



**Thruway
Authority**

KATHY HOCHUL
Governor

JOANNE M. MAHONEY
Chair

FRANK G. HOARE, ESQ.
Executive Director

NOTICE TO PROPOSERS

RFQ# 25C10 – Lease of Syracuse Office Space

April 3, 2025

Dear Proposer:

Attached are the responses to the written questions previously submitted and Addendum #1 for RFQ #25C10.

Thank you for your interest in this project.

Sincerely,

A handwritten signature in black ink, appearing to read "Caitlin Cady".

Caitlin Cady
Director of Purchasing

Authority Responses to Written Questions

RFQ #25C10 Lease of Syracuse Office Space

April 3, 2025

On March 18, 2025, the New York State Thruway Authority (“Authority”) issued a Request for Quotes (“RFQ”) #25C10 for Lease of Syracuse Office Space. Pursuant to the RFQ, all prospective Proposers were given an opportunity to submit written questions concerning this RFQ to the Authority by March 25, 2025.

The Authority received the following questions and is providing the following responses in accordance with Section 1.4 of the RFQ. Please note that similar questions have been grouped together to avoid repetition and to facilitate ease of review.

<u>Question #</u>	<u>RFQ Page #</u>	<u>Section Reference</u>	<u>Bidder Question</u>	<u>Authority Response</u>
1	RFQ page 4	2.1 – Scope of Services	1,500 feet from the NYS Thruway Mainline. Could you please explain what and or where that is?	The mainline is Interstate 90
2	RFQ page 4	2.1 – Scope of Services	How much space is the Authority require?	The Authority requires 10,000 to 11,000 square feet
3	RFQ pages 4 and 5	2.1 – Scope of Services	Please clarify if the NYS Thruway Authority is seeking 10,000 – 11,000 Usable or Rentable Square Feet. a) In Section 2.1 (page 4) of the RFQ – indicates Ten to Eleven Thousand Usable Square Feet of office space b) Under Authority Requirements (page 5) - #1 indicates 10,000 – 11,000 rentable square feet	a) Usable square feet is space to be used as office space. b) Rentable square feet is to be broken down into the required offices, training rooms, breakroom and storage rooms.
4	RFQ Page 4	2.1 – Scope of Services	Will proposals that do not meet one or both of the location requirements outlined in Section 2.1 be disqualified? I represent two properties that would be a perfect fit for the Thruway Authority offices, however, one is located within 2 miles of the Thruway, but not adjacent to the main line, and the other is located 3 miles from the Thruway and also not adjacent to the main line. Any insight on whether it is worth our time to submit these properties would be appreciated.	The properties described do not meet the specifications and therefore, the Authority cannot accept them.

5	RFQ pages 4 and 6	2.1 – Scope of Services	<p>“Telecommunications Service (Connectivity): The facility will need to be adjacent (within approximately 1,500 feet) to the Thruway mainline and serviced by a reliable high-speed internet and have capability to connect to the Authority’s systems.”</p> <p>Section 2.1 states the proposed building needs to be within 2.0 miles of the I90 interchanges (35-37). The above states 1,500 feet for connectivity. Where is the Thruway mainline located? If my Building is within 2.0 miles of the interchange, but further than 1,500 ft from the “mainline” then is the building excluded?</p>	The mainline is Interstate 90. The property described does not meet the specifications and therefore, the Authority cannot accept it.
6	RFQ page 4	2.1 – Scope of Services	Can you provide additional information about the parking requirement and any potential overnight parking requirements?	80 parking spaces are required to be available. The Authority requires overnight and weekend parking for 25-30 vehicles.
7	RFQ page 5	2.1 – Scope of Services, Authority Requirements	<ul style="list-style-type: none"> a) It would be helpful to have some approximate square footages of various room sizes. b) Please clarify if LL is responsible for furnishing & installing the workstations OR open area(s) to accommodate 28 workstations c) Estimated square footage for the Operations Center (is this an enclosed room?) d) Estimated square footage for the Training Room e) Estimated square footage for the Conference/Board Room f) Estimated square footage for the IT storage g) Please describe “flat file/plotter” – is this an area designated for a large format printer? h) Estimated square footage for General Storage i) Small meeting/flex space – how many people (less than 6?) j) Please describe the Authority’s backup power requirement k) Are there any Level 2 EV charging specifications? (there are many on the market, so if there is a make/model in mind, it would be helpful) 	<ul style="list-style-type: none"> a) Offices 168 to 280 sq ft +/- b) Landlord is required to install office walls, doors, lighting etc. The Tenant will provide cubical workstations desks, etc. c) 240 sq ft +/- d) 694-775 sq ft +/- e) 323 sq ft +/- f) 120-280 sq ft +/- g) Yes, this space is required and is designated for a large format printer. h) 420-870 sq ft +/- i) Yes, less than 6. j) The backup power is required to run the operations center with computers, network, lighting, TV’s and HVAC. k) Yes, please see Addendum No. 1
8	RFQ page 5	2.1 – Scope of Services, Authority Requirements, Item 6	How much capacity does the backup generator require?	The backup power is required to run the operations center with computers, network, lighting, TV’s and HVAC.
9	RFQ page 5	RFQ 2.1 – Scope of Services,	Parking Lot – Charging Stations: We have ample parking, including the required 80 paved spaces for	If sole Thruway use, metered separately and paid by Tenant,

		Authority Requirements, Item 7	employees, vehicles, and clients. We can also accommodate charging stations. However, power usage for these stations is speculative, especially with possible future expansions. Questions: Can the charging stations be separately metered, with electric bills paid by the Tenant? Will the Tenant consider reimbursing the Landlord for costs related to providing exclusive parking enhancements, including the charging stations?	would be acceptable in Syracuse divisions opinion. The charging stations must be FOB Operation restricted to Thruway Authority employees only, therefore, the charging stations can be separately meters with electric bills paid by the Authority. The original build out is part of the lease. Any future improvements shall be paid in full upon completion of a Purchase Order.
10	RFQ page 6	RFQ 2.1 – Scope of Services, Authority Requirements, Item 12	Telecommunications Access: We can provide roof access for the Authority's telecommunication systems, but would like to understand your specific needs better. Questions: How much roof area will be necessary to support this equipment? Is there existing equipment on another roof that we can reference? What is the expected power usage? Can we assume all related work will be coordinated and paid for directly by the Tenant?	The Authority requires 16 sq/ft for a non-penetrating roof mount antenna base. This antenna would not require any power usage on the roof top, it would only require a coaxial type cable (provided by the Authority) from the base station in the Authority's offices to the roof. Per Exhibit B Lease Agreement (Draft), Item 58- Roof Access, upon approval by the Landlord, the Tenant is responsible for equipment installations and equipment removal on the roof.
11	RFQ page 6	RFQ 2.1 – Scope of Services, Authority Requirements, Item 12	Fiber Optics – Conduit: Our location is strategically situated adjacent to the NYS Thruway facilities and is directly accessible through a rear delivery entrance, making it ideal for the installation of conduit and fiber optics services exclusively for Tenant use. Question: Will the Tenant coordinate and pay for 100% of the conduit and associated fiber optics cabling, including the segments that run through the Landlord's property into the leased premises?	The Landlord shall provide for the Tenant's exclusive use of telecommunications conduit connecting the Premises with the Thruway Right-of-Way. For additional information please see RFQ Exhibit B Lease Agreement (Draft), Item 42 – Fiber Optic Access.
12	RFQ page 6 and Exhibit B page 115	RFQ Section 2.1, Scope of Services, Authority Requirements, Item 13 and RFQ Exhibit B Lease Agreement (Draft), Schedule B – Work Letter	Project Cost: As stated in the RFQ and Schedule B of the draft lease, the Tenant will reimburse the Landlord for Tenant Improvement costs. However, the reimbursement process is unclear. Question: Will the Tenant reimburse the Landlord in a lump sum upon substantial completion, or will the costs be amortized over the lease term and included in the Rental Rate?	The original build out is part of the lease. Any future improvements shall be paid in full upon completion of a Purchase Order.
13	RFQ page 6	RFQ Section 2.1 – Scope of Services, Authority Requirements, Item 14	Does the Authority require the renovations to the proposed premises to be prevailing wage?	No, prevailing wages are not applicable.

14	Exhibit B page 10	RFQ Exhibit B Lease Agreement (Draft), Item 9 - Cancellation	<p>Cancellation Right: As an approved NYS Vendor, we understand the cancellation rights in NYS leases. Typically, if a NYS Tenant cancels, they must reimburse the unamortized portion of any Tenant Improvement Allowance.</p> <p>Question: If the Landlord pays for the Tenant Improvements and amortizes the cost over the lease term, can the Cancellation Right be modified to require reimbursement for any unamortized improvements at cancellation?</p>	Yes, the Cancellation Right can be modified to require reimbursement for any unamortized improvements at cancellation.
15	Exhibit B page 21	RFQ Exhibit B Lease Agreement (Draft), Item 31 – Brokerage Fees/Unlawful Inducement	I want to confirm that it is proper for [company name redacted] to represent the landlord in this transaction as we have been hired years ago as exclusive leasing agent for this property as a registered NYS Real Estate Broker. I believe this clause relates more to lobbyists or other outside influence in the decision making process.	The language in Exhibit B, Item 31, can be negotiated with the awarded Proposer to identify their agent.
16		General	Is it possible to tour the property with the Authority prior to submitting a proposal?	As part of the evaluation process, the Authority may elect to visit sites after the proposal due date.
17		General	What is the Authority's preferred earliest occupancy date?	As early as possible pending required approvals. The Authority anticipates approval by the Authority Board in June 2025 and an executed contract shortly thereafter.
18		General	Does the Authority have preferred finish specifications? Or do they prefer the landlord to construct the premises with Class A "building standard" finishes?	Class A building standard finishes is acceptable.
19		General	Will a more detailed space program be issued detailing the size requirement for the rooms to be included in the premises?	Yes, final layout will be provided to the awarded vendor.

