

STATE OF NEW YORK

JUDICIARY

—REQUEST FOR BID—

(This is not an order)  
**BID MUST BE MADE ON THIS SHEET  
 OR AS OTHERWISE SPECIFIED**

NEW YORK STATE  
 OFFICE OF COURT ADMINISTRATION  
 CONTRACT & PROCUREMENT ADMINISTRATION  
 42 KARNER ROAD, ALBANY, NY 12205  
 (Agency Name and Address)

Direct Inquiries to: MR. GLENN R. HARRISON  
 CONTRACT & PROCUREMENT ADMINISTRATOR  
 Telephone No.: (518) 869-4732

Price to include delivery to (describe exact location and method of delivery)

PER ATTACHED RFP/SPECIFICATIONS

<b>Bid Number:</b> OCA/CPA-296	<b>Commodity Group:</b>
<b>Opening Date:</b> JUNE 10, 2004 <b>Time: 11:00 AM</b>	<b>Commodity Name:</b> APPELLATE -2ND. OFFICE SPACE

OFFICE OF GENERAL SERVICES "GENERAL SPECIFICATIONS" (DECEMBER 1998) ARE FULLY INCORPORATED HEREIN.

<p>Agency's Specification of item(s) Required (include quantities)</p> <p><b>UCS ATTACHMENT I ATTACHED &amp; INCORPORATED HEREIN.</b></p> <p>LEASE OF OFFICE SPACE FOR APPELLATE DIVISION - 2<sup>ND</sup> DEPT. OPERATIONS IN WESTCHESTER, KINGS AND ORANGE COUNTIES.</p>	<p>Bidder's Quotation and Specific Description of Item Offered</p> <p>BIDDERS ARE TO SUBMIT ALL REQUIRED DOCUMENTATION AND PRICING IN THE FORMAT PRESCRIBED BY THE ATTACHED RFP/SPECIFICATIONS.</p>
--	---

**NOTICE TO BIDDERS**

Pursuant to the Rules and Regulations of the Chief Administrator for the Courts, sealed bids for furnishing the item(s) in this Request for Bid will be received at the above address. When submitting a bid, you must:

1. Complete this form in its entirety using ink or typewriter and return with all other documents.
2. Explain any deviations or qualifications if your bid deviates from the specifications. If necessary, attach a separate sheet setting forth such explanations.

3. Sign the bid. The bid must be completed in the name of the bidder (corporate or other) and must be fully and properly executed by an authorized person.

4. INDICATE THE BID NUMBER, THE BID OPENING DATE AND TIME ON THE ENVELOPE CONTAINING THE SEALED BID.

5. Mail the bid to the above agency address in sufficient time for it to be received before the specified bid opening. **LATE BIDS WILL BE REJECTED.**

BIDDER HEREBY CERTIFIES THAT THE ABOVE QUOTED (OR OTHERWISE NOTED) PRICES ARE APPLICABLE TO ALL CUSTOMERS FOR COMPARABLE QUANTITIES, QUALITY, STYLES OR SERVICES.

**BIDS MUST BE SIGNED**

Bidder's Firm Name:		Employer's Federal Identification Number	
Address Street	City	State	Zip
Bidder's Signature		Official Title	
Printed or Typed Copy of Signature		Area Code/ Telephone Number	

**RFB# OCA/CPA-296**  
**APPELLATE - SECOND DEPARTMENT**

BIDDER'S CHECKLIST  
OF  
REQUIRED DOCUMENTS

UCS REQUEST FOR BID FORM \_\_\_\_\_

UCS "ATTACHMENT I"

NON-COLLUSIVE BIDDING CERTIFICATE (PAGE 3 OF 10) \_\_\_\_\_

ACKNOWLEDGMENT (NOTARIAL) (PAGE 4 OF 10) \_\_\_\_\_

NOTE: PAGES 5, 6 & 7 OF 10 ARE NOT APPLICABLE.

COMPLETED BID RESPONSE FORM FOR ALL SITES WITH ALL LEASE  
AMOUNTS AND TOTAL BUILD OUT COSTS (IF ANY) \_\_\_\_\_  
WITH:

SEPARATE BREAKDOWN OF ALL MATERIALS, SUPPLIES  
EQUIPMENT, LABOR \_\_\_\_\_

FLOOR PLAN \_\_\_\_\_

COMPLETE, LEGIBLE COPY OF LEASE ADDENDUM , IF ANY \_\_\_\_\_

ONE (1) COMPLETE SET OF ORIGINAL BID DOCUMENTS  
BEARING INK SIGNATURE \_\_\_\_\_

FOUR (4) COMPLETE COPIES OF ALL BID DOCUMENTS \_\_\_\_\_

THREE (3) REFERENCES \_\_\_\_\_

CERTIFICATE OF LIABILITY INSURANCE COVERAGE \_\_\_\_\_

THIS "CHECKLIST" \_\_\_\_\_

\_\_\_\_\_  
NAME OF FIRM

\_\_\_\_\_  
NAME OF INDIVIDUAL

\_\_\_\_\_  
DATE

**BID RESPONSE FORM**

**IMPORTANT:** BIDDER MAY SUBMIT A RESPONSE FOR ONE, TWO OR ALL THREE LOCATIONS, BUT MUST COMPLETE A SEPARATE BID RESPONSE FORM (BRF) FOR EACH . THIS BRF IS FOR THE FOLLOWING LOCATION:

**AGC WESTCHESTER:** \_\_\_\_\_ **MHLS KINGS:** \_\_\_\_\_ **MHLS ORANGE:** \_\_\_\_\_  
(7,200 SF) (4,200 SF) (3,000 SF)

**NOTE:** ALL PRICING MUST BE ENTERED ON THIS FORM. ANY AMOUNTS BIDDER WISHES TO CLARIFY MUST BE PRESENTED ON A SEPARATE, SHEET OF BIDDER'S LETTERHEAD BEARING THE BID NUMBER OF THIS SOLICITATION, DATE AND SIGNATURE.

**A. INITIAL 3 YEAR (36 MONTH) TERM WITHOUT RENOVATIONS / BUILD OUT COSTS:**

RATE PER SQUARE FOOT PER MONTH \$ \_\_\_\_\_ X \_\_\_\_\_ SF X 36  
MONTHS = \$ \_\_\_\_\_

**PLUS**

4<sup>TH</sup> YEAR ANNUAL LEASE AMOUNT \$ \_\_\_\_\_  
5<sup>TH</sup> YEAR " " \$ \_\_\_\_\_  
6<sup>TH</sup> YEAR " " \$ \_\_\_\_\_  
7<sup>TH</sup> YEAR " " \$ \_\_\_\_\_  
8<sup>TH</sup> YEAR " " \$ \_\_\_\_\_  
9<sup>TH</sup> YEAR " " \$ \_\_\_\_\_  
10<sup>TH</sup> YEAR " " \$ \_\_\_\_\_

TOTAL: \$ \_\_\_\_\_

**TOTAL TEN (10) YEAR LEASE AMOUNT =** \$ \_\_\_\_\_

**B. INITIAL RENOVATIONS / BUILD OUT: \$ \_\_\_\_\_**

(IF ANY)

YOU MUST ATTACH A COMPLETE BREAKDOWN INCLUDING ALL MATERIALS, SUPPLIES, EQUIPMENT, LABOR.

**C. INITIAL 3 YEAR (36 MONTH) TERM INCLUDING PRORATED RENOVATIONS / BUILD OUT COSTS:**

RATE PER SQUARE FOOT PER MONTH \$ \_\_\_\_\_ X \_\_\_\_\_ SF X 36  
MONTHS = \$ \_\_\_\_\_

**PLUS**

4 <sup>TH</sup> YEAR ANNUAL LEASE AMOUNT	\$	_____
5 <sup>TH</sup> YEAR “	” \$	_____
6 <sup>TH</sup> YEAR “	” \$	_____
7 <sup>TH</sup> YEAR “	” \$	_____
8 <sup>TH</sup> YEAR “	” \$	_____
9 <sup>TH</sup> YEAR “	” \$	_____
10 <sup>TH</sup> YEAR “	” \$	_____
TOTAL:		\$ _____

**TOTAL TEN (10) YEAR LEASE AMOUNT WITH PRORATED BUILD OUT COSTS =** \$ \_\_\_\_\_

\_\_\_\_\_  
NAME OF FIRM

\_\_\_\_\_  
AUTHORIZED SIGNATURE

\_\_\_\_\_  
DATE

\_\_\_\_\_  
NAME IN PRINT

\_\_\_\_\_  
TITLE

**NYS UNIFIED COURT SYSTEM  
STANDARD REQUEST FOR BID CLAUSES & FORMS  
ATTACHMENT I**

**NOTE:** In addition to such other requirements as may be referenced or incorporated herein, the following clauses shall apply to this Request For Bid (RFB)/Request For Proposal (RFP):

**OGS SPECIFICATIONS:**

All provisions of the NYS Office of General Services General Specifications - Commodities & Non-Technology Services dated **December 1999**, and where applicable, Technology Products & Services (November 2000) and/or Negotiated Software Contracts (July 2001) (copies available upon request) will apply to this bid invitation, except that, **"Chief Administrative Judge, or designee" shall replace, "Commissioner of OGS" wherever it appears.** Should there be any conflict between the OGS Specifications and the procurement policies and procedures of the NYS Unified Court System (hereafter, UCS), the latter shall prevail.

The Unified Court System (hereafter, UCS) reserves the right to waive minor discrepancies and to reject any and all bids if considered in the best interest of the UCS to do so.

**AGREEMENT TO CONTRACT:**

Bids submitted in response to this solicitation shall constitute agreement to contract by the respective bidder(s).

**PREFERRED SOURCE NOTIFICATION:**

Organizations identified as Preferred Sources pursuant to **NYS Finance Law Sections 162.1 and 162.2a,2b, and 2c,2d,2e** submitting bids which are in compliance with this RFB/RFP and Specification may, at the discretion of the court/agency, be awarded the bid where the bid price is not in excess of ten percent (10%) of the lowest responsible bidder.

**GRIEVANCE / INQUIRY POLICY:**

Any firm or individual having a legitimate interest in this solicitation, or resulting contract award, and wishing to file a formal grievance or inquiry may request a copy of the **Unified Court System Policy & Procedure for the Resolution of Grievances & Inquiries** by contacting the judicial location noted in this RFB/RFP.

