room No.	Room Name	Square Footage	ALLOCATED POWER to space at 480V,3phase (kVA)	ALLOCATED AMPACITY equivalent 208/120V (Amps)	Power Empty Conduit to Retail Space	Fire Alarm Empty conduit for subsystem connection	Security Empty Conduit (for LIRR use)	Communications conduit to Demark room	Exhaust Air	Outdoor Air (tempered)	Domestic Water	Sanitary Waste and Vent	Fire Sprinkler (valved outlet)	Chilled Water tap and size	Maximum HVAC service (in BTU)	
47th Street Node	C3505	Retail	793	112.5	300.0	1-2.5"	2-1"	1-1"	1-2"	Yes (800)	Yes (800)	1 1/4" Valve	4" below floor 2" Vent	YES (2")	YES Pipe Size: 2-1/2"	300,000 BTUH	

Notes:

1. Power

1.1 The Allocated kVA power indicates the amount of power a tenant may connect. MTA provides 480V feeder to space, lessee provides stepdown transformer within retail unit.

1.2 MTA shall design and install retail power distribution equipment, including feeder cable entire length from retail unit spaces to MTA distribution panel circuit breaker in common electric closets. During the coordination of fit-out Lessee shall:

a. Consult with Facility Maintainer BMS operator for any programming of BMS required to generate retail Utility Bill.

b. Consult with Facility Maintainer Facility Power maintainer to assign circuit breaker, allow retailer access to distribution panel and turn on the retail circuit breaker.

1.3 Existing lighting in the retail units is temporary only and shall be removed as part of Retail Unit fit-outs; lessees to provide lighting design and fixtures for their Retail units which shall be powered from the electric panel installed by the lessee within their retail unit.

1.4 All electrical conduit shall be rigid galvanized, with screw fittings.
2. Fire Alarm

2.1 Madison Concourse Fire Alarm design for retail space includes fire alarm connection point within space.

The intention is to have the retail tenant provide their own Fire Alarm Control Panel, initiation and notification devices for their space as a sub-system that can report back to the Madison Concourse Fire Alarm system.

2.2 Madison Concourse Fire Alarm monitor modules to monitor alarm, trouble, supervisory conditions from the retail tenants' systems would be added 2025
3. Security

3.1 No Access Control Intrusion Detection ("ACID") devices are provided for doors from public space to retail spaces. ACID devices are provided for doors from retail space to back of house space, with the back of house space being considered the secure side.

3.2 Space 3487 has a provision to accept dual card readers (one on the retail side of door, as well as the back-of-house corridor side).

3.3 Each retail unit space is equipped with an empty conduit for future connectivity should MTA, MTA Manager or Facility Maintainer require further ACID alarms in the future.

3.4 There are no MTA CCTV Field Of View coverage cameras within retail units. Lessees are responsible for the security of their spaces, which includes installing their own CCTV system. There is no requirement to have the retail CCTV system feed video or interface with MTA. .
4. Communications

4.1 Communications conduit is provided for lessee use in connection to telecom service; each lessee is to coordinate their own communications service.

4.2 Coordinate with Facility Maintainer for access to Room 3315 Demark Room and for information on available telephone/ internet service
5. Plumbing

5.1 Use of PVC and plastic water and sanitary piping is prohibited. All water piping shall be copper.

5.2 Sanitary drain and vent piping shall be cast iron, or brass for 2-inch and smaller sanitary piping.

5.3 Provide grease and sediment traps where deleterious waste flow is to be connected to the base-building drainage systems.

5.4 Where domestic hot water is required, lessees will need to provide water heaters.
6. Fire Sprinkler

6.1 Automatic sprinkler system head and components shall be rated for 300 psi working pressure.
7. Mechanical

7.1 Piping shall be flushed clean of oil, metal filing, and any other materials deleterious to the chilled water system, prior to connecting to the chill

7.2 Utilize 2-way or 3-way control valves, sized 2-inches and smaller.

7.3 Chilled water flow rates shall not exceed 1 gpm per 50 square feet of tenant floor space.

ATTACHMENT 1f: RFP Documents and Forms for Retail Unit C3507

RETAIL UNIT	Space # C3507	215 SF
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TERM SHEET