EXCEPTIONS TO TERMS AND CONDITIONS:

The Authority did not receive any requests for exceptions to terms and conditions.

ADDENDUM NO. 1

RFQ #25C10 Lease of Syracuse Office Space

April 3, 2025

Notice is hereby given that the following Addendum No. 1 shall be made part of RFQ #25C10 issued by the Authority on March 18, 2025 (the "RFQ").

The purpose of this addendum is to document and incorporate material changes to the above-referenced proposal.

Addendum No. 1 consists of the following additions and changes to the RFQ:

Change No. 1 – RFQ "Section 2.1 – Scope of Services," Authority Requirements section, Paragraph 1 is hereby revised to read as follows. Material to be deleted is in ~~strike through~~, material to be added is underscored.

1. Space Need: Approximately 10,000 to 11,000 rentable square feet of usable office space.
 - a. Ten (10) Offices, varying sizes
 - b. Twenty-eight (28) Cubicle Style Spaces, varying sizes
 - c. Operations Center
 - d. Training Room
 - e. Breakroom/Kitchen (including all necessary plumbing)
 - f. Reception/entrance
 - g. Reception phone/mail area
 - h. Conference/Board Room
 - i. IT Storage
 - j. Data/Server Room
 - k. Flat File/Plotter
 - l. General Storage room
 - m. 2 flex-space areas for small meetings (one in maintenance and one in construction)
 - n. Space for 2 copiers
 - o. LED lighting
 - p. Key fob entry: System should be Lenel and compatible with Authority enterprise system.

Change No. 2 – RFQ "Section 2.1 – Scope of Services," Authority Requirements section, Paragraph 7 is hereby revised to read as follows. Material to be deleted is in ~~strike through~~, material to be added is underscored.

7. Level 2 EV charging station for 4 vehicles shall be provided and must meet the following requirements:

- Minimum output 12kW per plug, with connector Type J1772.
- Dedicated EV chargers with Authority exclusive access/overnight parking
- Chargers must be FOB operation restricted to Authority vehicles only OR if parking adjacent to publicly available chargers is supplied, it must be within reach of chargers and the vendor must supply FOB's to allow charging station access as needed.

Change No. 3 – RFQ “Section 3.1 – Content of Proposal” is hereby revised to read as follows. Material to be deleted is in ~~striketrough~~, material to be added is underscored.

Section 3.1 – Content of Proposal

The following is a list of the information that each Proposer must provide. The Authority reserves the right to, in its discretion, disqualify a quotation that does not include all of the information required below.

- 1) Exhibit A – Proposal to Provide Leased Space, completed and signed.
- 2) The resumes of key management and supervisory personnel, including the Primary Contact, Secondary Contact and Property Manager, who will be directly assigned to provide the services to the Authority and a description of the specific function each will perform. This information should include each individual's qualifying experience to perform the services assigned and his/her position and length of service with the Proposer.
- 3) A list of at least three (3) references.
- 4) Current floor plan of the space being offered, if available.

Other Required Materials – each proposal must include the following required materials, completed in their entirety and executed by the individual or individuals who signed the cover letter and are authorized to bind the Proposer contractually:

- 1) New York State Finance Law §§ 139-j and 139-k Disclosure of Prior Non-Responsibility Determinations (Supplement 1) – New York State Finance Law § 139- k requires that Proposers disclose findings of non-responsibility made within the previous four years by any governmental entity where such prior finding of non-responsibility was due to a violation of New York State Finance Law §139-j or the intentional provision of false or incomplete information to a governmental entity.
- 2) Certificate of Compliance with the Authority Guidelines Regarding Permissible Contacts During a Procurement and the Prohibition of Inappropriate Lobbying Influence (Supplement 2) – New York State Finance Law § 139- j requires that Proposers certify that they have read, understand and agree to comply with the Authority/Corporation Policy Regarding Permissible Contacts During a Procurement and the Prohibition of Inappropriate Lobbying Influence.
- 3) Vendor Assurance of No Conflict of Interest or Detrimental Effect (Supplement 3)
- 4) Certification Under Executive Order No. 16 Prohibiting State Agencies and Authorities from Contracting with Businesses Conducting Business in Russia (Supplement 4)

- 5) Vendor Responsibility Questionnaire – the Authority’s Procurement Policy provides that the Authority will award procurement contracts for services to responsive and responsible Proposers on the basis of best value. The Authority uses the information provided by Proposers on this Questionnaire to assist it in making a determination of responsibility of a proposed Contractor.

The Authority recommends that vendors file the required Vendor Responsibility Questionnaire online via the New York State VendRep System and only provide a copy of the certification page to the Authority. To enroll in and use the New York State VendRep System, see the VendRep System Instructions available at <http://www.osc.state.ny.us/vendrep/enroll.htm> or go directly to the VendRep System online at: <https://onlineservices.osc.state.ny.us/Enrollment/login?0>.

Vendors must provide their New York State Vendor Identification Number when enrolling. To request assignment of a Vendor ID or for VendRep System assistance, contact the Office of the State Comptroller’s IT Service Desk at 866-370-4672 or 518-408-4672 or by email at ITServiceDesk@osc.state.ny.us. Vendors opting to complete and submit PDF questionnaire can obtain the appropriate questionnaire from the VendRep website http://www.osc.state.ny.us/vendrep/forms_vendor.htm or may contact the Authority or the Office of the State Comptroller’s Help Desk for a copy of the PDF form.

- 6) ST-220-CA New York State Department of Taxation and Finance Contractor Certification (Supplement 5) – Section 5-a of the New York State Tax Law, and regulations, bulletins and guidelines promulgated thereunder, require that the Authority collect this information for contracts with a value in excess of \$100,000.

-END OF CHANGES-

ADDENDUM NO. 1

PROPOSER ACKNOWLEDGEMENT FORM

Proposers must indicate acknowledgement of the changes for this RFQ by completing and submitting this page with their proposal.

Proposers that have already submitted their proposal must indicate acknowledgement of the changes for this RFQ by completing and returning this page in time for the Proposal opening.

This Acknowledgement form must be emailed to: **SYRDivisonRFQ@Thruway.ny.gov**

The Subject of the email should consist of the following:

RFP #25C10 Addendum No. 1, [proposer name]

Keep a copy for your records.

The following must be complete and signed by an authorized person of the firm or corporation:

_____ Firm Name	_____ Area Code &Telephone
_____ Address	_____ City & State
_____ Signature	_____ Date
_____ Print Name	_____ Title

SUPPLEMENT 5

ST-220-CA New York State Department of Taxation and
Finance Contractor Certification

**Contractor Certification to Covered Agency**

(Pursuant to Section 5-a of the Tax Law, as amended, effective April 26, 2006)

ST-220-CA

(12/11)

For information, consult Publication 223, Questions and Answers Concerning Tax Law Section 5-a (see Need Help? on back).

Contractor name				For covered agency use only Contract number or description	
Contractor's principal place of business		City	State		
Contractor's mailing address (if different than above)					
Contractor's federal employer identification number (EIN)			Contractor's sales tax ID number (if different from contractor's EIN)		
Contractor's telephone number			Covered agency name		
Covered agency address				Covered agency telephone number	

I, _____, hereby affirm, under penalty of perjury, that I am _____
(name) (title)

of the above-named contractor, that I am authorized to make this certification on behalf of such contractor, and I further certify that:

(Mark an X in only one box)

☐ The contractor has filed Form ST-220-TD with the Department of Taxation and Finance in connection with this contract and, to the best of contractor's knowledge, the information provided on the Form ST-220-TD, is correct and complete.

☐ The contractor has previously filed Form ST-220-TD with the Tax Department in connection with _____
(insert contract number or description)

and, to the best of the contractor's knowledge, the information provided on that previously filed Form ST-220-TD, is correct and complete as of the current date, and thus the contractor is not required to file a new Form ST-220-TD at this time.

Sworn to this ____ day of _____, 20 ____

(sign before a notary public)

(title)

Instructions

General information

Tax Law section 5-a was amended, effective April 26, 2006. On or after that date, in all cases where a contract is subject to Tax Law section 5-a, a contractor must file (1) Form ST-220-CA, *Contractor Certification to Covered Agency*, with a covered agency, and (2) Form ST-220-TD with the Tax Department before a contract may take effect. The circumstances when a contract is subject to section 5-a are listed in Publication 223, Q&A 3. See *Need help?* for more information on how to obtain this publication. In addition, a contractor must file a new Form ST-220-CA with a covered agency before an existing contract with such agency may be renewed.

Note: Form ST-220-CA must be signed by a person authorized to make the certification on behalf of the contractor, and the acknowledgement on page 2 of this form must be completed before a notary public.