**ORDERS:**

Bidders are advised that any awarded contract shall not constitute an order to ship and further, places no obligation upon the UCS to place any orders with the contractor. However, the contractor shall accept all orders placed by the courts and related agencies during the term of the contract for all items for which an award is made. Such orders shall be considered binding upon the contractor when placed in the mail to the address indicated in the award pursuant to the terms thereof.

**APPENDIX A:**

**NYS/UCS Standard Clauses for all Contracts (07:03)** is attached and incorporated herein.

**NON-COLLUSIVE BIDDING CERTIFICATE:**

Attached **Non-Collusive Bidding Certificate** must be executed, signed and returned with other required bid documents.

**ACKNOWLEDGMENT:**

Attached, appropriate acknowledgment form must be executed, properly notarized and included with all bid documents.

## **PAYMENTS OF INTEREST:**

The payments of interest on certain amounts due and owed may be made in accordance with the criteria established by **Chapter 153 of the Laws of 1984 (Article 11A of the New York State Finance Law) and the Comptroller's Bulletin no. A-91.**

## **REFERENCES:**

Upon request, bidders must provide the names of at least \_\_\_\_\_ ( ) prior or current clients (including contact person and phone numbers) for whom specified product/service has been provided.

## **ADDITIONAL INFORMATION:**

The Unified Court System (UCS) may request any and all additional information of the bidder(s) deemed necessary for proper analysis and award determination including, but not limited to, documentation as to financial stability of the bidder.

## **BID VALIDATION PERIOD:**

All proposals submitted in response to this solicitation shall remain valid past the period provided for in the **OGS General Specifications** until such time as an award is made or the bidder withdraws his bid (in writing), whichever occurs first.

## **RECYCLED PRODUCTS:**

Products purchased by the courts and related agencies of the NYS Unified Court Systems shall be in compliance with **Sec. 40-a. of the NYS Judiciary Law (L.1994, c.468)**, and UCS policy thereto. Bidders offering recycled product(s) are wholly responsible for compliance and certification requirements set forth by the NYS Departments of Environmental Conservation and Economic Development. If bidding a recycled product, bidders must attach completed **Bidder's Certification of Recycled Products** and **Manufacturers Affidavit of Recycled Content** forms.

**NOTE:** If this RFB/RFP is for printing, the following clauses shall also apply:

## **UCS PRINTING POLICY:**

No contract will be awarded to any bidder who, in the opinion of the Unified Court System (UCS), does not have satisfactory facilities and equipment sufficient to produce the major portion of the work as defined in the specification and resulting contract and insure the proper performance and delivery thereof.

In this regard, the UCS may request all documentation it deems necessary to make proper determination and the bidder agrees to make such facilities and equipment available for inspection. Failure to provide requested documentation will cause the bidder to be rejected.

Accordingly, bidders must execute the attached **Bidder's Certification of Work** form.

## **RECYCLED PAPER:**

Any printing required by the judicial operations which is produced on recycled paper shall contain the official state recycling emblem established pursuant to **Subdivision Two, Section 27-0717 of the NYS Environmental Conservation Law** and all regulations promulgated pursuant thereto.

## **OVER-RUNS:**

A 05% over-run will be allowed per individual item order of up to 50,000 quantity and 03% per individual item order in excess of 50,000 quantity. However, such allowance shall not be construed as an approved, automatic add-on, but is intended only to cover unavoidable excesses in the production cycle.

**ATTACHMENT I**

STATE OF NEW YORK  
UNIFIED COURT SYSTEM

**NON-COLLUSIVE BIDDING CERTIFICATE**

By submission of this bid, each bidder and each person signing on behalf of any bidders, certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of his/her knowledge and belief:

(1) The prices of this bid have been arrived at independently, without collusion, consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor;

(2) Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to opening, directly or indirectly, to any other bidder or to any competitor; and

(3) No attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition.

NOTE: Chapter 675 of the Laws of New York for 1966 provides that every bid made to the state or any public department, agency or official thereof, where competitive bidding is required by statute, rule or regulation; for work or services performed or to be performed or goods sold or to be sold, shall contain the foregoing statement subscribed by the bidder and affirmed by such bidder as true under the penalties of perjury.

A bid shall not be considered for award nor shall any award be made where (1), (2) and (3) above have not been complied with; provided however, that if in any case the bidder cannot make the foregoing certification, the bidder shall so state and shall furnish with the bid a signed statement which sets forth in detail the reasons therefore. Where (1), (2) and (3) above have not been complied with, the bid shall not be considered for award nor shall any award be made unless the head of the purchasing unit of the state, public department or agency to which the bid is made, or his/her designee, determines that such disclosure was not made for the purpose of restricting competition.

The fact that a bidder has published price lists, rates, or tariffs covering items being procured, has informed prospective customers of proposed or pending publication of new or revised price lists for such items, or has sold the same items to other customers at the same prices being bid, does not constitute, without more, a disclosure within the meaning of the paragraphs (1), (2) and (3) above.

Any bid hereafter made to the state or any public department, agency or official thereof by a corporate bidder for work or services performed or to be performed or goods sold or to be sold, where competitive bidding is required by statute, rule or regulation, and where such bid contains the certification set forth above shall be deemed to have been authorized by the board of directors of the bidder, and such authorization shall be deemed to include the signing and submission of the bid and the inclusion therein of the certificate as to noncollusion as the act and deed of the corporation.

Name of Bidder: \_\_\_\_\_ Employer's Federal ID #: \_\_\_\_\_

Address: \_\_\_\_\_  
Street City County State Zip Code

Telephone #: \_\_\_\_\_

Signature of Bidder: \_\_\_\_\_ Printed or typed  
copy of signature: \_\_\_\_\_

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

**ATTACHMENT I**  
**ACKNOWLEDGMENT OF INDIVIDUAL**

**STATE OF \_\_\_\_\_ )**  
**COUNTY OF \_\_\_\_\_ ) SS:**

On this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_, before me personally came \_\_\_\_\_, to me known and known to me to be the person described in and who executed the foregoing instrument and he/she acknowledged to me that he/she executed same.

\_\_\_\_\_  
NOTARY PUBLIC

**ACKNOWLEDGMENT OF CORPORATION**

**STATE OF \_\_\_\_\_ )**  
**COUNTY OF \_\_\_\_\_ ) SS:**

On this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_, before me personally came \_\_\_\_\_, to me known, who being by me duly sworn, did depose and say that he/she resides in \_\_\_\_\_; that he/she is the \_\_\_\_\_, of the \_\_\_\_\_, the corporation described in and which executed the foregoing instrument; that he/she knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation and that he/she signed his/her name thereto by like order.

\_\_\_\_\_  
NOTARY PUBLIC

**ATTACHMENT I**  
**NEW YORK STATE**  
**UNIFIED COURT SYSTEM**

**BIDDER'S CERTIFICATION OF WORK**  
**(PRINTING)**

RFB # \_\_\_\_\_

BID OPENING: \_\_\_\_\_

ITEM: \_\_\_\_\_

**RECYCLED PAPER:**

Pursuant to **Sec. 40-a. of the Judiciary Law (L.1994, c.468)**, any printing required by judicial operations which is produced on recycled paper shall contain the official state recycling emblem established pursuant to **Subdivision Two, Section 27-0717 of the NYS Environmental Conservation Law** and all regulations promulgated pursuant thereto.

BIDDER HEREBY CERTIFIES THAT ALL WORK DEFINED BY THE ABOVE SPECIFICATION WILL BE PERFORMED ON BIDDER'S FACILITIES EXCEPT AS NOTED BELOW (BIDDER MUST PROVIDE THE FOLLOWING INFORMATION FOR ALL WORK WHICH WILL BE PERFORMED BY AN OUTSIDE CONCERN - I.E. SUBCONTRACTOR):

**NOTE: ALL SUBCONTRACTING IS SUBJECT TO THE APPROVAL OF THE UNIFIED COURT SYSTEM AND THE BIDDER REMAINS FULLY RESPONSIBLE AND LIABLE FOR ALL WORK PERFORMED BY SUCH SUBCONTRACTORS.**

WORK	SUBCONTRACTOR: NAME, ADDRESS, PHONE
A _____ _____	_____ _____
B _____ _____	_____ _____
C _____ _____	_____ _____

**NOTE: THE FOLLOWING SECTION MUST BE COMPLETED AND FORM RETURNED IN ALL INSTANCES:**

_____ NAME OF COMPANY	_____ AUTHORIZED SIGNATURE
_____ ADDRESS	_____ NAME IN PRINT
_____ ADDRESS	_____ TITLE
_____ DATE	

**ATTACHMENT I**  
**NEW YORK STATE**  
**UNIFIED COURT SYSTEM**

**BIDDER'S CERTIFICATION OF RECYCLED PRODUCT(S)**  
(TO BE COMPLETED BY BIDDER)

RFB # \_\_\_\_\_

BID OPENING: \_\_\_\_\_

ITEM: \_\_\_\_\_

Pursuant to **Sec. 40-a of the Judiciary Law (L. 1994, c.468)**, it is the policy of the UCS that products purchased by the courts shall be recycled products, which meet contract specifications, unless the product is only available without recycled content, and provided that the cost of the recycled product does not exceed a cost premium of ten percent (10%) above the cost of a comparable product that is not a recycled product or, if at least fifty percent (50%) of the secondary materials used in the manufacture of that product are generated from the waste stream of NYS, the cost of the recycled product does not exceed a cost premium of fifteen (15%) above the cost of a comparable product that is not a recycled product.

Bidders offering recycled product(s) are wholly responsible for compliance and certification requirements (**including Manufacturer's Affidavit of Recycled Content**) set forth by the NYS Departments of Environmental Conservation and Economic Development.

Failure to complete this certification and attach required manufacturer's affidavit will result in a waiver of bidder's recycled preference.

This certification/affidavit shall remain in effect unless revised or rescinded by the certifying manufacturer or made null & void by superseding NYS statute(s).

Bidder hereby certifies that the product(s) offered are in compliance with all applicable New York State recycled/recycling statutes and respectfully requests preferential consideration as cited above. In support of this request, attached is the executed **Manufacturer's Affidavit of Recycled Content**.