Landlord:	Metropolitan Transportation Authority ("MTA") and Grand Central Madison Operating Company ("GCMOC")
Premises:	Retail Unit C3507
Deemed Rentable Square Footage:	215 sq. ft.
Commencement Date:	The date on which Landlord tenders delivery of vacant possession of the Premises to Tenant.
Rent Commencement Date:	The first day immediately following that date which is 90 days from plan approval or such earlier date that Tenant opens for business to the public in the Premises.
Term:	Ten (10) years
Extension Option:	tbd
Annual Base Rent:	To be proposed by Proposers.
Average Annual Rate of Increase:	MTA strongly encourages Proposers to provide for escalations to the proposed Annual Base Rent throughout the term
Prepaid Rent:	One month's Base Rent to be applied to the first full month Base Rent
Plan Review Fee:	Upon signing, Tenant to pay \$15,000 per unit for review of Tenant's plans for Tenant's Initial Work (excludes payment, if necessary, for review of plans by third-party necessitated by Tenant's use)
Utilities:	Electric, chilled water, domestic water usage are to be sub-metered. Tenant to include installation of chilled water and domestic water sub-meters as part of Initial Work, as reviewed and approved by MTA.
Additional Rent:	Trash Removal: \$28.00 per sq. ft GCM Marketing Contribution: \$15.00 per sq. ft Common Area Maintenance Fee: \$23.00 per sq. ft Other: as may be per form of retail lease agreement
Security Deposit:	Upon signing of Conditional Designation Letter (CDL), \$10,000 non-refundable cash deposit, returned upon Lease execution. Upon lease execution, Letter of Credit in the amount equal to three (3) months of the final lease year's base rent.
Guaranties:	A guaranty from a creditworthy principal of Tenant will be required.
Permitted Uses:	Mandatory Use: The retail sale of general and specialty merchandise that will complement the quality and mix of retail tenants in Grand Central Madison. Prohibited: Anything other than the Mandatory Use and as described in section 2.5 of the RFP Only proposals for retail uses will be considered. Any proposal that is, in the MTA's view, primarily a branding or advertising use will be disqualified. 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 in Grand Central. 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, without limitation, the architectural design criteria and GCM rules and regulations.

ATTACHMENT 1f: RFP Documents and Forms for Retail Unit C3507

Gross Sales Reporting:	Tenant shall provide Landlord with gross sales figures on a monthly and annual basis, using a point-of-sale system, in a form and schedule accepted and approved by MTA
Condition of Premises:	Premises will be delivered "as is". Tenant is responsible for all improvements to the premises and the distribution of all MEP building systems serving the Premises.
Tenant's Initial Work:	<p>Tenant will be responsible for the renovation of the entire premises, including all interior finishes (including painting and installation of new wall coverings and floor coverings) and installation of new, first-class quality trade fixtures, equipment and lighting throughout the entire premises; together with all other alterations required to fit out the premises for the permitted use, to comply with all applicable legal requirements and to comply with Landlord's Construction Rules, all in accordance with plans approved by Landlord.</p> <p>Tenant's Initial Work must meet the requirements of the New York State Uniform Fire Safety and Building Code. Metro-North, in its capacity as the construction permitting and code compliance agency under the NYS Uniform Code and not in its proprietary capacity as Landlord, or its designee, shall review all proposed alterations for compliance with aforementioned code.</p>
Compliance with Codes and Ordinances:	In addition to compliance with the New York State Fire Safety and Building Code, tenant shall comply with all other applicable codes and ordinances, including health regulations, and obtain all required permits.
Broker:	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:

Name of Prospective Tenant Company: _____

Name: _____ Title: _____

Authorized Signature/Date: _____

ATTACHMENT 1f: RFP Documents and Forms for Retail Unit C3507

RETAIL UNIT	Space # C3507	215 SF
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RENT PROPOSAL FORM

Year	Guaranteed Annual Minimum Rent	Percentage Rent
1	\$ _____	Plus ____% of gross sales over breakpoint of \$ _____
2	\$ _____ which escalates by ____% over the prior year	Plus ____% of gross sales over breakpoint of \$ _____
3	\$ _____ which escalates by ____% over the prior year	Plus ____% of gross sales over breakpoint of \$ _____
4	\$ _____ which escalates by ____% over the prior year	Plus ____% of gross sales over breakpoint of \$ _____
5	\$ _____ which escalates by ____% over the prior year	Plus ____% of gross sales over breakpoint of \$ _____
6	\$ _____ which escalates by ____% over the prior year	Plus ____% of gross sales over breakpoint of \$ _____
7	\$ _____ which escalates by ____% over the prior year	Plus ____% of gross sales over breakpoint of \$ _____
8	\$ _____ which escalates by ____% over the prior year	Plus ____% of gross sales over breakpoint of \$ _____
9	\$ _____ which escalates by ____% over the prior year	Plus ____% of gross sales over breakpoint of \$ _____
10	\$ _____ which escalates by ____% over the prior year	Plus ____% of gross sales over breakpoint of \$ _____