When to complete this form

As set forth in Publication 223, a contract is subject to section 5-a, and you must make the required certification(s), if:

- The procuring entity is a *covered agency* within the meaning of the statute (see Publication 223, Q&A 5);
- The contractor is a *contractor* within the meaning of the statute (see Publication 223, Q&A 6); and
- The contract is a *contract* within the meaning of the statute. This is the case when it (a) has a value in excess of \$100,000 and (b) is a contract for *commodities* or *services*, as such terms are defined for purposes of the statute (see Publication 223, Q&A 8 and 9).

Furthermore, the procuring entity must have begun the solicitation to purchase on or after January 1, 2005, and the resulting contract must have been awarded, amended, extended, renewed, or assigned *on or after April 26, 2006* (the effective date of the section 5-a amendments).

Individual, Corporation, Partnership, or LLC Acknowledgment

STATE OF _____ }
: _____ SS.:
COUNTY OF _____ }

On the ____ day of _____ in the year 20____, before me personally appeared _____, known to me to be the person who executed the foregoing instrument, who, being duly sworn by me did depose and say that _____ he resides at _____, Town of _____, County of _____, State of _____; and further that:

[Mark an **X** in the appropriate box and complete the accompanying statement.]

- ☐ (If an individual): _____ he executed the foregoing instrument in his/her name and on his/her own behalf.
- ☐ (If a corporation): _____ he is the _____ of _____, the corporation described in said instrument; that, by authority of the Board of Directors of said corporation, _____ he is authorized to execute the foregoing instrument on behalf of the corporation for purposes set forth therein; and that, pursuant to that authority, _____ he executed the foregoing instrument in the name of and on behalf of said corporation as the act and deed of said corporation.
- ☐ (If a partnership): _____ he is a _____ of _____, the partnership described in said instrument; that, by the terms of said partnership, _____ he is authorized to execute the foregoing instrument on behalf of the partnership for purposes set forth therein; and that, pursuant to that authority, _____ he executed the foregoing instrument in the name of and on behalf of said partnership as the act and deed of said partnership.
- ☐ (If a limited liability company): _____ he is a duly authorized member of _____, LLC, the limited liability company described in said instrument; that _____ he is authorized to execute the foregoing instrument on behalf of the limited liability company for purposes set forth therein; and that, pursuant to that authority, _____ he executed the foregoing instrument in the name of and on behalf of said limited liability company as the act and deed of said limited liability company.

Notary Public

Registration No.

Privacy notification

The Commissioner of Taxation and Finance may collect and maintain personal information pursuant to the New York State Tax Law, including but not limited to, sections 5-a, 171, 171-a, 287, 308, 429, 475, 505, 697, 1096, 1142, and 1415 of that Law; and may require disclosure of social security numbers pursuant to 42 USC 405(c)(2)(C)(i).

This information will be used to determine and administer tax liabilities and, when authorized by law, for certain tax offset and exchange of tax information programs as well as for any other lawful purpose.

Information concerning quarterly wages paid to employees is provided to certain state agencies for purposes of fraud prevention, support enforcement, evaluation of the effectiveness of certain employment and training programs and other purposes authorized by law.

Failure to provide the required information may subject you to civil or criminal penalties, or both, under the Tax Law.

This information is maintained by the Manager of Document Management, NYS Tax Department, W A Harriman Campus, Albany NY 12227; telephone (518) 457-5181.

Need help?



Visit our Web site at **www.tax.ny.gov**

- get information and manage your taxes online
- check for new online services and features



Telephone assistance

Sales Tax Information Center: (518) 485-2889

To order forms and publications: (518) 457-5431

Text Telephone (TTY) Hotline (for persons with hearing and speech disabilities using a TTY): (518) 485-5082



Persons with disabilities: In compliance with the Americans with Disabilities Act, we will ensure that our lobbies, offices, meeting rooms, and other facilities are accessible to persons with disabilities. If you have questions about special accommodations for persons with disabilities, call the information center.



**Thruway
Authority**

KATHY HOCHUL
Governor

JOANNE M. MAHONEY
Chair

FRANK G. HOARE, ESQ.
Executive Director

NOTICE TO PROPOSERS

RFQ#25C10 – Lease of Syracuse Office Space

April 1, 2025

Dear Proposer:

The Authority's *Issuance of Responses to Written Questions* that was originally scheduled to be issued today, April 1, 2025, will be issued at a later date.

Thank you for your interest in this project.

Sincerely,

A handwritten signature in black ink that reads "Caitlin Cady".

Caitlin Cady
Director of Purchasing



REQUEST FOR QUOTE

ISSUE DATE: March 18, 2025

RFQ#:	25C10 – Lease of Syracuse Office Space	Inquiries to:	Caitlin Cady Caitlin.Cady@thruway.ny.gov (518)436-3061
Due Date & Time of Proposal Submission:	1:00 P.M., April 15, 2025	Date & Time of Pre-proposal Meeting:	Not Applicable
Contract Period:	The Agreement term shall commence once the appropriate approvals are obtained and shall terminate ten (10) years after commencement. The Authority shall have the option, at the mutual consent of the Landlord and the Authority, to renew the Agreement for two 5-year terms.		

INSTRUCTIONS

1. Attach this form to the front of your proposal.
2. Is your firm registered with the NYS Department of Economic Development as a certified Minority and/or Women-Owned Business Enterprise (M/WBE) or with the NYS Office of General Services as a certified Service-Disabled Veteran-owned Business (SDVOB)? ☐ Yes ☐ No
3. Is your firm proposing a joint venture? ☐ Yes ☐ No
4. Complete all information below, including signature, to acknowledge your understanding and acceptance of the provisions of the Non-Collusive Bidding Certification as indicated at the bottom of this document.

The Signatory to this document must be authorized to bind the proposing firm contractually.

Firm name		Federal Tax ID no.
Street Address		City/State/Zip
Area Code/Telephone (800 if available)	fax	E-mail
Print Name		Title
Signature		Date

NON-COLLUSIVE BIDDING CERTIFICATION

By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of 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 purposes of restricting competition, as to any matter relating to such prices with any other Bidder or with any competitor; and
- 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.



**Thruway
Authority**

KATHY HOCHUL
Governor

JOANNE M. MAHONEY
Chair

FRANK G. HOARE, ESQ.
Executive Director

Request for Quote

Lease of Syracuse Office Space

RFQ No: 25C10
Request Issued: March 18, 2025
Proposal/Quotes Due: April 15, 2025

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Standard Contract Clauses, Appendices, Exhibits and Supplements

Appendix A	Standard Clauses
Exhibit 1	Thruway Authority Guidelines Regarding Permissible Contacts During a Procurement and the Prohibition of Inappropriate Lobbying Influence
Supplement 1	New York State Finance Law §§ 139-j and 139-k Disclosure of Prior Non-Responsibility Determinations (TA-W3053)
Supplement 2	Certificate of Compliance with the Authority Guidelines Regarding Permissible Contacts During a Procurement and the Prohibition of Inappropriate Lobbying Influence (TA-W2111)
Supplement 3	Vendor Assurance of No Conflict of Interest or Detrimental Effect
Supplement 4	Certification Under Executive Order No. 16 Prohibiting State Agencies and Authorities from Contracting with Businesses Conducting Business in Russia
Exhibit A	Proposal to Provide Leased Space
Exhibit B	Lease Agreement (Draft)

ARTICLE I - Background/Administrative Matters

Section 1.1 – Background

The New York State Thruway Authority (“Authority”) is seeking proposals/quotes (“proposals” or “quotes”) to lease office space for use by the Authority’s Syracuse Division.

The Authority is a public corporation organized and existing pursuant to Article 2, Title 9 of the New York State Public Authorities Law for the purpose of financing, constructing, reconstructing, improving, developing, maintaining and operating a highway system known as the Governor Thomas E. Dewey Thruway. The powers of the Authority are vested in and exercised by a seven-member Board appointed by the Governor with the advice and consent of the State Senate.

The Thruway is a 570-mile superhighway system crossing the State. It is the longest toll superhighway system in the United States. The Thruway route from the New York City line to the Pennsylvania line at Ripley is 496 miles long and includes the 426-mile mainline connecting New York City and Buffalo, the State’s two largest cities. Other Thruway sections make direct connections with the Connecticut and Massachusetts Turnpikes, New Jersey Garden State Parkway and other major expressways that lead to New England, Canada, the Midwest and the South. In 1991 the Cross-Westchester Expressway was added to the Thruway system. In all, the Thruway is comprised of 2843 lane miles of roadway, 817 bridges, over 300 buildings, 134 interchanges, 35 tandem areas, 27 service areas, 3 welcome centers, nearly 120 water service facilities, 3 water treatment plants, 16 wastewater treatment plants and 40 motor fueling stations for Authority vehicles and equipment. Operationally, the Authority is segmented into four regional divisions – New York, Albany, Syracuse and Buffalo – with the Administrative Headquarters located in Albany.

For the purposes of this Request for Quotes (“RFQ”), the term “Authority” shall mean the New York State Thruway Authority.

Section 1.2 - Key Dates

Provided below is a tentative schedule for the milestones in this RFQ process, listed in the order of occurrence. The Authority reserves the right to change any or all of these dates as it deems necessary or convenient in its discretion; in the event of such a date change, all parties that have been furnished with this RFQ will be duly notified.