\_\_\_\_\_  
NAME OF COMPANY

\_\_\_\_\_  
AUTHORIZED SIGNATURE

\_\_\_\_\_  
DATE

\_\_\_\_\_  
NAME IN PRINT

\_\_\_\_\_  
TITLE

(UCS - Rev.07/01/03)

**ATTACHMENT I**

**NEW YORK STATE  
UNIFIED COURT SYSTEM**

**MANUFACTURER'S AFFIDAVIT OF RECYCLED CONTENT  
(TO BE COMPLETED BY MANUFACTURER)**

RFB # \_\_\_\_\_  
\_\_\_\_\_

BID OPENING: \_\_\_\_\_

I, \_\_\_\_\_ of \_\_\_\_\_ being duly sworn,  
depose and say that for the item(s) listed below, the recycled content which conforms to  
the New York State requirements are as specified.

PRODUCT	BRAND NAME	TOTAL RECYCLED CONTENT	POST CONSUMER CONTENT
1 _____	_____	_____ %	_____ %
2 _____	_____	_____ %	_____ %
3 _____	_____	_____ %	_____ %
4 _____	_____	_____ %	_____ %

**SECONDARY MATERIAL CHECK IF  
NYS WASTE STREAM APPROVED DED/DEC**

1 _____ %	_____
2 _____ %	_____
3 _____ %	_____
4 _____ %	_____

The above product(s) item(s) will be/are manufactured to contain not less than the percentages of recycled content as stated above, in accordance with New York State requirements (indicate in the respective column the percentage of secondary materials generated from the waste stream in NYS that will be utilized in the manufacture of the above products supplied to UCS/NYS).

It is agreed that representatives of the NYS UCS or their designee, shall have access to purchase/production records at any time during working hours for the purpose of verifying the actual percentage and use of recycled materials in the above product(s) furnished to UCS/NYS.

NAME OF MANUFACTURER: \_\_\_\_\_

ADDRESS: \_\_\_\_\_ PHONE: \_\_\_\_\_

AFFIDAVIT SUBMITTED ON BEHALF OF: \_\_\_\_\_ (BIDDER)

SIGNATURE-MFG. REP.: \_\_\_\_\_ TITLE: \_\_\_\_\_

NAME IN PRINT: \_\_\_\_\_ DATED: \_\_\_\_\_

SWORN TO BEFORE ME THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 19 \_\_\_\_\_

NOTARY PUBLIC: \_\_\_\_\_

**New York State Unified Court System  
Appendix A  
Standard Clauses for all Contracts**

The parties to the attached contract, license, lease, amendment or other agreement of any kind (hereinafter, "the contract" or "this contract") agree to be bound by the following clauses which are hereby made a part of the contract (the word "Contractor" herein refers to any party other than the State, whether a contractor, licensor, licensee, lessor, lessee, or any other party):

1. **EXECUTORY CLAUSE.** In accordance with Section 41 of the State Finance Law, the State shall have no liability under this contract to the Contractor or to anyone else beyond funds appropriated and available for this contract.
2. **NON-ASSIGNMENT CLAUSE.** In accordance with Section 138 of the State Finance Law, this contract may not be assigned by the Contractor or its right, title or interest therein assigned, transferred, conveyed, sublet or otherwise disposed of without the previous consent, in writing, of the State and any attempts to assign the contract without the State's written consent are null and void. The contractor may, however, assign its right to receive payment without the State's prior written consent unless this contract concerns Certificates of Participation pursuant to Article 5-A of the State Finance Law.
3. **COMPTROLLER'S APPROVAL.** In accordance with Section 112.2 (Chapter 95- Laws of 2000) of the State Finance Law, if this contract exceeds \$15,000.00, or if this is an amendment for any amount to a contract which, as so amended, exceeds said statutory amount, or if, by this contract, the State agrees to give something other than money, it shall not be valid, effective or binding upon the State until it has been approved by the State Comptroller and filed in his office.
4. **WORKER'S COMPENSATION BENEFITS.** In accordance with Section 142 of the State Finance Law, this contract shall be void and of no force and effect unless the Contractor shall provide and maintain coverage during the life of this contract for the benefit of such employees as are required to be covered by the provisions of the Workers' Compensation Law.
5. **NON-DISCRIMINATION REQUIREMENTS.** To the extent required by Article 15 of the Executive Law (also known as the Human Rights Law) and all other State and Federal statutory and constitutional non-discrimination provisions, the Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, sex, national origin, sexual orientation, age, disability, genetic predisposition or carrier status, or marital status. Furthermore, in accordance with Section 220-e of the Labor Law, if this is a contract for the construction, alteration, or repair of any public building or public work, or for the manufacture, sale, or distribution of materials, equipment, or supplies, and to the extent that this contract shall be performed within the State of New York, Contractor agrees that neither it nor its subcontractors, shall, by reason of race, creed, color, disability, sex, or national origin: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this contract. If this is a building service contract, as defined in Section 230 of the Labor Law, then, in accordance with Section 239 thereof, Contractor agrees that neither it nor its subcontractors shall, by reason of race, creed, color, national origin, age, sex, or disability: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this contract. Contractor is subject to fines of \$50.00 per person per day for any violation of Section 220-e or Section 239, as well as possible termination of this contract and forfeiture of all moneys due hereunder for a second or subsequent violation.
6. **WAGE AND HOURS PROVISIONS.** If this is a public work contract covered by Article 8 of the Labor Law or a building service contract covered by Article 9 thereof, neither Contractor's employees nor the employees of its subcontractors may be required or permitted to work more than the number of hours or days stated in said statutes, except as otherwise provided in the Labor Law and as set forth in prevailing wage and supplement schedules issued by the State Labor Department. Furthermore, Contractor and its subcontractors must pay the prevailing wage rate and pay or provide the prevailing supplements, including the premium rates for overtime pay, as determined by the State Labor Department in accordance with the Labor Law.
7. **NON-COLLUSIVE BIDDING REQUIREMENT.** In accordance with Section 139-d of the State Finance Law, if this contract was awarded based upon the submission of bids, Contractor warrants, under penalty of perjury, that its bid was arrived at independently and without collusion aimed at restricting competition. Contractor further warrants that, at the time Contractor submitted its bid, an authorized and responsible person executed and delivered to the State a non-collusive bidding certification on Contractor's behalf.

8. **INTERNATIONAL BOYCOTT PROHIBITION.** In accordance with Section 220-f of the Labor Law and Section 139- h of the State Finance Law, if this contract exceeds \$5,000.00, the Contractor agrees, as material condition of the contract, that neither the Contractor nor any substantially owned or affiliated person, firm, partnership or corporation has participated, is participating, or shall participate in an international boycott in violation of the federal Export Administration Act of 1979 (50 UCS APP. Sections 2401 et seq.) or regulations thereunder. If such Contractor, or any of the aforesaid affiliates of Contractor, is convicted or is otherwise found to have violated said laws or regulations upon the final determination of the United States Commerce Department or any other appropriate agency of the United States subsequent to the contract's execution, such contract, amendment or modification thereto shall be rendered forfeit and void. The Contractor shall so notify the State Comptroller within five (5) business days of such conviction, determination or disposition or appeal (2 NYCRR 105.4).
9. **SET OFF RIGHTS.** The State shall have all of its common law, equitable and statutory rights of set-off. These rights shall include, but not be limited to, the State's option to withhold for the purposes of set-off any moneys due to the Contractor under this contract up to any amounts due and owing to the State with regard to this contract, any other contract with any State department or agency, including any contract for a term commencing prior to the term of this contract, plus any amounts due and owing to the State for any reason including , without limitation, tax delinquencies, fee delinquencies, or monetary penalties relative thereto. The State shall exercise its set-off rights in accordance with normal State practices including, in cases of set-off pursuant to an audit, the finalization of such audit by the State agency, its representatives, or the State Comptroller.
10. **RECORDS.** The Contractor shall establish and maintain complete and accurate books, records, documents, accounts and other evidence directly pertinent to performance under this contract (hereinafter, collectively, "the Records"). The Records must be kept for the balance of the calendar year in which they were made and for six (6) additional years thereafter. The State Comptroller, the Attorney General and any other person or entity authorized to conduct an examination, as well as the agency or agencies involved in this contract, shall have access to the Records during normal business hours at an office of the Contractor within the State of New York or, if no such office is available, at a mutually agreeable and reasonable venue within the State, for the term specified above for the purposes of inspection, auditing and copying. The State shall take reasonable steps to protect from public disclosure any of the Records which are exempt from disclosure under Section 87 of the Public Officers Law (the "Statute") provided that: (i) the Contractor shall timely inform an appropriate State official, in writing, that said records should not be disclosed; and (ii) said records shall be sufficiently identified; and (iii) designation of said records as exempt under the Statute is reasonable. Nothing contained herein shall diminish, or in any way adversely affect, the State's right to discovery in any pending or future litigation.
11. **IDENTIFYING INFORMATION AND PRIVACY NOTIFICATION.**

**(a) FEDERAL EMPLOYER IDENTIFICATION NUMBER and/or FEDERAL SOCIAL SECURITY NUMBER.**

All invoices or New York State standard vouchers submitted for payment for the sale of goods or services or the lease of real or personal property to a New York State agency must include the payee's identification number, i.e., the seller's or lessor's identification number. The number is either the payee's Federal employer identification number or Federal social security number, or both such numbers when the payee has both such numbers. Failure to include this number or numbers may delay payment. Where the payee does not have such number or numbers, the payee, on his invoice or New York State standard voucher, must give the reason or reasons why the payee does not have such number or numbers.

**(b) PRIVACY NOTIFICATION.**

(1) The authority to request the above personal information from a seller of goods or services or a lessor of real or personal property, and the authority to maintain such information, is found in Section 5 of the State Tax Law. Disclosure of this information by the seller or lessor to the State is mandatory. The principal purpose for which the information is collected is to enable the State to identify individuals, businesses and others who have been delinquent in filing tax returns or may have understated their tax liabilities and to generally identify persons affected by the taxes administered by the Commissioner of Taxation and Finance. The information will be used for tax administration purposes and for any other purpose authorized by law.

(2) The personal information is requested by the purchasing unit of the agency contracting to purchase the goods or services or lease the real or personal property covered by this contract or lease. The information is maintained in New York State's Central Accounting System by the Director of State Accounts, Office of State Comptroller, AESOB, Albany, New York 12236.