The estimated Additional Rent charges for Year 1 would be as follows:

Additional Rent Charges	Price per sf	Unit SF	Total
(a) Trash Removal	\$28.00	215	\$6,020.00
(b) GCM Marketing & Promotion Fund	\$15.00	215	\$3,225.00
(c) Common Area Maintenance	\$23.00	215	\$4,945.00
		Total:	\$14,190.00

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

Name of Prospective Tenant Company: _____

Name: _____ Title: _____

Authorized Signature/Date: _____

ATTACHMENT 1f: RFP Documents and Forms for Retail Unit C3507

RETAIL UNIT	Space # C3507	215 SF
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PROJECTED SALES OVER TERM

<u>Year One</u>	\$ _____
<u>Year Two</u>	\$ _____
<u>Year Three</u>	\$ _____
<u>Year Four</u>	\$ _____
<u>Year Five</u>	\$ _____
<u>Year Six</u>	\$ _____
<u>Year Seven</u>	\$ _____
<u>Year Eight</u>	\$ _____
<u>Year Nine</u>	\$ _____
<u>Year Ten</u>	\$ _____

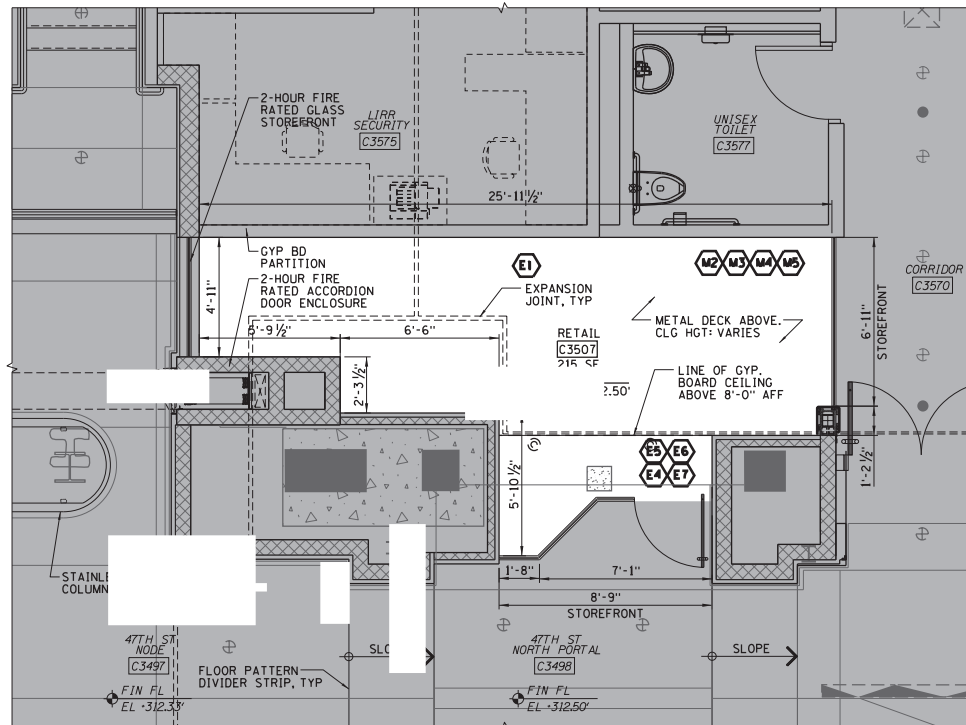
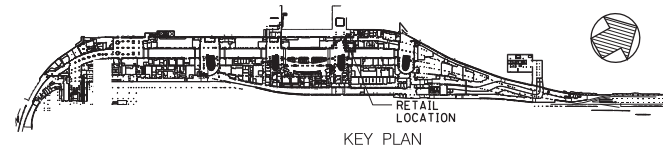
PRELIMINARY DESIGN & CONSTRUCTION BUDGET