Event	Date
RFQ Issuance	March 18, 2025
Deadline for submitting Written Questions and Exceptions to Terms and Conditions	March 25, 2025
Issuance of Responses to Written Questions	April 1, 2025
Proposal Due Date & Time	April 15, 2025 at 1:00p.m.

Section 1.3 – Permissible Contacts/Contact Person

This procurement is subject to and shall be conducted in accordance with the Thruway Authority Guidelines Regarding Permissible Contacts During a Procurement and the Prohibition of Inappropriate Lobbying Influence (attached hereto as Exhibit 1). All questions concerning this RFQ must be addressed to the persons listed below. Proposers and prospective Proposers may not approach any other Authority officer, employee, contractor or agent or any other State entity relative to this RFQ (except as provided in Exhibit 1).

Caitlin Cady
Director of Purchasing Bureau
New York State Thruway Authority
200 Southern Boulevard
Albany, New York 12209
Caitlin.Cady@thruway.ny.gov

Barry Oaksford
Division Facilities Engineer
New York State Thruway Authority
200 Southern Boulevard
Albany, New York 12209

In the event the contact persons listed above are not available, Proposers may direct their questions to Andrew Trombley at andrew.trombley@thruway.ny.gov.

Section 1.4 - Written Questions & Responses

The Authority will provide official written responses to all written questions that are submitted to the Authority Bureau of Purchasing contact named in Section 1.3 on or before the date set forth in Section 1.2 of this RFQ. These official responses will be distributed to all parties that have been furnished with this RFQ. Prospective Proposers should rely only on these official written responses. Questions submitted after the due date set forth in Section 1.2 of this RFQ may not receive an official answer.

Section 1.5 - Exceptions to Terms and Conditions

The selected Proposer will be required to enter into a Lease Agreement (“Agreement”) with the Authority that includes, but is not limited to, the terms and conditions set forth in Exhibit B - Lease Agreement (Draft) and Appendix A attached hereto. If a Proposer objects to any such term or condition, the Proposer must state such objection in writing and submit such objection to the Authority Bureau of Purchasing contact named in Section 1.3 hereof by the deadline for submission of written questions set forth in Section 1.2 herein. Such objections must be stated in detail and, if the Proposer is seeking alternative language for a particular term or condition, accompanied by the Proposer’s requested alternative language. The Authority will address such objections in its official responses to questions and/or via addenda to this RFQ.

Section 1.6 – RFQ Errors or Omissions

If a Proposer believes there is any ambiguity, conflict, discrepancy, omission or other error in this RFQ, such Proposer should immediately notify the Authority Bureau of Purchasing contact named in Section 1.3 of such error and request clarification of or modification to this document. Such notice shall be given prior to the final filing date for submission of proposals. Modifications to this RFQ, when appropriate, will be made by addenda hereto and distributed to all parties who have been furnished with this RFQ. Clarifications of this RFQ, when appropriate, will be made by written notice to all parties who have been furnished with this RFQ.

ARTICLE II – Services Requested

Section 2.1 – Scope of Services

The Authority seeks to lease Ten (10) to Eleven (11) Thousand Usable Square Feet of office space in a single location that is located within 2.0 miles of the Thruway (between Interchange 35 and 37) and adjacent (within approximately 1,500 feet) to the Thruway mainline.

The Authority seeks 80 paved parking spaces on site for employees, fleet vehicles and clients.

Offered space must meet all Federal, State and Local requirements for fire safety, accessibility, seismic and sustainability standards per the terms of the Lease. The space must be capable of meeting the Authority’s security requirements. A fully serviced lease is required.

Evaluation of proposals will be based on lease costs and other quality factors. If you are interested in offering space as described in this RFQ, please provide a written response using the "Proposal to Provide Leased Space" included in this solicitation as Exhibit A. All proposals, regardless of delivery method, must be complete and signed by the offeror. Proposals must be submitted to no later than the deadline specified in Section 1.3 – Key Dates.

You are not authorized to commence work until the Authority has notified you in writing that your firm has been awarded the lease. The Authority is not responsible for paying costs incurred in developing the proposals. The Authority, in its sole discretion, further reserves the right to reject any and all proposals in response to this solicitation.

AUTHORITY REQUIREMENTS:

1. Space Need: Approximately 10,000 to 11,000 rentable square feet of usable office space.
 - a. Ten (10) Offices, varying sizes
 - b. Twenty-eight (28) Cubicle Style Spaces, varying sizes
 - c. Operations Center
 - d. Training Room
 - e. Breakroom/Kitchen (including all necessary plumbing)
 - f. Reception/entrance
 - g. Reception phone/mail area
 - h. Conference/Board Room
 - i. IT Storage
 - j. Data/Server Room
 - k. Flat File/Plotter
 - l. General Storage room
 - m. 2 flex-space areas for small meetings (one in maintenance and one in construction)
 - n. Space for 2 copiers
 - o. LED lighting
 - p. Key fob entry
2. Lease Term: ten (10) year lease with two 5-year extensions with mutual consent of the vendor and the Authority.
3. Lease Start: As soon as practicable.
4. Rental Rate: The quoted rental rate shall provide for a fully serviced lease including tenant improvements.
5. Operating Expenses: Landlord shall be responsible for providing all utilities and building services including maintenance, repairs, landscaping, pest control, custodial services, trash removal, snow removal and annual cleaning of windows, carpets and ductwork.
6. Back-up power shall be provided for the rented space or hook up for an Authority owned generator shall be provided.
7. Level 2 EV charging station for 4 vehicles shall be provided.
8. Regulatory and Environmental Conditions: The building and premises shall comply with all applicable laws, ordinances, codes, and ADA requirements. The landlord is required to warrant and represent that the building and premises are free of asbestos, other hazardous or toxic materials, EMF radiation, and toxic mold.

9. Signage: Specify interior and exterior signage rights available to the Authority.
10. Hours of Service: Authority shall have access to the space at all times. The normal workday Monday through Friday. All building services shall be regulated to provide for appropriate building conditions.
11. Telecommunications Service (Connectivity): The facility will need to be adjacent (within approximately 1,500 feet) to the Thruway mainline and serviced by a reliable high-speed internet and have capability to connect to the Authority's systems.
12. Telecommunications Access: Landlord shall provide the Authority and/or its contractors, including but not limited to local exchange telecommunications companies and alternative access vendor service companies, with the right of access to, from and within the building, to the premises as would be required by the vendor(s) for the installation and operation of Authority's telecommunications systems, including but not limited to voice, video, data, and any other telecommunications services provided over wire, fiber optic, microwave, wireless, and any other transmission systems, for part or all of tenant's telecommunications to, from, and within the building and premises.
13. Tenant Improvements: The Landlord will be asked to design and build the proposed tenant improvements to meet the requirements of the Authority. Landlord will be responsible for paying all prevailing wages, permit fees, and taxes, to the extent applicable.
14. Space Plans: Accurate as-built drawings of the space when ready for occupancy will be required from the Landlord in AutoCAD format and submitted electronically. If accurate as-built drawings are not available, the Landlord shall bear the expense of having such plans prepared upon request of the Authority.
15. Only the Authority's General Counsel, or their designee and/or the Chief Procurement Officer, or their designee are authorized to negotiate the terms and conditions of a proposed lease agreement. The proposer shall communicate directly with the Chief Procurement Officer and shall not rely on communications with, or information provided by field personnel or any other source.
16. The Authority is credit-worthy and will not pay a deposit.
17. The decision as to whether a lease will be executed remains wholly within the discretion of the Authority, subject to approvals required by law, including the Authority Board approval and any lease so executed remains executory until and unless appropriations are made available within the Authority Budget.
18. Under any lease to be awarded, Landlord will hold all risks and benefits typically enjoyed by an owner, including obligation to bear risk of loss and to maintain insurance as appropriate to protect the building and the space occupied by Authority.

Section 2.2 – Fee Proposal

Proposer must provide their rental rate on Exhibit A – Proposal to Provide Leased Space and must provide the total rent for the first year of the lease. Any annual rent escalations may not exceed the lesser of the year-over-year increase in the consumer price index (CPI) published by the United States Bureau of Labor Statistics or 3%.

The rental rate must provide for a fully serviced lease including tenant improvements.

Landlord shall be responsible for providing all utilities and building services including maintenance, repairs, landscaping, pest control, custodial services, trash removal, snow removal and annual cleaning of windows, carpets and ductwork.

As specified in Exhibit B – Lease Agreement (Draft), the Authority shall pay to the Landlord rent (hereinafter referred to as the “Fixed Rent”) for the Premises as follows:

The Fixed Rent shall be paid in equal, consecutive monthly installments, commencing on the Commencement Date, and continuing on the first day of each and every month for the duration of the Term of the Lease. If the Tenant occupies the Premises for less than a full month, rent for that month shall be pro-rated.

Section 2.3 – Lease Agreement Term

The Agreement term shall commence once the appropriate approvals are obtained and shall terminate ten (10) years after commencement. The Authority shall have the option, at the mutual consent of the Landlord and the Authority, to renew the Agreement for two 5-year terms.

ARTICLE III – Proposal Requirements

Section 3.1 – Content of Proposal

The following is a list of the information that each Proposer must provide. The Authority reserves the right to, in its discretion, disqualify a quotation that does not include all of the information required below.