12. **EQUAL EMPLOYMENT OPPORTUNITIES FOR MINORITIES AND WOMEN.** In accordance with Section 312 of the Executive Law, if this contract is: (i) a written agreement or purchase order instrument, providing for a total expenditure in excess of \$25,000.00, whereby a contracting agency is committed to expend or does expend funds in return for labor, services, supplies, equipment, materials or any combination of the foregoing, to be performed for, or rendered or furnished to the contracting agency; or (ii) a written agreement in excess of \$100,000.00 whereby a contracting agency is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon; or (iii) a written agreement in excess of \$100,000.00 whereby the owner of a State assisted housing project is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon for such projects, then:

(a) The Contractor will not discriminate against employees or applicants for employment because of race, creed, color, sex, national origin, age, disability or marital status, and will undertake or continue existing programs of affirmative action to ensure that minority group members and women are afforded equal employment opportunities without discrimination. Affirmative action shall mean recruitment, employment, job assignment, promotion, up-gradings, demotion, transfer, layoff, or termination and rates of pay or other forms of compensation;

(b) at the request of the contracting agency, the Contractor shall request each employment agency, labor union, or authorized representative of workers with which it has a collective bargaining or other agreement or understanding, to furnish a written statement that such employment agency, labor union or representative will not discriminate on the basis of race, creed, color, national origin, sex, age, disability or marital status and that such union or representative will affirmatively cooperate in the implementation of the Contractor's obligations herein: and

(c) the Contractor shall state, in all solicitations or advertisements for employees, that in the performance of the State contract, all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status.

Contractor will include the provisions of "a", "b", "c" above, in every subcontract over \$25,000.00 for the construction, demolition, replacement, major repair, renovation, planning or design of real property and improvements thereon (the "Work") except where the Work is for the beneficial use of the Contractor. Section 312 does not apply to: (i) work, goods or services unrelated to this contract; or (ii) employment outside New York State; or (iii) banking services, insurance policies or the sale of securities. The State shall consider compliance by a contractor or subcontractor with the requirements of any federal law concerning equal employment opportunity which effectuates the purposes of this section. The contracting agency shall determine whether the imposition of the requirements of the provisions hereof duplicate or conflict with any such federal law and if such duplication or conflict exists, the contracting agency shall waive the applicability of Section 312 to the extent of such duplication or conflict. Contractor will comply with all duly promulgated and lawful rules and regulations of the Governor's Office of Minority and Women's Business Development pertaining hereto.

13. **CONFLICTING TERMS.** In the event of a conflict between the terms of the contract (including any and all attachments thereto and amendments thereof) and the terms of this Appendix A, the terms of this Appendix A shall control.

14. **GOVERNING LAW.** This contract shall be governed by the laws of the State of New York except where the Federal supremacy clause requires otherwise.

15. **LATE PAYMENT.** Timeliness of payment and any interest to be paid to Contractor for late payment shall be governed by Article XI-A of the State Finance Law to the extent required by law.

16. **NO ARBITRATION.** Disputes involving this contract, including the breach or alleged breach thereof, may not be submitted to binding arbitration (except where statutorily authorized) but must, instead, be heard in a court of competent jurisdiction of the State of New York.

17. **SERVICE OF PROCESS.** In addition to the methods of service allowed by the State Civil Practice Law & Rules ("CPLR"), Contractor hereby consents to service of process upon it by registered or certified mail, return receipt requested. Service hereunder shall be complete upon Contractor's actual receipt of process or upon the State's receipt of the return thereof by the United States Postal Service as refused or undeliverable. Contractor must promptly notify the State, in writing, of each and every change of address to which service of process can be made. Service by the State to the last known address shall be sufficient. Contractor will have thirty (30) calendar days after service hereunder is complete in which to respond.

18. **PURCHASES OF APPAREL.** In accordance with State Finance Law Section 162 (4-a), the State shall not purchase any apparel from any vendor unable or unwilling to certify that:

(i) Such apparel was manufactured in compliance with all applicable labor and occupational safety laws, including, but not limited to, child labor laws, wage and hour laws and workplace safety laws; and

(ii) Vendor will supply, with its bid (or, if not a bid situation, prior to or at the time of signing a contract with the State), if known, the names and addresses of each subcontractor and a list of all manufacturing plants to be utilized for this contract by the bidder.

OCA/CPA-296  
APPELLATE - 2ND DEPARTMENT - OFFICE SPACE

BID DUE DATE: JUNE 10, 2004  
11:00 AM

ATTORNEY GRIEVANCE COMMITTEE - WHITE PLAINS, NY  
MENTAL HYGIENE LEGAL SERVICES - KINGS COUNTY, NY  
MENTAL HYGIENE LEGAL SERVICES - ORANGE COUNTY, NY

\* \* \* GENERAL SPECIFICATIONS \* \* \*

NOTE: IN ADDITION TO SUCH OTHER SPECIFICATIONS AS MAY BE PRESENTED HEREIN, THE "NEW YORK STATE UNIFIED COURT SYSTEM STANDARD REQUEST FOR BID CLAUSES & FORMS - ATTACHMENT I (REV. 01:01:02)" IS FULLY INCORPORATED HEREIN AND ATTACHED HERETO.

**PURPOSE AND SCOPE:**

THE NEW YORK STATE OFFICE OF COURT ADMINISTRATION - CONTRACTS & PROCUREMENT ADMINISTRATION UNIT (OCA/CPA) IS SOLICITING SEALED BIDS ON BEHALF OF THE NEW YORK STATE APPELLATE DIVISION - SECOND JUDICIAL DEPARTMENT (AD-2ND) FOR THE PURPOSE OF LEASING OFFICE SPACE FOR IT'S ATTORNEY GRIEVANCE COMMITTEE (AGC) OPERATIONS IN WESTCHESTER COUNTY (APPROXIMATELY 7,200 SF.) AND MENTAL HYGIENE LEGAL SERVICES IN KINGS COUNTY (BROOKLYN) (APPROXIMATELY 4,200 SF.) AND ORANGE COUNTY (APPROXIMATELY 3,000 SF.)

**TERM:**

THE TERM OF THE AWARDED LEASE SHALL BE FOR AN INITIAL PERIOD OF TEN (10) YEARS, COMMENCING ON OR ABOUT THE PERIODS NOTED BELOW FOR THE RESPECTIVE OFFICES. THE AD-2ND RESERVES THE RIGHT TO **RENEW** ANY AWARDED CONTRACT/LEASE FOR TWO (2) ADDITIONAL FIVE (5) YEAR PERIODS UPON WRITTEN NOTIFICATION TO CONTRACTOR/LANDLORD FORTY-FIVE (45) DAYS PRIOR TO THE RESPECTIVE EXPIRATION DATE. AD-2ND FURTHER RESERVES THE RIGHT TO ONCE **EXTEND** THE CONTRACT/LEASE FOR UP TO ONE HUNDRED - EIGHTY (180) DAYS UPON ORIGINAL EXPIRATION DATE, OR ANY RENEWAL(S) THEREOF, UPON THE SAME NOTIFICATION TERMS.

ANY SUCH RENEWAL OR EXTENSION MAY BE EXERCISED INDEPENDENTLY FOR EACH OFFICE.

ANY RENEWAL(S) OR EXTENSION OF THE CONTRACT SHALL BE AT A MONTHLY LEASE RATE(S) AS MUTUALLY AGREED TO BY THE PARTIES AND SUBJECT TO THE APPROVALS OF THE NEW YORK STATE OFFICES OF THE ATTORNEY GENERAL AND STATE COMPTROLLER.

**MHLS - KINGS COUNTY: COMMENCING ON/ABOUT SEPTEMBER 01, 2004**  
**MHLS - ORANGE COUNTY: COMMENCING ON/ABOUT SEPTEMBER 01, 2004**

**AGC - WESTCHESTER COUNTY: COMMENCING ON/ABOUT JANUARY 01, 2005**

**PRE-BID CONFERENCE:**

FOR PURPOSES OF AMPLIFYING THE SPECIFICATIONS SET FORTH HEREIN AND PROVIDING AN OPPORTUNITY FOR POTENTIAL BIDDERS TO PRESENT QUESTIONS, A PRE-BID CONFERENCE IS SCHEDULED FOR **11:00AM THURSDAY, MAY 27, 2004 IN THE OFFICES OF THE APPELLATE DIVISION - SECOND JUDICIAL DEPARTMENT, 45 MONROE PLACE, BROOKLYN, NY 11201.** WHILE ATTENDANCE IS NOT MANDATORY, BIDDERS ARE STRONGLY ENCOURAGED TO ATTEND. BIDDERS MUST HOWEVER NOTIFY GLENN R. HARRISON VIA FAX (518)869-4735 OR ONLINE AT [GHARRISO@COURTS.STATE.NY.US](mailto:GHARRISO@COURTS.STATE.NY.US) OF THEIR INTENT TO ATTEND. THE CONFERENCE WILL BE CONDUCTED ON AN INFORMAL BASIS AND ALL QUESTIONS RAISED WILL BE ADDRESSED AT THAT TIME. A "Q&A" WILL SUBSEQUENTLY BE PROVIDED TO ALL POTENTIAL BIDDERS.

**BID / PROPOSAL DUE DATE:**

ALL BIDS AND PROPOSALS MUST BE PACKAGED AND FULLY SEALED IN CONFORMANCE WITH DIRECTIONS ON OUR WEBSITE ([WWW.COURTS.STATE.NY.US/ADMIN/BIDS](http://WWW.COURTS.STATE.NY.US/ADMIN/BIDS)) AND RECEIVED **ON OR BEFORE 11:00AM THURSDAY, JUNE 10, 2004** AT THE NEW YORK STATE OFFICE OF COURT ADMINISTRATION, CONTRACTS & PROCUREMENT ADMINISTRATION, 42 KARNER ROAD, ALBANY, NY 12205.