Narrative Description of Proposed Improvements:

(attach concept renderings, as applicable)

Total Projected Design/Construction Costs

Design	\$ _____
Construction	\$ _____
TOTAL	\$ _____



RETAIL PLAN

LEGEND:

AFF	ABOVE FINISHED FLOOR
CLG HGT	CEILING HEIGHT
EOC	EDGE OF CONCRETE
FF	FINISH FLOOR
TERZ	TERRAZZO
TOC	TOP OF CONCRETE
TYP	TYPICAL
SF	SQUARE FEET
	CMU WALL
	RECESSED DOWNLIGHT FIXTURES
	COVE LIGHT FIXTURE
	DENOTES ELECTRICAL NOTATION
	DENOTES MECHANICAL NOTATION

ELECTRICAL NOTES:

4. (1) 2" EMPTY COMMUNICATIONS CONDUIT STUB INTO RETAIL SPACE FROM ESA DEMARK RM# B3315, FOR RETAIL TELECOM CONNECTION.

7. (1) 1" EMPTY SECURITY CONDUIT STUB INTO RETAIL SPACE FROM ESA COMMUNICATION ROOM/CLOSET (LIRR USE ONLY).

8. CONDUIT STUBS AND PULLBOX LOCATIONS ARE APPROXIMATE.

MECHANICAL NOTES:

1. UTILITIES ARE LOCATED WITHIN SPACE FOR EXTENSION AND UTILIZATION BY RETAIL TENANT. TENANT TO PROVIDE DUCT AND PIPING FROM UTILITY OUTLETS TO ALL TENANT FIXTURES AND EQUIPMENT. SIZES AND LOCATIONS ARE APPROXIMATE; VERIFY IN FIELD.

2. CHILLED WATER: 1 1/2" SUPPLY AND RETURN, CAPPED, VALVED. TENANT TO PROVIDE TWO WAY CONTROL VALVE.

3. EXHAUST AIR: 200 CFM

4. OUTDOOR AIR: 200 CFM (TEMPERED)

5. 1 1/2" DOMESTIC WATER, 2" SANITARY VENT, 4" SANITARY DRAIN (BELOW FLOOR).



Construction & Development

GEC WSP
STV
PARSONS
General Engineering Consultant

WSP USA
STV INCORPORATED
PARSONS TRANSPORTATION
GROUP OF NEW YORK, INC.
169 Seventh Avenue • New York, NY • 10013

IT IS A VIOLATION OF THE PROFESSIONAL LICENSE LAW FOR ANY PERSON TO ALTER THIS DOCUMENT IN ANY WAY UNLESS THAT PERSON IS ACTING UNDER THE DIRECTION OF A LICENSED PROFESSIONAL. THE LICENSED PROFESSIONAL SHALL AFFIX TO THIS DOCUMENT THE SEAL AND THE FOLLOWING NOTATION "ALTERED BY: [Signature] BY THE AUTHORIZED SIGNATURE DATE OF THE ALTERATION."

PREPARED BY:

CHECKED BY:

APPROVED BY:

PW FILENAME:

Altered by:
NY PROFESSIONAL
License No.:

DATE:

GCT CONCO

47
RETA
PCC

ISE - RETAIL LAYOUTS

1 ST NODE
ROOM C3507
262-AR-SK024

Scale:
3/8" = 1'-0"

CONTRACT No.

PCC-262

DATE:

7-14-21

SKETCH No.

OF

Architectural				Electrical							Mechanical							Notes
Location	Room No.	Room Name	Square Footage	ALLOCATED POWER to space at 480V,3phase (kVA)	ALLOCATED AMPACITY equivalent 208/120V (Amps)	Power Empty Conduit to Retail Space	Fire Alarm Empty conduit for subsystem connection	Security Empty Conduit (for LIRR use)	Communications conduit to Demark room	Exhaust Air	Outdoor Air (tempered)	Domestic Water	Sanitary Waste and Vent	Fire Sprinkler (valved outlet)	Chilled Water tap and size	Maximum HVAC service (in BTU)		
47th Street Node	C3507	Retail	215	112.5	300.0	1'-2" 1'-1"	2'-1"	1'-1"	1'-2"	Yes (200)	Yes (200)	1 1/4" Valve	4" below floor 2" Vent	YES (2")	YES Pipe Size: 2"	180,000 BTUH		