- 1) Exhibit A – Proposal to Provide Leased Space, completed and signed.
- 2) The resumes of key management and supervisory personnel, including the Primary Contact, Secondary Contact and Property Manager, who will be directly assigned to provide the services to the Authority and a description of the specific function each will perform. This information should include each individual's qualifying experience to perform the services assigned and his/her position and length of service with the Proposer.
- 3) A list of at least three (3) references.
- 4) Current floor plan of the space being offered, if available.

Other Required Materials – each proposal must include the following required materials, completed in their entirety and executed by the individual or individuals who signed the cover letter and are authorized to bind the Proposer contractually:

- 1) New York State Finance Law §§ 139-j and 139-k Disclosure of Prior Non-Responsibility Determinations (Supplement 1) – New York State Finance Law § 139- k requires that Proposers disclose findings of non-responsibility made within the previous four years by any governmental entity where such prior finding of non-responsibility was due to a violation of New York State Finance Law §139-j or the intentional provision of false or incomplete information to a governmental entity.
- 2) Certificate of Compliance with the Authority Guidelines Regarding Permissible Contacts During a Procurement and the Prohibition of Inappropriate Lobbying Influence (Supplement 2) – New York State Finance Law § 139- j requires that Proposers certify that they have read, understand and agree to comply with the Authority/Corporation Policy Regarding Permissible Contacts During a Procurement and the Prohibition of Inappropriate Lobbying Influence.

- 3) Vendor Assurance of No Conflict of Interest or Detrimental Effect (Supplement 3)
- 4) Certification Under Executive Order No. 16 Prohibiting State Agencies and Authorities from Contracting with Businesses Conducting Business in Russia (Supplement 4)

Section 3.2 – Submission of Proposal

There are two options for proposal submissions:

1. One original and one electronic copy of the proposal on a flash drive mailed to the following address:

NYS Thruway Authority
Attention: Caitlin Cady, Bureau of Purchasing
200 Southern Boulevard
Albany, NY 12209

Use staples only, do not use binders or covers when submitting a proposal.

In the event of a discrepancy between the original hard copy and the electronic version, the original hard copy shall prevail.

2. Electronic mail submission, which is encouraged. If submitting via e-mail, only one copy is required.

Authority requests that proposals be submitted via email to:

SYRDivisonRFQ@Thruway.ny.gov

Submissions will be locked to preserve the competitive process and only opened after the submission deadline has passed.

Proposals must be submitted on or before the due date for Proposals set forth in Section 1.2 of this RFQ.

The Authority is not obligated to accept any proposal received after the proposal due date. A Proposer may withdraw or modify a proposal any time prior to the proposal due date by sending written notification to the Authority Bureau of Purchasing contact named in Section 1.3. A Proposer may thereafter re-submit a previously withdrawn proposal if done so by the proposal due date.

The Authority shall not be liable for any costs incurred by a Proposer in the preparation of a proposal. By submitting a proposal, a Proposer accepts that it will not make any claims for or have any right to damages because of any misinterpretation or misunderstanding of the services requested or because of any lack of information.

All proposals submitted in response to this RFQ shall become the property of the Authority. A Proposer should mark those sections of its proposal that it believes contain proprietary information. The Authority reserves the right to make its own, independent determination as to whether material so marked is proprietary; the Authority will give proprietary treatment only to that material which it has determined to be proprietary. Further, the Authority's response to third party requests for information contained in a proposal shall be governed by New York State Public Officers Law Articles 6 and 6-A, as applicable. The return of proposals not selected for award shall be in the sole discretion of the Authority.

ARTICLE IV – Evaluation of Proposals

Section 4.1 – Overview

The Authority's objective is to obtain the space most advantageous to the Authority for the best value. Evaluation of proposals will be based on information in the proposals, site visits (if necessary) and clarifications requested and received by the Authority.

The Authority is not required to accept the lowest priced proposal and may, at its sole discretion, select or reject proposals solely on subjective value and ability to best meet the needs of the Authority.

Section 4.2 – Preliminary Review

All proposals will be reviewed to determine if they contain all of the required elements specified in this RFQ. The Authority reserves the right to, in its discretion, disqualify without further evaluation a proposal that does not meet all of the RFQ requirements.

Section 4.3 – Oral Presentations/Interviews/Facility Inspections

The Authority reserves the right to require some or all Proposers to give oral presentations regarding their proposals or to appear before the Authority for an interview. The Authority also reserves the right to require a facility inspection at a Proposer's location. The Authority shall not be liable for any costs a Proposer incurs in association with such presentations/interviews/inspections.

The purpose of the oral presentation/interview/facility inspection is to give the Authority an opportunity to pose any questions that may have arisen during the review process and to give the Proposer an opportunity to elaborate on how specific services will be furnished and its ability to deliver those services. In the event the Authority decides to implement this stage of the evaluation process, further information will be provided to affected Proposers.

Section 4.4 – Selection of Proposer(s)

The Authority, as best suits its interests, may at any time enter into contract negotiations with more than one Proposer. The Authority will notify those Proposer(s) so selected for contract negotiations.

The Authority will provide all Proposers with a Notice of Tentative Contract Award which indicates the successful Proposer(s) to which the Authority intends to award a Contract. An unsuccessful Proposer may request a debriefing with Authority staff to discuss the reasons that its proposal was not selected for an award. Such request for a debriefing must be submitted electronically via email to the Bureau of Purchasing contact named in Section 1.3 and must be made within 15 calendar days from the date of the Notice of Tentative Contract Award.

The Authority shall not be bound in any way to a Proposer until a formal written Agreement has been executed by the Authority's Executive Director after Thruway Authority Board approval. Upon execution of the Agreement, public announcements or news releases pertaining to the Agreement shall not be made without the Authority's prior written consent. Proposers are hereby on notice that generally the Authority will not grant permission for public announcements or news releases and will limit the use of the Authority's name by a Contractor to references only.

Section 4.5 – Additional Procurement Rights

By submission of a proposal, the Proposer acknowledges and agrees that the Authority reserves the right to:

1. Accept or reject any or all proposals received in response to this RFQ or withdraw any tentative awards made as a result of this Solicitation.
2. At any time, amend RFQ specifications to correct errors or oversights, and to supply additional information as it becomes available. All bidders should monitor the NYS Contract Reporter and/or the Authority website for any amendments, clarifications or additional information issued, if applicable.
3. Change any of the scheduled dates stated herein as noted above in section 1.2.
4. Disqualify proposals that fail to meet mandatory requirements.
5. Request any non-mandatory documents from Proposer.
6. Amend, modify, or withdraw this solicitation at any time and without notice or liability to any Proposer or other parties for expenses incurred in preparations of a proposal.
7. Make an award under the RFQ in whole, or in part, to one Proposer or multiple Proposers.
8. Use information obtained through site visits, management interviews and the Authority's investigation of a bidder's qualifications, experience, ability or financial standing, and any material or information submitted by the Proposer in response to the Authority's request for clarifying information in the course of evaluation and/or selection under this RFQ.
9. Prior to the opening of the RFQ, direct bidders to submit modifications to proposals based on RFQ amendments.
10. Clarify RFQ requests/components at any time in the best interest of the Authority.
11. Eliminate any mandatory, non-material specifications that cannot be complied with by all of the prospective bidders.
12. Waive any requirements that are not material.
13. Reject any proposal where the Authority finds that the Proposer is non-responsible under State Finance Law §§ 139-j or 139-k or another State agency or authority has found the Proposer non-responsible under State Finance Law §§ 139-j or 139-k within the prior four (4) years.
14. Require clarification at any time during the procurement process and/or require correction of any arithmetic or other apparent errors for the purpose of assuring a full and complete understanding of a Proposer's proposal and/or to determine a Proposer's compliance with the requirements of the RFQ.
15. Waive informalities and excuse minor irregularities contained in proposal submissions. This waiver shall in no way modify the RFQ or excuse a Proposer that enters into an Agreement with the Authority from full compliance with the RFQ.
16. Request that Proposers clarify elements in their proposals and submit revised proposals that incorporate such clarifications, if necessary.
17. Negotiate Agreement terms with the Proposer(s) that best serve the interests of the Authority, consistent with RFQ requirements, statutory requirements, and Authority policies and procedures.
18. Conduct contract negotiations with the next responsible bidder, should the Authority be unsuccessful in negotiating with the selected Proposer(s)/tentative awardee(s).

19. Request Best and Final Offers (BAFOs) from all Proposers that are determined to be eligible for Contract award.
20. Utilize any and all ideas submitted in the proposals received.
21. Unless otherwise specified in the solicitation, every offer is firm and irrevocable for a period of 180 days from the bid opening.
22. Contact any clients on the Proposer's client list and/or references furnished as part of the proposal, with the understanding that the Authority will keep such contacts confidential.
23. Utilize any internal knowledge about the Proposer obtained from prior performance under Authority contracts.

Section 4.6 - Grievance Policy

As indicated in Section 1.3, all questions or concerns regarding this RFQ must be directed to the Authority Bureau of Purchasing contact named in Section 1.3. If a Proposer believes that a question or concern has not been satisfactorily addressed, Proposer may obtain a copy of the Authority's Vendor Protest Procedure at <http://www.thruway.ny.gov/business/purchasing/vendor-protest.html> or by contacting the Chief Procurement Officer at P.O. Box 189, Albany, New York 12201-0189, Attn: Vendor Protest.