**CONTRACT / LEASE CONTENT:**

IT IS INTENDED THAT THE TERMS, CONDITIONS AND PROVISIONS STATED IN THIS REQUEST FOR BID (RFB) & SPECIFICATION, BIDDER'S RESPONSE, FINALIZED, BUILD-OUT / FLOOR PLAN AND RELATED CORRESPONDENCE SHALL CONSTITUTE THE CONTRACT / LEASE DOCUMENT. THEREFORE, BIDDERS ARE ADVISED TO INCLUDE WITH THEIR RESPONSE ANY ADDENDUM CLEARLY STATING SUCH ADDITIONAL TERMS THEY WISH TO BE CONSIDERED FOR INCORPORATION INTO THE CONTRACT / LEASE. SUCH ADDENDUM SHALL BE SUBJECT TO SUCH REVISIONS AS THE AD-2ND AND BIDDER DETERMINE MUTUALLY ACCEPTABLE.

**AMENDMENTS, MODIFICATIONS:**

AWARDED CONTRACT MAY BE AMENDED OR MODIFIED FROM TIME TO TIME AS MAY BE DEEMED APPROPRIATE OR NECESSARY BY THE PARTIES AND SHALL BE SUBJECT TO THE APPROVALS OF THE NYS ATTORNEY GENERAL AND STATE COMPTROLLER.

**TERMINATION:**

ANY AWARDED CONTRACT/LEASE MAY BE TERMINATED BY THE AD-2ND WITH OR WITHOUT CAUSE UPON ONE HUNDRED-TWENTY (120) DAYS WRITTEN NOTICE TO LANDLORD. LANDLORD MAY TERMINATE ANY AWARDED CONTRACT/LEASE WITH CAUSE UPON ONE HUNDRED-TWENTY (120) DAYS WRITTEN NOTICE TO AD-2ND.

**METHOD OF AWARD:**

ANY AWARD SHALL BE TO THE LOWEST COST, RESPONSIBLE BIDDER. "LOWEST COST" SHALL BE DEFINED AS THE LEAST COSTLY, ANNUAL PRICING FOR THE INITIAL TEN (10) YEAR TERM OF THE LEASE, INCLUDING RENOVATIONS / BUILD OUT COSTS. SINCE THE REQUIRED SQUARE FOOTAGE ALLOWS FOR "PLUS OR MINUS", BIDDER'S COSTS WILL BE ADJUSTED TO THE RESPECTIVE OFFICE'S REQUIRED SQUARE FEET USING THE BID RATE PER SQUARE FOOT SHOULD SPACE OFFERED BE ACCEPTABLY "PLUS OR MINUS". "RESPONSIBLE" SHALL BE DEFINED AS, BUT NOT LIMITED TO, COMPLIANCE WITH THESE SPECIFICATIONS, OR ANY AMENDMENTS THERETO, SUITABILITY OF PREMISES OFFERED, FINANCIAL STABILITY, POSITIVE REFERENCES, PRIOR PERFORMANCE HISTORY.

**PRICE:**

ALL PRICING IS TO BE NET AND SUBMITTED ON THE ATTACHED BID RESPONSE FORM AS COST PER SQUARE FOOT TIMES (X) ESTIMATED SQUARE FOOTAGE PER YEAR = TOTAL INITIAL TEN (10) YEAR TERM COSTS, EXCLUSIVE OF RENOVATIONS / BUILD OUT COSTS **AND ALSO INCLUSIVE** OF SUCH COSTS (THE LATTER AMOUNT BEING THE BASIS OF "LOWEST COSTS" DETERMINATION) AND INCLUDE ALL SERVICES DESCRIBED HEREIN.

**PRICING SHALL REMAIN FIRM FOR THE FIRST THREE YEARS (THIRTY SIX (36) MONTHS) OF THE CONTRACT, EXCEPT FOR NECESSARY INCREASES ATTRIBUTABLE TO THE RESPECTIVE OFFICE'S PROPORTIONATE SHARE OF APPLICABLE LOCAL TAXES AND/OR UTILITIES AS MAY BE INCORPORATED INTO THE LEASE AMOUNT.**

LEASE AMOUNTS FOR THE FOURTH (4<sup>TH</sup>) THROUGH TENTH (10<sup>TH</sup>) YEARS OF THE INITIAL TEN (10) YEAR TERM SHALL BE PRESENTED ON THE BID RESPONSE FORM. REASONABLE INCREASES FOR MONTHLY LEASE AMOUNT(S) FOR ANY SUBSEQUENT **RENEWAL** PERIODS WILL BE ALLOWED PROVIDED PROPER NOTIFICATION IS GIVEN TO AD-2ND NINETY (90) DAYS PRIOR TO THE IMPENDING EXPIRATION DATE. HOWEVER, NO SUCH INCREASE WILL BE ALLOWED FOR ANY **EXTENSION** PERIOD WHICH MAY BE INVOKED BY AD-2ND FOR ANY DEMISED PREMISES; THE PRIOR YEAR'S RENTAL AMOUNT SHALL PREVAIL FOR SUCH PERIOD OF EXTENSION.

**INQUIRIES & CLARIFICATIONS:**

ANY QUESTIONS REGARDING THESE SPECIFICATIONS OR SOLICITATION PROCESS MUST BE DIRECTED IN WRITING BY LETTER, FAX OR ON-LINE SOLELY TO THE ATTENTION OF:

GLENN R. HARRISON  
UCS CONTRACTS & PROCUREMENT ADMINISTRATOR

FAX: (518) 869-4735

[GHARRISO@COURTS.STATE.NY.US](mailto:GHARRISO@COURTS.STATE.NY.US)

FAILURE TO ADHERE TO THIS REQUIREMENT MAY JEOPARDIZE BIDDER'S STANDING, INCLUDING REJECTION OF BID.

**REFERENCES:**

BIDDERS MUST INCLUDE WITH THEIR RESPONSE, THE NAMES OF AT LEAST THREE (3) CLIENTS (INCLUDING CONTACT PERSONS AND PHONE NUMBERS) FOR WHOM COMPARABLE SERVICES HAVE BEEN PROVIDED WITHIN THE PAST TWELVE (12) MONTHS.

**ESTIMATED QUANTITIES; SQUARE FOOTAGE:**

IT IS UNDERSTOOD THAT ANY AND ALL REFERENCES TO ANY SPACE(S) AND/OR SQUARE FOOTAGE PRESENTED HEREIN IS AN APPROXIMATION (+ / -) AND THE AWARDED CONTRACT/LEASE, AND SUBSEQUENT PAYMENTS, SHALL BE BASED UPON THE ACTUAL SQUARE FOOTAGE/AMOUNTS.

**PAYMENTS:**

MONTHLY RENTAL AMOUNT SHALL BE PAID IN ADVANCE ON THE FIRST DAY OF EACH MONTH THE CONTRACT / LEASE REMAINS IN EFFECT.

**LIABILITY INSURANCE; DAMAGES, THEFT, LOSS:**

AWARDED CONTRACTOR/LANDLORD SHALL BE RESPONSIBLE FOR ANY DAMAGES, LOSS OR THEFT CAUSED TO THE PROPERTY, EQUIPMENT OR FURNISHINGS OF THE AD-2ND BY LANDLORD'S REPRESENTATIVES, AGENTS, EMPLOYEES, CONTRACTORS OR ANY OTHER AGENT REPRESENTING OR ACTING ON BEHALF OF LANDLORD. SHOULD SUCH DAMAGES, LOSS OR THEFT OCCUR, REPAIR OR REPLACEMENT SHALL BE PERFORMED TO THE SATISFACTION OF THE AD-2ND AND WHOLLY AT THE EXPENSE OF THE LANDLORD. ACCORDINGLY, THE CONTRACTOR/LANDLORD SHALL MAINTAIN ADEQUATE GENERAL LIABILITY & COMPREHENSIVE INSURANCE COVERAGE ON THE PROPERTY AT ALL TIMES IN THE MINIMUM AMOUNTS OF **\$1,000,000** FOR BODILY INJURY OR PROPERTY DAMAGE PER OCCURRENCE & **\$2,000,000** IN THE AGGREGATE. **BIDDER MUST PROVIDE PROOF OF SUCH COVERAGE WITH THEIR RESPONSE; A CERTIFICATE OF COVERAGE ISSUED BY BIDDER'S UNDERWRITER IS SUFFICIENT.**

**COPIES OF BID DOCUMENTS:**

BIDDER MUST SUBMIT AN ORIGINAL AND **FOUR (4) COPIES** OF ALL REQUIRED DOCUMENTS (INCLUDING FLOOR PLAN) WITH THEIR RESPONSE. FAILURE TO INCLUDE THE REQUIRED COPIES MAY RESULT IN REJECTION OF BIDDER'S RESPONSE.

**FAILURE TO PROVIDE DATA:**

FAILURE TO PROVIDE ANY DATA IN A TIMELY MANNER TO OCA/CPA OR AGC DEEMED REASONABLE AND NECESSARY FOR PROPER EVALUATION OF BIDDER'S RESPONSE MAY RESULT IN REJECTION OF BIDDER'S OFFERING.

**\*\*\* DETAILED SPECIFICATIONS \*\*\***

EACH OF THE TWO OPERATIONS REQUIRING NEW OFFICE SPACE, THE AGC (WESTCHESTER COUNTY) AND MHLS (KINGS AND ORANGE COUNTY) ARE SEEKING SUITABLE AND ADEQUATE OFFICE SPACE FOR THEIR RESPECTIVE NEEDS WHICH ARE PRESENTED IN DETAIL AS FOLLOWS:

**THE FOLLOWING CRITERIA DEFINES THE SPECIFIC REQUIREMENTS AND NEEDS OF THE AGC - WESTCHESTER COUNTY OFFICES:**

**AREA REQUIRED - 7,200 SF. (+/-):**

APPROXIMATELY SEVEN THOUSAND - TWO HUNDRED (7200 +/-) SQUARE FEET OF OFFICE SPACE. THE SPACE SHOULD BE SUFFICIENT TO ACCOMMODATE THE FOLLOWING (ALL SQUARE FOOTAGE IS APPROXIMATE). ALL OFFICES AND HEARING ROOMS **MUST** BE SOUND-PROOFED TO INSURE CONFIDENTIALITY. THE RECEPTION AREA MUST HAVE BULLET PROOF GLASS AND WALLS.