Notes:

1. Power
 - 1.1 The Allocated KVA power indicates the amount of power a tenant may connect. MTA provides 480V feeder to space, lessee provides stepdown transformer within retail unit.
 - 1.2 MTA shall design and install retail power distribution equipment, including feeder cable entire length from retail unit spaces to MTA distribution panel circuit breaker in common electric closets. During the coordination of fit-out Lessee shall:
 - a. Consult with Facility Maintainer BMS operator for any programming of BMS required to generate retail Utility Bill.
 - b. Consult with Facility Maintainer Facility Power maintainer to assign circuit breaker, allow retailer access to distribution panel and turn on the retail circuit breaker.
 - 1.3 Existing lighting in the retail units is temporary only and shall be removed as part of Retail Unit fit-outs; lessees to provide lighting design and fixtures for their Retail units which shall be powered from the electric panel installed by the lessee within their retail unit.
 - 1.4 All electrical conduit shall be rigid galvanized, with screw fittings.
2. Fire Alarm
 - 2.1 Madison Concourse Fire Alarm design for retail space includes fire alarm connection point within space.
The intention is to have the retail tenant provide their own Fire Alarm Control Panel, initiation and notification devices for their space as a sub-system that can report back to the Madison Concourse Fire Alarm system.
 - 2.2 Madison Concourse Fire Alarm monitor modules to monitor alarm, trouble, supervisory conditions from the retail tenants' systems would be added 2025
3. Security
 - 3.1 No Access Control Intrusion Detection ("ACID") devices are provided for doors from public space to retail spaces. ACID devices are provided for doors from retail space to back of house space, with the back of house space being considered the secure side.
 - 3.2 Space 3487 has a provision to accept dual card readers (one on the retail side of door, as well as the back-of-house corridor side).
 - 3.3 Each retail unit space is equipped with an empty conduit for future connectivity should MTA, MTA Manager or Facility Maintainer require further ACID alarms in the future.
 - 3.4 There are no MTA CCTV Field Of View coverage cameras within retail units. Lessees are responsible for the security of their spaces, which includes installing their own CCTV system. There is no requirement to have the retail CCTV system feed video or interface with MTA..
4. Communications
 - 4.1 Communications conduit is provided for lessee use in connection to telecom service; each lessee is to coordinate their own communications service.
 - 4.2 Coordinate with Facility Maintainer for access to Room 3315 Demark Room and for information on available telephone/ internet service

5. Plumbing
 - 5.1 Use of PVC and plastic water and sanitary piping is prohibited. All water piping shall be copper.
 - 5.2 Sanitary drain and vent piping shall be cast iron, or brass for 2-inch and smaller sanitary piping.
 - 5.3 Provide grease and sediment traps where deleterious waste flow is to be connected to the base-building drainage systems.
 - 5.4 Where domestic hot water is required, lessees will need to provide water heaters.

6. Fire Sprinkler
 - 6.1 Automatic sprinkler system head and components shall be rated for 300 psi working pressure.

7. Mechanical
 - 7.1 Piping shall be flushed clean of oil, metal filing, and any other materials deleterious to the chilled water system, prior to connecting to the chille
 - 7.2 Utilize 2-way or 3-way control valves, sized 2-inches and smaller.
 - 7.3 Chilled water flow rates shall not exceed 1 gpm per 50 square feet of tenant floor space.

Attachment 2

Prospective Tenant Information And Financial Statement Form

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

MTA Property	Parcel Number (if applicable)	Proposed Use	
	Property Address		
Proposer Information (if a sole proprietor)	Name	Social Security No.	- -
	Street		
	City	State	Zip
	Telephone	e-mail	
Proposed Business Entity	Name of Business		
	Street		
	City	State	Zip
	Telephone	e-mail	
	Type of business:		
	<input type="checkbox"/> Corporation <input type="checkbox"/> Joint Venture <input type="checkbox"/> Partnership <input type="checkbox"/> Limited Liability Corporation <input type="checkbox"/> Sole Proprietor		
	Year Formed _____		
	Federal Tax ID No. _____ State of Formation _____		
	Name of the business's president or most senior executive _____		
	Name of the business's chief financial officer or treasurer _____		
Information Relating to Affiliates	Below, list all Affiliates of the proposer and provide the requested information for each Affiliate. Add additional pages if necessary. An "Affiliate" of a proposer is any entity that		
	(a) directly or indirectly or owns more than a 30% equity interest in such proposer, or		
	(b) otherwise directly controls proposer, or		
	(c) is controlled by, or has more than a 30% equity interest which is owned by or for the benefit of either		
	(i) such proposer, or		
	(ii) any person (or any member of the immediate family (i.e., spouse, father, mother, brother, sister, children, and stepchildren) of any person) or entity that controls, or owns more than a 30% equity interest in, such proposer.		
	1	Name	% of Ownership
		Street	
		City	State Zip
		Telephone	e-mail

Proposer Information Form

Information Relating to Affiliates (cont'd.)