APPENDIX A

Standard Clauses

APPENDIX A

Standard Clauses For New York State Thruway Authority Contracts

The parties to the attached contract, license, lease, amendment or other agreement of any kind (“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 and its agents, successors and assigns, other than the Thruway Authority (“Authority”), whether a contractor, licensor, licensee, lessor, lessee or any other party):

1. NON-ASSIGNMENT CLAUSE. This contract may not be assigned by the Contractor nor may its right, title or interest therein be assigned, transferred, conveyed, subcontracted, sublet or otherwise disposed of without the previous consent, in writing, of the Authority and any attempts to assign the contract without the Authority’s written consent are null and void.

2. COMPTROLLER APPROVAL. Where required by law, this contract may require approval of the State Comptroller and shall not be valid until it has been approved by the State Comptroller and filed in its office.

3. WORKERS’ COMPENSATION AND DISABILITY BENEFITS. 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 State Workers’ Compensation Law. If employees will be working on, near or over navigable waters, a U.S. Longshore and Harbor Workers’ Compensation Act endorsement must be included.

4. NON-DISCRIMINATION REQUIREMENTS. To the extent required by Article 15 of the State 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 (including gender identity or expression), national origin, sexual orientation, military status, age, disability, predisposing genetic characteristics, marital status or domestic violence victim status or because the individual has opposed any practices forbidden under the Human Rights Law or has filed a complaint, testified, or assisted in any proceeding under the Human Rights Law. Furthermore, in accordance with State Labor Law §220-e, 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 State Labor Law §230, then, in accordance with §239 thereof, the 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. The Contractor is subject to fines of \$50 per person per day for any violation of State Labor Law §§220-e or 239 as well as possible termination of this contract and forfeiture of all moneys due hereunder for a second or subsequent violation.

5. WAGE AND HOURS PROVISIONS. If this is a public work contract covered by Article 8 of the State Labor Law or a building service contract covered by Article 9 thereof, neither the 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 State Labor Law and as set forth in prevailing wage and supplement schedules issued by the State Labor Department. Furthermore, the Contractor and its subcontractors must pay at least 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 State Labor Law. Additionally, effective April 28, 2008, if this is a public work contract covered by Article 8 of the New York State Labor Law, the Contractor understands and agrees that the filing of payrolls in a manner consistent with subdivision 3-a of §220 of the New York State Labor Law shall be a condition precedent to payment by the Authority of any Authority approved sums due and owing for work done on the project.

6. NON-COLLUSIVE BIDDING CERTIFICATION. In accordance with State Public Authorities Law §2878, if this contract was awarded based upon the submission of bids, the Contractor warrants, under penalty of perjury, that its bid was arrived at independently and without collusion aimed at restricting competition. The Contractor further warrants that, at the time the Contractor submitted its bid, an authorized and responsible person executed and delivered to the Authority a non-collusive bidding certification on the Contractor’s behalf.

7. INTERNATIONAL BOYCOTT PROHIBITION. In accordance with State Labor Law §220-f, if this contract exceeds \$5,000, the Contractor agrees, as a material condition of this 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 USC App. §§2401 et seq.) or regulations thereunder. If such Contractor, or any of the aforesaid affiliates of the 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 Authority within five (5) business days of such conviction, determination or disposition of appeal.

8. **SET-OFF RIGHTS.** The Authority shall have rights of set-off. These rights shall include, but not be limited to, the Authority'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 by the Contractor to the Authority with regard to this contract, or any other contract with the Authority, including any contract for a term commencing prior to the term of this contract, plus any amounts due and owing to the Authority for any other reason including, without limitation, monetary penalties, adjustments, fees, or claims for damages by the Authority and third parties in connection therewith.

9. **RECORDS.** The Contractor shall establish and maintain complete and accurate books, records, documents, accounts and other evidence directly pertinent to performance under this contract (collectively, "Records") for a period of six (6) years (or any other longer period required by law) following final payment or the termination of this contract, whichever is later, and any extensions thereto. The Authority, State Comptroller, State Attorney General and any other person or entity authorized to conduct an examination shall have access to the Records during normal business hours at an office of the Contractor within New York State, or, if no such office is available, at a mutually agreeable and reasonable venue within the State, during the contract term, any extensions thereof and said six (6) year period thereafter, for purposes of inspection, auditing and copying. As used in this clause, "termination of this contract" shall mean the later of completion of the work of the contract or the end date of the term stated in the contract. The Authority will take reasonable steps to protect from public disclosure those Records which are exempt from disclosure under State Public Officers Law §87 ("Statute") provided that: (i) the Contractor shall timely inform an appropriate Authority official, in writing, that said records should not be disclosed; (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 Authority's right to discovery in any pending or future litigation.

10. **IDENTIFYING INFORMATION AND PRIVACY NOTIFICATION.** 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 the

Authority 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 its invoice or New York State standard voucher, must give the reason or reasons why the payee does not have such number or numbers.

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 State Tax Law §5. Disclosure of this information by the seller or lessor to the Authority 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 State Commissioner of Taxation and Finance. The information will be used for tax administration purposes and for any other purpose authorized by law.

The above personal information is maintained at the New York State Thruway Authority, Department of Finance and Accounts, P.O. Box 189, Albany, New York 12201.

11. **EQUAL EMPLOYMENT OPPORTUNITIES FOR MINORITIES AND WOMEN.** In accordance with State Executive Law §312, if this contract is: (i) a written agreement or purchase order instrument, providing for a total expenditure in excess of \$25,000, whereby the Authority 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 Authority; or (ii) a written agreement in excess of \$100,000 whereby the Authority 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 whereby the owner of a State assisted housing project is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, or major repair or renovation of real property and improvements thereon for such project, then the following shall apply and by signing this contract the Contractor certifies and affirms that it is Contractor's equal employment opportunity policy that:

(a) The Contractor will not discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, age, disability, or marital status, and shall make and document its conscientious and active efforts to employ and utilize minority group members and women in its work force on Authority contracts 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. As used in this clause, "affirmative action" shall mean recruitment, employment, job assignment, promotion, upgrading, demotion, transfer, lay-off or termination, and rates of pay or other forms of compensation.

(b) At the request of the Authority, 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.

(c) The Contractor shall state, in all solicitations or advertisements for employees, that in the performance of this 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.

The Contractor shall include the provisions of (a), (b) and (c) above in every subcontract over \$25,000 for the construction, demolition, replacement, major repair, renovation, planning or design of real property and improvements thereon except where such 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. The Authority will consider compliance by a Contractor or its subcontractor with the requirements of any Federal law concerning equal employment opportunity which effectuates the purpose of this section. The Authority 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 Authority may waive the applicability of §312 of the Executive Law to the extent of such duplication or conflict. The Contractor shall comply with all duly promulgated and lawful rules and regulations of the Department of Economic Development's Division of Minority and Women's Business Development pertaining thereto.

12. 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.

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

14. LATE PAYMENT. Timeliness of payment and any interest to be paid to the Contractor for late payment shall be governed by State Public Authorities Law §2880 and 21 NYCRR Part 109.

15. 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.

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

17. PROHIBITION ON PURCHASE OF TROPICAL HARDWOODS. The Contractor certifies and warrants that all wood products to be used under this contract will be in accordance with, but not limited to, the specifications and provisions of State Finance Law §165 (Use of Tropical Hardwoods) which prohibits purchase and use of tropical hardwoods, unless specifically exempted, by the State or any governmental agency or political subdivision or public benefit corporation. Qualification for an exemption under this law will be the responsibility of the Contractor to establish to meet with the approval of the Authority.

In addition, when any portion of this contract involving the use of woods, whether supply or installation, is to be performed by any subcontractor, the prime Contractor will indicate and certify in the submitted bid proposal that the subcontractor has been informed and is in compliance with specifications and provisions regarding use of tropical hardwoods as detailed in State Finance Law §165. Any such use must meet with the approval of the Authority; otherwise, the bid may not be considered responsive. Under bidder certifications, proof of qualification for exemption will be the responsibility of the Contractor to meet with the approval of the Authority.

18. MACBRIDE FAIR EMPLOYMENT PRINCIPLES. In accordance with the MacBride Fair Employment Principles (Chapter 807 of the Laws of 1992), the Contractor hereby stipulates that the Contractor either (a) has no business operations in Northern Ireland, or (b) shall take lawful steps in good faith to conduct any business operations in Northern Ireland in accordance with the MacBride Fair Employment Principles (as described in State Finance Law §165), and shall permit independent monitoring of compliance with such principles.

19. OMNIBUS PROCUREMENT ACT OF 1992. It is the policy of New York State to maximize opportunities for the

participation of New York State business enterprises, including minority and women-owned business enterprises as bidders, subcontractors and suppliers on its procurement contracts.