- 1 - PRIVATE OFFICE / 300 SF.
- 12 - PRIVATE OFFICES / 200 SF. EACH (2400 SF.)
- 8 - SECRETARIAL SUPPORT STATIONS / 90 SF. EACH (720 SF.)
- 1 - RECEPTION AREA / 100 SF.
- 1 - WAITING ROOM / 175 SF.
- 2 - HEARING ROOMS - / 300 SF. EACH (600SF.)
- 1 - WITNESS ROOM / 150 SF.
- 1 - COMMUNICATIONS / EQUIPMENT ROOM / 150 SF.
- 1 - MEETING ROOM / 250 SF.
- 1 - LARGE CONFERENCE ROOM / 750 SF.
- 1 - ON-SITE FILE / STORAGE ROOM / 1000 SF.
- 1 - COPIER / SUPPLY ROOM / 250SF.
- 1- SELF-SERVICE STAFF CONVENIENCE AREA - A SEPARATED AREA (APPROX. 300 SQ. FT.) CONTAINING SMALL SINK (HOT & COLD WATER), UPPER & LOWER CABINETS AND COUNTERTOP AND WIRED OUTLETS TO FACILITATE STAFF PLACEMENT AND ACCESS TO A SMALL REFRIGERATOR, MICROWAVE, COFFEE BREWER AND TOASTER OVEN . THIS AREA SHOULD BE OF SUFFICIENT SIZE TO ACCOMMODATE EIGHT (8) PERSONS.

**NOTE:** THE HEARING ROOMS AND WITNESS ROOMS SHOULD BE AN ENCLOSED AREA IMMEDIATELY OFF THE RECEPTION AREA WITH SECURITY DOORS TO ACCESS THE MAIN OFFICE AREA.

WAITING ROOM MUST BE SEPARATED FROM RECEPTION AREA AND ACCESS TO ANY OTHER AGC OFFICES / DOORS BY SECURITY SYSTEM AS DESCRIBED HEREIN.

STAFF LAVATORIES SHOULD BE AVAILABLE ON THE SAME FLOOR AND GENERAL AREA.

THERE MUST ALSO BE A FULL SERVICE CAFETERIA IN THE BUILDING.

**GEOGRAPHIC LOCATION:**

DUE TO THE NATURE OF THE AGC'S OPERATIONS AS A PUBLIC SERVICE, ACCESS TO THE AGC MUST BE IN CLOSE PROXIMITY TO MASS TRANSPORTATION. ACCORDINGLY, LEASE SPACE MUST BE WITHIN THE FOLLOWING GEOGRAPHIC BOUNDARIES OF WHITE PLAINS / ELMSFORD, NY.

NO MORE THAN ONE-QUARTER (1/4) MILE (NORTH OR SOUTH) OF ROUTE 119 (TARRYTOWN ROAD), WESTCHESTER COUNTY BETWEEN ROUTE 9 AND KNOLLWOOD ROAD. THE WESTERN BOUNDARY TO BE ROUTE 9 AND THE EASTERN BOUNDARY TO BE KNOLLWOOD ROAD.

LOCATION MUST BE IN CLOSE PROXIMITY TO ALL HIGHWAYS / PARKWAYS AND THERE MUST BE ONSITE PUBLIC PARKING FACILITIES FOR ACCESS BY STAFF, BOARD MEMBERS AND VISITORS. THERE MUST ALSO BE FOUR (4) COVERED, DEDICATED PARKING SPACES FOR AGC STAFF.

**THE FOLLOWING CRITERIA DEFINES THE SPECIFIC REQUIREMENTS AND NEEDS OF THE MHLs - KINGS COUNTY OFFICES:**

THE SPACE SHOULD BE DESIGNED AS A "SUITE", ACCOMMODATING TWO (2) INDEPENDENTLY FUNCTIONING OFFICES SHARING SECRETARIAL STAFF AND "COMMON AREAS" OF THE DEMISED PREMISES.

**AREA REQUIRED 4,200 SF. (+/-):**

- 2 - SUPERVISING ATTORNEY PRIVATE OFFICES (SOUND-PROOFED) / 200 SF. EACH (400 SF.)
- 10 - STAFF ATTORNEY OFFICES / 150 SF. EACH (1500 SF.)
- 4 - GUEST ATTORNEY/INTERN OFFICES / 150 SF. EACH (600SF.)
- 1 - COMMON RECEPTION / SECRETARIAL AREA / 400 SF. ACCESS TO OTHER MHLs AREAS RESTRICTED BY SECURITY SYSTEM DESCRIBED HEREIN
- 1 - COPIER / PRINTING CENTER / 120 SF.
- 1 - SUPPLY ROOM / 120 SF.
- 1 - LIBRARY / CONFERENCE ROOM / 500 SF.
- 2 - COMMON FILE ROOMS / 100 SF. EACH (200 SF).
- 1 - SERVER & TELEPHONE EQUIPT. CLOSET / 60 SF.
- 1 - AUTOMATION DEPT. CLOSET / 60 SF.
- 1 - SELF-SERVICE STAFF CONVENIENCE AREA / 120 SF. (CONTAINING SMALL SINK (HOT & COLD WATER), UPPER & LOWER CABINETS, COUNTER TOP, WIRED OUTLETS TO FACILITATE STAFF PLACEMENT AND ACCESS TO A SMALL REFRIGERATOR, MICROWAVE, COFFEE BREWER. THIS AREA SHOULD BE DIRECTLY ACCESSIBLE FROM THE LARGE CONFERENCE ROOM AND SEPARATELY VIA ONE OTHER

ACCESS BY STAFF IN A MANNER NOT TO DISRUPT THE LARGE CONFERENCE ROOM).

- NOTE:**
- 2 - STAFF LAVATORIES (M&F) / 60 SF. EACH (120 SF.)(OR AS REQUIRED BY CODE).
  - 1 - OR MORE COAT CLOSETS SUFFICIENT FOR TWENTY (20) PEOPLE.

PUBLIC PARKING MUST BE AVAILABLE WITHIN FOUR (4) BLOCKS FROM PROPOSED PREMISES.

REASONABLE ACCESS TO FOOD SERVICES - WITHIN WALKING DISTANCE OF FOUR - SIX BLOCKS.

**GEOGRAPHIC LOCATION:**

DUE TO MHLS' OPERATIONS AS A PUBLIC SERVICE TO INDIVIDUALS CONFINED IN PSYCHIATRIC FACILITIES, SPACE MUST BE IN REASONABLE PROXIMITY TO CURRENT MHLS - KINGS COUNTY OFFICE SPACE. ACCORDINGLY, OFFICE SPACE MUST BE WITHIN ONE OF THE FOLLOWING AREAS:

1. ON CLARKSON AVE. BETWEEN NOSTRAND AND UTICA AVENUES.
2. WITHIN FOUR (4) BLOCKS OF GRAND ARMY PLAZA SUBWAY STATION.
3. AREA BETWEEN KINGS COUNTY COURTHOUSE, 360 ADAMS STREET AND THE WINTHROP STREET SUBWAY STATION ANYWHERE ALONG THE LINE THAT TERMINATES AT FLATBUSH AVENUE THAT IS WITHIN FOUR (4) - SIX (6) BLOCKS OF A SUBWAY STATION.

REASONABLE PROXIMITY TO PUBLIC PARKING.

**THE FOLLOWING CRITERIA DEFINES THE SPECIFIC REQUIREMENTS AND NEEDS OF THE MHLS - ORANGE COUNTY OFFICES:**

THE SPACE SHOULD BE DESIGNED AS A "SUITE", ACCOMMODATING TWO (2) INDEPENDENTLY FUNCTIONING OFFICES SHARING SECRETARIAL STAFF AND "COMMON AREAS" OF THE DEMISED PREMISES.

**AREA REQUIRED - 3,000 SF. (+/-):**

- 2 - SUPERVISING ATTORNEY PRIVATE OFFICES (SOUNDPROOFED) / 200 SF. EACH (400 SF.)
- 7 - STAFF ATTORNEY PRIVATE OFFICES / 150 SF. EACH (1050 SF.)
- 1 - COMMON RECEPTION/SECRETARIAL AREA / 400 SF. (ACCESS TO OTHER MHLS OFFICES/DOORS TO BE RESTRICTED BY SECURITY SYSTEM AS DESCRIBED HEREIN.
- 1 - COMMON COPY/PRINTER CENTER / 120 SF.
- 1 - COMMON SUPPLY ROOM / 120 SF.
- 1 - COMMON LIBRARY/CONFERENCE ROOM / 300 SF.

- 2 - COMMON FILE ROOMS / 100SF EACH (200 SF.)
- 1 - SERVER & TELEPHONE EQUIPMENT CLOSET / 60 SF.
- 1 - AUTOMATION/SUPPLY CLOSET / 60 SF.
- 1 - SELF-SERVICE STAFF CONVENIENCE AREA / 120 SF.  
(CONTAINING SMALL SINK (HOT & COLD WATER), UPPER & LOWER CABINETS, COUNTER TOP, WIRED OUTLETS TO FACILITATE STAFF PLACEMENT AND ACCESS TO A SMALL REFRIGERATOR, MICROWAVE, COFFEE BREWER. THIS AREA SHOULD BE DIRECTLY ACCESSIBLE FROM THE LARGE CONFERENCE ROOM AND SEPARATELY VIA ONE OTHER ACCESS BY STAFF IN A MANNER NOT TO DISRUPT THE LARGE CONFERENCE ROOM).
- 2 - STAFF LAVATORIES (M&F) / 60 SF. EACH (120 SF.)(OR AS REQUIRED BY CODE).
- 1 - OR MORE COAT CLOSETS SUFFICIENT FOR THIRTEEN (13) PEOPLE.

**GEOGRAPHIC LOCATION:**

DUE TO THE NATURE OF THE MHLS'S OPERATIONS AS A PUBLIC SERVICE TO INDIVIDUALS CONFINED IN PSYCHIATRIC FACILITIES, PREMISES MUST BE IN CLOSE PROXIMITY TO THE FACILITIES SERVED. ACCORDINGLY, LEASE SPACE MUST BE:

IN ORANGE COUNTY, NY WITHIN ONE (1) MILE OF NYS **ROUTE 17, EXITS 122, 123, 124 OR 125.**

**THE FOLLOWING IS APPLICABLE TO ALL LOCATIONS**

**AMERICANS WITH DISABILITIES ACT:**

ALL SPACE PROPOSED MUST BE ACCESSIBLE BY HANDICAPPED PERSONS AND IN FULL COMPLIANCE WITH THE AMERICANS WITH DISABILITIES ACT (ADA), OR FULLY COMPLIANT ON OR BEFORE DATE OF AGC OR MHLS OCCUPANCY.