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

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

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

1	Name	
	Street	
	City	State Zip
	Telephone	e-mail

2	Name	
	Street	
	City	State Zip
	Telephone	e-mail

3	Name	
	Street	
	City	State Zip
	Telephone	e-mail

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

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

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

If yes was checked for any of the above, provide the following information for each organization, corporation, or business. Add additional pages if necessary.

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

Proposer Information Form

Information Relating to Affiliates (cont'd.)

2	Name of Business		
	Federal Tax No.	Owner/Manager Name	
	Street		
	City	State	Zip
	Telephone	Owner/Manager e-mail	

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

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

Other Leases or Licenses with MTA and its Subsidiaries and Affiliates

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

1	Name of lessee or licensee
	Location
	MTA Agency
2	Name of lessee or licensee
	Location
	MTA Agency

Proposer Information Form

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

3 Name of lessee or licensee

Location

MTA Agency

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

Business History and Experience

List all relevant business experience

1 Name of Company

From

To

Type of Business

Your Title

Street

City

State

Zip

2 Name of Company

From

To

Type of Business

Your Title

Street

City

State

Zip

3 Name of Company

From

To

Type of Business

Your Title

Street

City

State

Zip

Business References

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

1 Name of Company

From

To

Street

City

State

Zip

Contact

Title

Telephone

Proposer Information Form

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

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

**Bank
References**

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

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

Proposer Information Form

Bank References (cont'd.)

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

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

Available Financing

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

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

Proposer Information Form

Available Financing (cont'd.)

2 Name of Source

Street

City

State

Zip

Available Amount of Financing \$

Interest Rate

Telephone No. _____

Account No.

Letter Attached? ☐ Yes ☐ No

3 Name of Source

Street

City

State

Zip

Available Amount of Financing \$

Interest Rate

Telephone No.

Account No.

Letter Attached? ☐ Yes ☐ No

Proposed Retail Concept and Use

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

[illegible]

Proposer Information Form

Operation and Management Plan

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

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

Describe the involvement of the principals in the operation of the proposed business. Attach an organization chart (if available) of the proposed entity.

This image shows a blank sheet of white paper with horizontal ruling lines. The lines are evenly spaced and run across the width of the page. There are no margins, text, or other markings on the paper.

Proposer Information Form

Improvements

2 – Construction Costs \$

3 – Trade Fixtures	\$
--------------------	----

4 – TOTAL IMPROVEMENTS \$ add lines 1 to 3

Other Costs

6 – Incorporation Fees	\$
------------------------	----

7 – Licensing Fees	\$
--------------------	----

8 – Franchise Fees \$

9 – Consulting Fees \$

10 – Merchandise Inventory \$

11 – Rent During Construction \$

12 – Miscellaneous	\$
--------------------	----

13 – TOTAL STARTUP COSTS \$ add lines 4 to 12

Scope of Work and Improvements

Describe the proposed improvements. Add additional pages if necessary.

[illegible]

Proposer Information Form

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

Assets

Funds

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

Receivables

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

Securities

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

Fixed Assets

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

Other Assets

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

Liabilities

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

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

Proposer Information Form

**Income:
One-year
Projection**

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

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

**Expenses:
One-year
Projection**

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

Proposer Information Form

Projected Sales for Lease or License Term

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

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

Responsibility Related Questions

Has the proposer or any Affiliate thereof ever been barred from bidding on contracts, or declared not responsible by any city, town, village, county, state, or federal public entity? ☐ Yes ☐ No

Are any outstanding liens pending against the proposer or any Affiliate thereof? ☐ Yes ☐ No

Are any judgments outstanding against the proposer or any Affiliate thereof? ☐ Yes ☐ No

Is any suit or other legal action pending against the proposer or any Affiliate thereof? ☐ Yes ☐ No

Has the proposer or any Affiliate thereof been adjudged bankrupt, voluntarily or involuntarily, under any provision of the Bankruptcy Law, executed an assignment for the benefit of creditors, or abandoned a business without satisfying its outstanding debts? ☐ Yes ☐ No

Has the proposer or any Affiliate thereof ever been convicted of a felony? ☐ Yes ☐ No

If yes to any of the above, please provide all details below. Add additional pages if necessary.