Information on the availability of New York State subcontractors and suppliers is available from:

NYS Department of Economic Development
Division for Small Business
30 South Pearl Street – 7th Floor
Albany, NY 12245
Phone: (518) 292-5220
Fax: (518) 292-5884
<http://www.esd.ny.gov>

A directory of certified minority and women-owned business enterprises is available from:

NYS Department of Economic Development Minority and Women's Business Development Division
30 South Pearl Street – 2nd Floor
Albany, NY 12245
Phone: (518) 292-5250
Fax: (518) 292-5803
<http://www.esd.ny.gov>

The Omnibus Procurement Act of 1992 requires that by signing this bid proposal or contract, as applicable, the Contractor certifies that whenever the total bid amount is greater than \$1 million:

(a) The Contractor has made reasonable efforts to encourage the participation of New York State Business Enterprises as suppliers and subcontractors, including certified minority and women-owned business enterprises, on this project, and has retained the documentation of these efforts to be provided upon request to the Authority;

(b) The Contractor has complied with the Federal Equal Opportunity Act of 1972 (P.L. 92-261), as amended;

(c) The Contractor agrees to make reasonable efforts to provide notification to New York State residents of employment opportunities on this project through listing any such positions with the Job Service Division of the NYS Department of Labor, or providing such notification in such manner as is consistent with existing collective bargaining contracts or agreements. The Contractor agrees to document these efforts and to provide said documentation to the Authority upon request; and

(d) The Contractor acknowledges notice that the Authority may seek to obtain offset credits from foreign countries as a result of this contract and agrees to cooperate with the Authority in these efforts.

20. RECIPROCITY AND SANCTIONS PROVISIONS. Bidders are hereby notified that if their principal place of business is located in a country, nation, province, state or

political subdivision that penalizes New York State vendors, and if the goods or services they offer will be substantially produced or performed outside New York State, the Omnibus Procurement Act 1994 and 2000 amendments (Chapters 684 and 383, respectively) require that they be denied contracts which they would otherwise obtain. Contact the Department of Economic Development, Division for Small Business, 30 South Pearl Street, Albany, New York 12245, for a current list of jurisdictions subject to this provision. NOTE: As of October 2019, the list of discriminatory jurisdictions subject to this provision includes the states of South Carolina, Alaska, West Virginia, Wyoming, Louisiana and Hawaii.

21. NON-PUBLIC PERSONAL INFORMATION. The Contractor shall comply with the provisions of the New York State Information Security Breach and Notification Act (General Business Law §899-aa; State Technology Law §208). In addition to any relief or damages that may be imposed pursuant to the provisions of this Act, the Contractor shall be liable for the costs imposed upon the Authority which are associated with breach of the Act if caused by Contractor's negligent or willful acts or omissions, or the negligent or willful acts or omissions of the Contractor's agents, officers, employees or subcontractors.

22. IRAN DIVESTMENT ACT. In accordance with State Public Authorities Law §2879-c, if this is a contract for work or services performed or to be performed, or goods sold or to be sold, the Contractor subscribes and affirms, under penalty of perjury, that: by signing this contract, each person and each person signing on behalf of any other party certifies, and in the case of a joint bid 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 §165-a of the State Finance Law, entitled "Entities Determined to be Non-Responsive Bidders/Offerers pursuant to the New York State Iran Divestment Act of 2012" ("Prohibited Entities List") posted at: <https://ogs.ny.gov/list-entities-determined-be-non-responsive-biddersofferers-pursuant-nys-iran-divestment-act-2012>.

For the purposes of this clause, the term "person" shall be as defined in subdivision (1)(e) of §165-a of the State Finance Law.

Contractor further certifies that it will not utilize on this contract any subcontractor that is identified on the Prohibited Entities List. Contractor agrees that should it seek to renew or extend this contract, it must provide the same certification at the time the contract is renewed or extended. Contractor also agrees that any proposed Assignee of this contract will be required to certify that it is not on the Prohibited Entities List before the contract assignment will be approved by the Authority.

During the term of the contract, should the Authority receive information that a person (as defined in State Finance Law § 165-a) is in violation of the above-referenced certifications, the Authority will review such information and offer the person an opportunity to respond. If the person fails to demonstrate that it has ceased its engagement in the investment activity which is in violation of the Act within 90 days after the determination of such violation, then the Authority shall take such action as may be appropriate and provided for by law, rule, or contract, including, but not limited to, imposing sanctions, seeking compliance, recovering damages, or declaring the Contractor in default.

23. OBSERVANCE OF LAWS. The Contractor agrees to observe all applicable Federal, State and local laws and regulations, and to procure all necessary licenses and permits.

24. NO WAIVER OF PROVISIONS. The Authority's failure to exercise or delay in exercising any right or remedy under this contract shall not constitute a waiver of such right or remedy or any other right or remedy set forth therein. No waiver by the Authority of any right or remedy under this contract shall be effective unless made in a writing duly executed by an authorized officer of the Authority, and such waiver shall be limited to the specific instance so written and shall not constitute a waiver of such right or remedy in the future or of any other right or remedy under this contract.

25. ENTIRE AGREEMENT. This contract, together with this Appendix A and any other appendices, attachments, schedules or exhibits, constitutes the entire understanding between the parties and there are no other oral or extrinsic understandings of any kind between the parties. This contract may not be changed or modified in any manner except by a subsequent writing, duly executed by the parties thereto.

26. ADMISSIBILITY OF REPRODUCTION OF CONTRACT. Notwithstanding the best evidence rule or any other legal principle or rule of evidence to the contrary, the Contractor acknowledges and agrees that it waives any and all objections to the admissibility into evidence at any court proceeding or to the use at any examination before trial of an electronic reproduction of this contract, in the form approved by the State Comptroller, if such approval was required, regardless of whether the original of said contract is in existence.

27. CERTIFICATION OF REGISTRATION TO COLLECT SALES AND COMPENSATING USE TAX BY CERTAIN STATE CONTRACTORS, AFFILIATES AND SUBCONTRACTORS. To the extent this agreement is a contract as defined by Tax Law § 5-a, if the Contractor fails to make the certification required by Tax Law § 5-a or if during the term of the contract, the Department of Taxation and Finance or the Authority, as defined by Tax Law § 5-a, discovers that the certification, made under penalty of perjury, is false, then such failure to file or false certification shall be a

material breach of this contract and this contract may be terminated, by providing written notification to the Contractor in accordance with the terms of the agreement, if the Authority determines that such action is in the best interest of the Authority.

28. CONTRACT INVOLVING STEEL PRODUCTS. Contracts involving steel products are subject to Public Authorities Law § 2603-a, and steel products to be provided or incorporated by Contractor must be produced or made in whole or substantial part in the United States as set forth therein.

EXHIBIT 1

Thruway Authority Guidelines Regarding Permissible
Contacts During a Procurement and
the Prohibition of Inappropriate Lobbying Influence

New York State Thruway Authority

Guidelines Regarding Permissible Contacts During a Procurement and the Prohibition of Inappropriate Lobbying Influence

Chapter 1 of the Laws of 2005, as amended (referred to as the “Lobbying Law”), enacted major changes to the Legislative Law and State Finance Law relative to lobbying on government procurements and procurement contracts. The Lobbying Law created two new sections in the State Finance Law: Section 139-j addresses restrictions on “contacts” during the procurement process; and Section 139-k addresses the disclosure of contacts and the responsibility of offerers¹ during the procurement process. In this regard, a procurement contract means a contract or agreement (including an amendment, extension, renewal or change order to an existing contract where such amendment, extension, renewal or change order is not authorized and payable under the terms of the contract) involving an estimated annual expenditure in excess of \$15,000 for a commodity, service, technology, public work or construction; purchase, sale, lease or acquisition of real property; or revenue contract.

In conformity with the Lobbying Law, during the restricted period² for an Authority procurement, an offerer may only make permissible “contacts” regarding such procurement, which means that the offerer shall contact only the Authority designated contact person(s) for that procurement. In this regard, “contact” means any oral, written or electronic communication with a governmental entity under circumstances where a reasonable person would infer that the communication was intended to influence the governmental entity’s conduct or decision regarding the Authority procurement. Exceptions to this rule include:

- submission of a written proposal in response to a Request for Proposals (RFP), Invitation for Bids (IFB) or any other solicitation method;
- submission of written questions as part of an RFP, IFB or other solicitation method where all written questions and written responses will be provided to all offerers;
- participation in a pre-proposal or pre-bid demonstration, conference or other exchange of information open to all bidders scheduled as part of an RFP, IFB or other solicitation process;

¹ An individual or entity, or any employee, agent, consultant or person acting on behalf of such individual or entity, that contacts the Authority about a procurement during the restricted period whether or not the caller has a financial interest in the outcome of the procurement. A governmental agency or its employees that communicates with the Authority regarding a procurement in the exercise of its oversight duties shall not be considered an offerer.

² The period of time commencing with the earliest written notice, advertisement or solicitation of a Request for Proposals (RFP), Invitation for Bids (IFB), or solicitation of proposals, or any other method for soliciting responses from offerers intending to result in a procurement contract with the Authority, and ending with the final contract award and approval by the Authority, and, where applicable, the State Comptroller.

- written complaints that the Authority designated contact for a procurement fails to respond in a timely manner to authorized offerer contacts;
- negotiation of procurement contract terms with the Authority following tentative award;
- contacts between designated Authority staff and an offerer to request the review of a procurement contract award;
- communications with the Authority regarding an appeal, protest or other review of a procurement, participation in an administrative or judicial proceeding regarding a procurement and complaints regarding a procurement made to the Attorney General, Inspector General, District Attorney or State Comptroller;
- communications between Authority staff and offerers that solely address the determination of vendor responsibility.
- communications relating to the Authority's procurement made pursuant to State Finance Law Section 162(1) undertaken by (i) the non-profit-making agencies appointed pursuant to Section 162(6)(e) by the Commissioner of the Office of Children and Family Services, the Commission for the Blind or the Commissioner of Education, and (ii) the qualified charitable non-profit-making agencies for the blind, and qualified charitable non-profit-making agencies for other severely disabled persons as identified in Section 162(2); provided, however, that any communications which attempt to influence the issuance or terms of the specifications that serve as the basis or bid documents, RFPs, IFBs, solicitations of proposals, or any other method for soliciting a response from offerers intending to result in a procurement contract with the Authority shall not be exempt;
- complaints by a Minority and Women-owned Business Enterprise (MWBE) entity to the MWBE statewide advocate concerning the Authority's failure to comply with the requirements of Executive Law Section 315; and,
- communications between the MWBE statewide advocate and the Authority in furtherance of the MWBE statewide advocate pursuant to Executive Law Section 312-a.