**ELECTRIC SERVICE:**

THE BIDDER AGREES TO FURNISH, THROUGHOUT THE TERM OF RENTAL OR ANY RENEWAL OR EXTENSION THEREOF, ELECTRIC EQUIPMENT AND FIXTURES AND ELECTRIC SERVICE OF SUFFICIENT AMOUNT AND QUALITY FOR PROPERLY LIGHTING SAID PREMISES AND FOR THE OPERATION OF TENANT'S ELECTRICAL OFFICE EQUIPMENT AND APPURTENANCES.

**HEATING AND AIR CONDITIONING:**

THE BIDDER SHALL MAINTAIN AND OPERATE AN ADEQUATE AND SUITABLE YEAR ROUND ENVIRONMENTAL CONTROL SYSTEM AND APPURTENANCES WHICH SHALL BE CAPABLE OF PROVIDING THE FOLLOWING:

- A) YEAR ROUND DAILY VENTILATION, INTRODUCING FRESH AIR, TEMPERED AS REQUIRED.
- B) THE AIR CONDITIONING OR COOLING PORTION OF SAID SYSTEM SHALL BE CAPABLE OF MAINTAINING, WHEN REQUIRED, INSIDE CONDITIONS OF 78 DEGREES FAHRENHEIT (OR AS PRESCRIBED BY PART 34 - RULES OF THE CHIEF JUDGE) DRY BULB AND 50 PERCENT RELATIVE HUMIDITY.
- C) THE HEATING PORTION OF THE SAID SYSTEM SHALL BE CAPABLE OF MAINTAINING HEAT, WHEN NECESSARY FOR THE PROPER COMFORT OF THE OCCUPANTS, WHICH SHALL BE NOT LESS THAN 68 DEGREES FAHRENHEIT NOR MORE THAN 72 DEGREES FAHRENHEIT (OR AS PRESCRIBED BY PART 34 - RULES OF THE CHIEF JUDGE), THROUGHOUT THE WORK AREA. THERE SHOULD BE ZONES ESTABLISHED WITH INDIVIDUAL THERMOSTATS FOR STAFF TO CONTROL THE ENVIRONMENT.
- D) SEPARATE AIR CONDITIONING COOLING UNIT FOR COMPUTER / SERVER ROOM WITH INDIVIDUAL CONTROLS FOR TEMPERATURE AND HUMIDITY. AC UNIT AND OTHER AMBIENT CONTROL UNITS TO RUN 24 HOURS/DAY, SEVEN DAYS/WEEK.

**WINDOW TREATMENTS :**

ALL WINDOWS SHOULD BE EQUIPPED WITH BLINDS OR OTHER NON-TRANSPARENT WINDOW TREATMENTS.

**TELECOMMUNICATIONS:**

BIDDER TO PROVIDE ALL VOICE AND DATA CABLING IN ACCORDANCE WITH ATTACHED NEW YORK STATE UNIFIED COURT SYSTEM COMMUNICATIONS CABLING STANDARDS (EFF. 09:23:03). LAYOUT AND DESIGN MUST BE COORDINATED WITH APPROPRIATE COURT TECHNOLOGY STAFF.

**UTILITIES:**

COSTS OF ELECTRICAL, HEATING, WATER, GAS, POWER AND AIR CONDITIONING SHALL BE INCLUDED WITHIN THE RENTAL.

**ELEVATOR SERVICE AND BUILDING ACCESS:**

THE BIDDER SHALL, AT ITS OWN EXPENSE, FURNISH ADEQUATE AUTOMATIC ELEVATOR SERVICE AND ACCESS TO THE BUILDING DAILY AND ON SATURDAYS, SUNDAYS AND STATE AND FEDERAL LEGAL HOLIDAYS.

**WATER:**

THE BIDDER SHALL FURNISH, AT HIS/HER OWN EXPENSE, HOT AND COLD POTABLE WATER FROM THE LOCAL SUPPLY SUFFICIENT FOR DRINKING, WASHROOM AND CLEANING PURPOSES.

**JANITORIAL SERVICE:**

THE BIDDER SHALL PROVIDE JANITORIAL SERVICE FOR THE PREMISES TO KEEP SAME IN A NEAT, CLEAN AND SANITARY CONDITION AND NO PERSON(S) OTHER THAN THOSE AUTHORIZED BY THE BIDDER TO PERFORM SUCH SERVICE SHALL ENTER THESE PREMISES (SEE "NOTE" BELOW). SERVICES SHALL BE PERFORMED DURING NORMAL BUSINESS HOURS; **MONDAY - FRIDAY, 9:00AM - 4:00PM** IT IS UNDERSTOOD AND AGREED THAT THE JANITORIAL SERVICES TO BE FURNISHED UNDER THIS LEASE SHALL BE PURSUANT TO APPLICABLE SECTIONS OF THE RULES OF THE CHIEF JUDGE, PART 34. GUIDELINES FOR NEW YORK STATE COURT FACILITIES (COPY AVAILABLE UPON REQUEST). FOLLOWING ARE THE MINIMUM REQUIREMENTS, **HOWEVER PART 34 SHALL PREVAIL:**

DRINKING FOUNTAINS: CLEAN, SANITARY AND OPERATING.

FLOORS - RESILIENT TILE: CLEAN WITH GOOD LUSTER. SCUFFING AND BLACK MARKING TO BE MINIMAL WITHOUT NOTICEABLE WEAR AREAS.

FLOORS - HARD: SAME AS ABOVE EXCEPT CONCRETE FLOORS DO NOT REQUIRE GOOD LUSTER.

FLOORS - CARPETED: CARPETED AREAS ARE TO BE CLEAN, FREE OF SURFACE DIRT AND DUST. SHAMPOOING OF CARPETING WILL BE ACCOMPLISHED ANNUALLY, IF REQUESTED BY THE TENANT  
FURNITURE: ALL SURFACES MUST BE CLEAN AND DUST FREE, INCLUDING DESK ACCESSORIES AND EQUIPMENT.

REST ROOMS: ALL REST ROOMS ARE TO BE CLEAN AND SANITIZED, FIXTURES FREE OF SALTS AND MINERAL DEPOSITS, AND ALL DISPENSERS ARE TO BE PROVIDED WITH SUFFICIENT TOWELS, TISSUE AND HAND SOAP TO LAST A FULL WORKING DAY.

LIGHT FIXTURES: TO BE CLEAN AND IN WORKING ORDER.

VENETIAN BLINDS: ARE TO BE CLEAN AND IN WORKING ORDER.

WALLS, CEILINGS, ENTRANCES, METAL TRIM, DOORS, ETC.: FREE OF DUST. WALLS, METAL TRIM, AND DOORS FREE OF SPOTS, AND METAL TO BE POLISHED. ENTRANCE MATS TO BE CLEAN AND PRESENTABLE. ENTRANCE GLASS TO BE CLEAN.

WINDOWS: TO BE CLEANED ON THE FOLLOWING SCHEDULE: INSIDE TWO (2) TIMES PER YEAR AND OUTSIDE ONE (1) TIME PER YEAR AT REASONABLE INTERVALS. INTERIOR PARTITION GLASS TO BE CLEAN AT ALL TIMES. WINDOW SILLS, RADIATOR COVERS, WINDOW AIR CONDITIONERS AND WINDOW TRIM WILL BE CLEAN AND DRY.

WOODWORK: CLEAN AND LUSTROUS UNLESS FINISH IS FLAT.

**RUBBISH:** ALL WASTE PAPER BASKETS, CIGARETTE URNS, TRASH CANS ARE TO BE EMPTIED AND ALL TRASH REMOVED FROM THE PREMISES, DAILY. WASTE PAPER BASKETS ARE TO BE CLEAN, ODOR FREE, AND LINED EACH DAY.

**EXTERMINATING SERVICE:** AS REQUIRED.

**SIDEWALKS, ENTRANCES AND PARKING AREAS:** TO BE KEPT FREE AND CLEAN OF REFUSE, SNOW, ICE AND DEBRIS.

**NOTE:** SHOULD BIDDER/LANDLORD FAIL TO PROVIDE A RELIABLE JANITORIAL SERVICE TO SATISFACTORILY DELIVER SUCH SERVICES, AGC OR MHLS RESERVES THE RIGHT TO ENGAGE A PROVIDER OF THEIR CHOOSING, THE COSTS OF WHICH SHALL BE DEDUCTED DIRECTLY FROM THE MONTHLY RENTAL. EXCEPT THAT LANDLORD SHALL FIRST BE GIVEN THIRTY (30) DAYS TO REMEDY THE SITUATION.

ALSO, AGC OR MHLS SHALL HAVE THE RIGHT TO REFUSE ENTRY (FOR JANITORIAL SERVICES) TO ANY PERSONNEL FOR REASONS OF SECURITY OR CONFIDENTIALITY AND TO RESCHEDULE SUCH SERVICES AT THE MUTUAL CONVENIENCE OF BOTH PARTIES.

**REPAIRS:**

THE LANDLORD SHALL TAKE GOOD CARE OF THE PREMISES, FIXTURES AND APPURTENANCES AND SHALL MAKE ALL REPAIRS NECESSARY TO PUT AND KEEP THE PREMISES IN GOOD ORDER AND CONDITION AT ITS OWN COST AND EXPENSE EXCEPT REPAIRS REQUIRED AS A RESULT OF THE NEGLIGENCE OF THE AGC OR MHLS, ITS EMPLOYEES, CLIENTS OR GUESTS, WHICH SHALL BE THE RESPONSIBILITY OF THE AGC OR MHLS. THE AGC OR MHLS SHALL EXERCISE REASONABLE CARE TO ENSURE THE LANDLORD'S PROPERTY IS USED FOR THE PURPOSES INTENDED AND NOT SUBJECTED TO DAMAGES BEYOND NORMAL WEAR AND TEAR.

**CARPETING:**

REPLACEMENT OF CARPETING SHALL OCCUR SEVEN (7) YEARS FROM DATE OF RESPECTIVE OCCUPANCY, OR SOONER IF WARRANTED BY EXCESSIVE WEAR AND TEAR.

**WALLS & CEILINGS:**

ALL WALLS AND CEILINGS OF THE DEMISED PREMISES AT EACH SITE SHALL BE REPAINTED AT INTERVALS OF FIVE (5) YEARS.