Proposer Information Form

General Affidavit

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

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

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

Proposer Information Form

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

This Proposer Information Form must be signed below.

Proposer _____

Authorized Signature _____

Date _____

Print Name and Title _____

Sworn to me this _____ day of _____, 20 _____

Notary Public's Signature _____

Notary Seal _____

ATTACHMENT 3

IRAN DIVESTMENT ACT CERTIFICATION

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

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

The Certification is as follows:

a. Certification that the Bidder is not on the List: Each person, where person means natural person, corporation, company, limited liability company, business association, partnership society, trust, or any other nongovernmental entity, organization, or group, and each person signing on behalf of any other party, certifies, and in the case of a joint bid or proposal or partnership each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each person is not on the list created pursuant to paragraph (b) of subdivision 3 of section 165-a of the State Finance Law, or,

b. Certification that the Bidder’s investment in Iran is ceasing: The person cannot make the certification in Subparagraph a, above, but asks the Authority to consider them for award of the Contract by certifying, under penalty of perjury, that the person’s investment activities in Iran were made before April 12, 2012; the person’s investment activities in Iran have not been expanded or renewed after April 12, 2012; and the person has adopted, publicized and is implementing a formal plan to cease its investment activities in Iran and to refrain from engaging in any new investments in Iran.

Signature/Date

Printed Name and Position

ATTACHMENT 4
EXECUTIVE ORDER NO.16 CERTIFICATION

**METROPOLITAN TRANSPORTATION
AUTHORITY**

**CERTIFICATION PERTAINING TO EXECUTIVE
ORDER NO. 16 PROHIBITION ON
CONTRACTING WITH BUSINESSES
CONDUCTING BUSINESS IN RUSSIA**

CONTRACT/P.O. NUMBER: _____

CONTRACT DESCRIPTION: _____

Pursuant to Executive Order No. 16, **Prohibiting State Agencies and Authorities from Contracting with Businesses Conducting Business in Russia**, which was signed by the Governor of the State of New York on March 17, 2022, all Affected State Entities are directed to refrain from entering into any new contract or renewing any existing contract with an entity conducting business operations in Russia.

An “Entity conducting business operations in Russia” means an institution or company, wherever located, conducting any commercial activity in Russia or transacting business with the Russian Government or with commercial entities headquartered in Russia or with their principal place of business in Russia in the form of contracting, sales, purchasing, investment, or any business partnership.

The Metropolitan Transportation Authority, its subsidiaries and affiliates (collectively, the “Authority”) is defined as an “Affected State Entity” under Executive Order No. 16.

As an Affected State Entity, the Authority requires that any entity including all bidders, proposers, contractors and consultants doing business, or seeking to do business, with the Authority make the following certification prior to the award of any new contract or renewal of any existing contract (including change orders). Failure to so certify shall preclude such award or renewal.

CERTIFICATION

By executing this Schedule, I certify, **under penalty of perjury**, to the best of my knowledge, information and belief that:

- (1) The Certifying Entity is not an “Entity conducting business operations in Russia” as defined in Executive Order No. 16.
- (2) By executing this Certification below, I certify that I am duly authorized to make this Certification on behalf of the Certifying Entity.
- (3) This Certification is in all respects true and correct.

Full Legal Name of Certifying Entity: _____

Name of Person Executing Certification: _____

Title of Person Executing Certification: _____

Date: _____, 20__

By: _____
(Signature of Person Executing Certification)

ATTACHMENT 5

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 with regard to 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 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 yes, please provide details regarding the finding of non-responsibility below.

Governmental Entity: _____

Year of Finding of Non-Responsibility: _____

Basis of Finding of Non-Responsibility: _____

(Add additional pages as necessary)

Has any governmental entity terminated a procurement contract with the prospective tenant or any Affiliate thereof due to the intentional provision of false or incomplete information?

☐ Yes ☐ No

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

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.