**APPLICABLE LAWS, CODES, ORDERS:**

THE BIDDER SHALL ENSURE THAT THE PREMISES COMPLY WITH ALL LAWS, RULES, ORDERS, ORDINANCES AND REGULATIONS AT ANY TIME ISSUED OR IN FORCE, APPLICABLE TO THE PREMISES, OF THE BOROUGH, CITY, COUNTY, OR OTHER MUNICIPALITY, STATE OR FEDERAL GOVERNMENTS, AND OF ANY

INSURANCE SERVICES ORGANIZATION HAVING JURISDICTION IN THE PREMISES. THE AGC OR MHLS IN IT'S USE OF THE DEMISED PREMISES, AGREES TO COMPLY WITH ALL APPLICABLE LAWS, RULES, ORDERS, ORDINANCES AND REGULATIONS.

**BROKERAGE FEES:**

THE STATE OF NEW YORK, UNIFIED COURT SYSTEM, OCA/CPA OR AD-2ND SHALL NOT BE RESPONSIBLE FOR PAYMENT OF ANY FEES DUE ANY BROKER, AGENT, ETC. IN CONNECTION WITH THE RENTAL PROPERTY.

**SIGNS:**

THE AGC OR MHLS MAY POST AND MAINTAIN SUCH SIGNS AND NOTICES AS ARE REASONABLY REQUIRED TO INFORM THE PUBLIC AS TO ITS LOCATION IN THE BUILDING AND SHALL HAVE A RIGHT TO HAVE ITS NAME AND OTHER PERTINENT INFORMATION ON LOBBY DIRECTORY BOARD.

**RENOVATIONS / BUILD OUT:**

ANY RENOVATIONS WHICH MAY BE NECESSARY BY BIDDER TO ACCOMMODATE THE SPACE AND OTHER AMENITIES DEFINED HEREIN AS REQUIRED BY AGC OR MHLS ARE TO BE COMPLETED BY THE LANDLORD PRIOR TO INITIAL AGC OR MHLS OCCUPANCY.

ANY SUBSEQUENT RENOVATIONS OR MODIFICATIONS OF THE SPACE AS MAY BE DESIRABLE OR NECESSARY BY AGC OR MHLS SHALL BE COMPLETED WITH MINIMAL DISRUPTION TO THE OPERATIONS OF AGC OR MHLS AND PURSUANT TO A MUTUALLY-AGREED SCHEDULE BETWEEN THE AGC OR MHLS AND LANDLORD. COSTS RELATED TO ANY SUBSEQUENT RENOVATIONS SHALL BE PRESENTED FOR AGC OR MHLS REVIEW AND APPROVAL AND AGC OR MHLS SHALL HAVE THE OPTION OF OUTRIGHT PAYMENT OF THE AGREED COSTS OR TO HAVE SUCH COSTS PRORATED OVER THE REMAINING TERM OF THE AGREEMENT, OR RENEWAL THEREOF.

SHOULD ACCORD NOT BE REACHED BY THE PARTIES REGARDING SUBSEQUENT RENOVATIONS DUE TO COSTS OR OTHER MATERIAL FACTORS, AGC OR MHLS SHALL HAVE THE OPTION OF ENGAGING AN INDEPENDENT CONTRACTOR TO PERFORM SUCH WORK. AGC OR MHLS SHALL GUARANTEE THAT SUCH CONTRACTOR ENGAGED TO PERFORM ANY WORK ON THE DEMISED PREMISES SHALL BE FULLY LICENSED, BONDED AND/OR INSURED, AND ALL WORK WILL BE COMPLIANT WITH ALL APPLICABLE BUILDING CODES. IN THIS INSTANCE, THE COSTS OF SUCH SUBSEQUENT RENOVATIONS SHALL BE PAID DIRECTLY BY AGC OR MHLS AND NOT BE INCORPORATED INTO THE MONTHLY LEASE AMOUNT.

**COSTS - RENOVATIONS/BUILD OUT:**

BIDDER SHALL SHOW COSTS OF AGC OR MHLS REQUIRED RENOVATIONS / BUILD OUT REQUIREMENTS AS A SEPARATE, TOTAL FIGURE AS NOTED ON

THE BID RESPONSE FORM, **BUT MUST ATTACH A COMPLETE BREAKDOWN OF PROJECTED COSTS**. BIDDER SHALL ALSO SHOW THE BASE RENTAL AMOUNT AS AN ADJUSTED RATE TO INCLUDE THE COSTS OF RENOVATIONS OVER THE INITIAL TEN (10) YEAR CONTRACT TERM.

**FLOOR PLAN:**

**BIDDER SHALL INCLUDE A PRELIMINARY FLOOR PLAN WITH RESPONSE.**

THIS FLOOR PLAN SHALL SERVE ONLY TO PUT THE INTENDED SPACE IN PERSPECTIVE AND SHALL BE SUBJECT TO REASONABLE CHANGES AND MODIFICATIONS AS MAY BE DESIRED BY AGC OR MHLS.

**PARKING:**

SEE AGC AND MHLS SITE SPECIFICS FOR DETAILS.

**SECURITY:**

COMMENSURATE WITH THE INITIAL RENOVATIONS (BUILD OUT), IF REQUIRED, LANDLORD WILL BE REQUIRED TO INCORPORATE A SECURITY SYSTEM DESIGNED TO RESTRICT DIRECT ENTRY INTO THE OFFICES OF AGC OR MHLS. AS A MINIMUM, SUCH SYSTEM SHALL PROVIDE VISUAL OBSERVANCE OF THE PERSON SEEKING ENTRY, VOICE COMMUNICATION AND ELECTRONICALLY CONTROLLED DOOR LOCK FROM A POSITION WITHIN THE RECEPTION AREA.

**USE AND ACCESS:**

THE AGC AND MHLS SHALL HAVE FREE AND EASY ACCESS TO THE DEMISED PREMISES AT ALL TIMES AND HOURS AND SHALL BE ABLE TO CONDUCT IT'S BUSINESS IN AN UNRESTRICTED MANNER WITHOUT UNDUE INTERRUPTION BY LANDLORD. LANDLORD MAY HAVE ACCESS TO VIEW THE DEMISED PREMISES, HOWEVER DUE TO THE HIGHLY CONFIDENTIAL NATURE OF THE OPERATIONS OF AGC AND MHLS, LANDLORD WILL BE REQUIRED TO GIVE ADVANCE NOTICE OF AT LEAST 24 HOURS PRIOR TO ENTRY AND AGC OR MHLS RESERVE THE RIGHT TO RESCHEDULE ANY SUCH NOTIFICATION.

**SITE ASSESSMENT:**

UPON NOTICE FROM AGC OR MHLS, AND IN ORDER TO PROPERLY EVALUATE BIDDER'S RESPONSE, BIDDER SHALL MAKE ARRANGEMENTS FOR AGC OR MHLS AND OTHER APPROPRIATE PERSONNEL TO CONDUCT A SITE VISIT TO THE LOCATION IN QUESTION.

**FORCE MAJEURE:**

NO PARTY(S) SHALL BE RESPONSIBLE FOR DELAYS OR FAILURES IN PERFORMANCE RESULTING FROM ACTS BEYOND THE CONTROL OF SUCH PARTY. SUCH ACTS SHALL INCLUDE, BUT NOT BE LIMITED TO, ACTS OF GOD, STRIKES, LOCKOUTS, RIOTS, WAR, EPIDEMICS, GOVERNMENTAL REGULATIONS SUPERIMPOSED AFTER THE FACT, FIRE, FAILURES OF

COMMUNICATIONS AND/OR POWER LINES, EARTHQUAKES, OR OTHER NATURAL DISASTERS.

**HEADINGS:**

HEADINGS USED HEREIN ARE FOR REFERENCE PURPOSES ONLY AND SHALL NOT BE DEEMED PART OF ANY CONTRACT.

**PARTIAL INVALIDITY:**

IF ANY TERM, CLAUSE OR PROVISION OF THE RESULTING CONTRACT / LEASE SHALL BE FOUND TO BE ILLEGAL OR UNENFORCEABLE THEN NOTWITHSTANDING ANY LANGUAGE TO THE CONTRARY, SUCH TERM, CLAUSE OR PROVISION SHALL BE DEEMED STRICKEN AND THE CONTRACT / LEASE SHALL REMAIN IN FULL FORCE AND EFFECT.

**CONSENT TO BREACH NOT WAIVER:**

NO TERM, CLAUSE OR PROVISION HEREIN SHALL BE DEEMED WAIVED AND BREACH EXCUSED, UNLESS SUCH WAIVER OR CONSENT SHALL BE IN WRITING AND SIGNED BY THE PARTY(S) CLAIMED TO HAVE WAIVED OR CONSENTED. ANY CONSENT BY ANY PARTY(S) TO, OR WAIVER OF, A BREACH BY THE OTHER PARTY(S), WHETHER EXPRESS OR IMPLIED, SHALL NOT CONSTITUTE A CONSENT TO, WAIVER OF, OR EXCUSE FOR ANY OTHER DIFFERENT OR SUBSEQUENT BREACH.

**AUTHORITY:**

EACH PARTY HAS FULL POWER AND AUTHORITY TO ENTER INTO THE RESULTING CONTRACT / LEASE AND PERFORM THE TERMS, CLAUSES AND PROVISIONS HEREOF AND THE PERSON SIGNING SUCH, HAVING READ AND UNDERSTOOD SAME, IS EMPOWERED TO DO SO.

**NOTICES:**

EXCEPT AS MAY BE PROVIDED ELSEWHERE. ALL NOTICES TO BE GIVEN PURSUANT TO THE RESULTING CONTRACT / LEASE SHALL BE MADE IN WRITING AND DELIVERED TO THE OTHER PARTY(S) AT THE RESPECTIVE ADDRESS SET FORTH HEREIN, OR SUCH OTHER ADDRESS AS MAY BE PROVIDED FROM TIME TO TIME.

**APPENDIX A:**

THE NEW YORK STATE UNIFIED COURT SYSTEM STANDARD CLAUSES FOR ALL CONTRACTS - APPENDIX A (OCT. 2000) CONTAINING TERMS REQUIRED OF ALL NEW YORK STATE CONTRACTS IS ATTACHED HERETO AND MADE A PART HEREOF.