An offerer shall not, under any circumstance, attempt to influence an Authority procurement in a way that violates or attempts to violate: Public Officers Law Section 73(5), relating to gifts intended to influence; or Public Officers Law Section 74, relating to the code of ethics for employees of state agencies, public authorities and public benefit corporations, members of the New York State Legislature and Legislative employees.

An offerer who contacts the Authority designated contact person for a procurement during the restricted period must be prepared to provide the following information: name, address, telephone number, place of principal employment and occupation of the person or organization making the contact and whether the person/organization making the contact is the offerer or is retained, employed or designated by or on behalf of the offerer to appear before or contact the Authority about the procurement.

An offerer that submits a proposal, bid or other response to an Authority RFP, IFB or other solicitation method must: certify that it understands and agrees to comply with these Guidelines regarding permissible contacts during a procurement and the prohibition of inappropriate lobbying influence; and disclose whether any governmental entity has, within the prior four (4) years, found the offerer non-responsible due to a violation of the Lobbying Law or the intentional provision of false or incomplete information. Further, all Authority procurement contracts will contain: a certification by the offerer that all information provided to the Authority

with respect to the Lobbying Law is complete, true and accurate; and a provision authorizing the Authority to terminate the contract in the event such certification is found to be intentionally false or incomplete.

The Authority will investigate all allegations of violations of the Authority Guidelines regarding permissible contacts during a procurement and the prohibition of inappropriate lobbying influence. A finding that an offerer has knowingly and willfully committed such a violation may result in a determination that the offerer and its subsidiaries are non-responsible and therefore ineligible for award of the procurement contract. A second determination of non-responsibility for such a violation within four (4) years of the first such determination shall render the offerer and its subsidiaries ineligible to submit a bid or proposal or be awarded a procurement contract for four (4) years from the date of the second determination. The Authority will notify the New York State Office of General Services of any determinations of non-responsibility or debarments due to violations of the Lobbying Law.

These Guidelines and related forms are available on the Authority's website, www.thruway.ny.gov, under Doing Business; Purchasing Services - Law, Policies and Procedures. Copies of Sections 73 and 74 of the Public Officer's Law are also available on the Joint Commission on Public Ethics website, www.jcope.ny.gov, under Laws. If you require further guidance on the Lobbying Law, you are encouraged to visit the Advisory Council on Procurement Lobbying website at <https://ogs.ny.gov/acpl>, where the Lobbying Law and the Guidelines on Procurement Lobbying (Frequently Asked Questions) adopted by the Council are posted.

SUPPLEMENT 1

New York State Finance Law Sections §§ 139-j and 139-k
Disclosure of Prior
Non-Responsibility Determinations



**New York State Finance Law Sections 139-j and 139-k
Disclosure of Prior Non-Responsibility Determinations**

Contract/Project/Transaction Description:

Contract # (if applicable): _____ Date: _____

Name of Offerer/Applicant: _____

Address: _____

Name and Title of Person Submitting this Form
(if different from above): _____

Has any governmental entity* made a finding of non-responsibility regarding the Offerer/Applicant in the previous four years where:

the basis for the finding of the Offerer/Applicant's non-responsibility was due to a violation of State Finance Law Section 139-j?

☐ No

☐ Yes

the basis for the finding of the Offerer/Applicant's non-responsibility was due to the intentional provision of false or incomplete information to a governmental entity?

☐ No

☐ Yes

If yes, please provide details regarding the finding of non-responsibility below.

Governmental Entity: _____

Date of Finding of Non-responsibility: _____

Basis of Finding of Non-responsibility (attach additional sheets if necessary):

Offerer certifies that all information provided to the Governmental Entity with respect to State Finance Law Section 139-k is complete, true and accurate.

By:

Signature

Date

Name (please print)

() -
Telephone No.

Title

* A "governmental entity" is: (1) any department, board, bureau, commission, division, office, council, committee or officer of New York State, whether permanent or temporary; (2) each house of the New York State Legislature; (3) the unified court system; (4) any public authority, public benefit corporation or commission created by or existing pursuant to the Public Authorities Law; (5) any public authority or public benefit corporation, at least one of whose members is appointed by the Governor or who serves as a member by virtue of holding a civil office of the State; (6) a municipal agency, as that term is defined in paragraph (ii) of subdivision (s) of section one-c of the Legislative Law; or (7) a subsidiary or affiliate of such a public authority.

For engineering agreements and construction contracts, submit this form to the Department of Engineering, 200 Southern Blvd., Albany, 12209. All other form submissions should be forwarded to the address listed on the solicitation material or application.

If you have any questions, please call the contact person listed on the solicitation material or application.

SUPPLEMENT 2

Certificate of Compliance with the Authority Guidelines
Regarding Permissible Contacts During a Procurement and
the Prohibition of Inappropriate Lobbying Influence

**Thruway
Authority**200 Southern Blvd.
Albany, NY 12209**CERTIFICATE OF COMPLIANCE WITH THE AUTHORITY GUIDELINES REGARDING
PERMISSIBLE CONTACTS DURING A PROCUREMENT AND THE PROHIBITION OF
INAPPROPRIATE LOBBYING INFLUENCE**

To protect the integrity and fairness of the procurement process and maintain public confidence in the Thruway Authority's (Authority) stewardship role, all Authority procurement decisions must be based on the merits of proposals, free of any inappropriate lobbying influence. Toward that end, the Authority has adopted Guidelines Regarding Permissible Contacts During a Procurement and the Prohibition of Inappropriate Lobbying Influence (TAP-335), Guidelines with which all vendors/firms/proposers must comply. A copy of these Guidelines is available in the Purchasing Services section of the Authority's website at www.thruway.ny.gov. Further, Authority funds may not be used to reimburse a vendor/firm for its outside lobbying expenses. Authority payments made under a contract cannot be used to pay outside lobbying costs and a vendor/firm is prohibited from seeking reimbursement of such costs.

Certification

The undersigned certifies that the vendor/firm/proposer has read, understands and agrees to comply with the Authority Guidelines Regarding Permissible Contacts During a Procurement and the Prohibition of Inappropriate Lobbying Influence (TAP-335). Further, the undersigned certifies that the vendor/firm/proposer will not utilize Authority payments made under a contract or agreement, including an amendment, extension, renewal or change order to an existing contract, to pay outside lobbying expenses and will not seek reimbursement of such costs. The undersigned also certifies that he or she is authorized to bind the vendor/firm/proposer contractually.

Contract No.

Description

Vendor/Firm Name

Telephone No.

Print Name

Title

Signature

Date

SUPPLEMENT 3

Vendor Assurance of No Conflict of Interest
or Detrimental Effect

Vendor Assurance of No Conflict of Interest or Detrimental Effect

The undersigned entity ("Firm"), offering to provide services pursuant to this RFQ, as a contractor, joint venture contractor, subcontractor, or consultant, attests that its performance of the services outlined in this RFQ does not and will not create any actual or potential conflict of interest or appearance of impropriety, nor position the Firm to breach any other contract currently in force, with the New York State Thruway Authority ("Authority").

Furthermore, the Firm attests that it will not act in any manner that is detrimental to any Authority project on which the Firm is rendering services. Specifically, the Firm attests and certifies that:

1. The fulfillment of obligations by the Firm, as proposed in the response, does not and will not violate any existing contracts or agreements between the Firm and the Authority;
2. The fulfillment of obligations by the Firm, as proposed in the response, does not and will not create any appearance of impropriety or actual or potential conflict of interest, or any perception thereof, with any current role or responsibility that the Firm has with regard to any existing contracts or agreements between the Firm and the Authority;
3. The fulfillment of obligations by the Firm, as proposed in the response, does not and will not compromise the Firm's ability to carry out its obligations under any existing contracts between the Firm and the Authority;
4. The fulfillment of any other contractual obligations that the Firm has with the Authority will not affect or influence its ability to perform under any contract with the Authority resulting from this RFQ;
5. During the negotiation and execution of any contract resulting from this RFQ, the Firm will not knowingly take any action or make any decision which creates a potential for conflict of interest or might cause a detrimental impact to the Authority as a whole including, but not limited to, any action or decision to divert resources from one Authority project to another;
6. In fulfilling obligations under each of its Authority contracts, including any contract which results from this RFQ, the Firm will act in accordance with the terms of each of its Authority contracts and will not knowingly take any action or make any decision which might cause a detrimental impact to the Authority as a whole including, but not limited to, any action or decision to divert resources from one Authority project to another;
7. No former officer or employee of the Authority or the State of New York ("State") who is now employed by the Firm, nor any former officer or employee of the Firm who is now employed by the Authority or the State, has played a role with regard to the

administration of this contract procurement in a manner that may violate section 73(8)(a) of the New York State Public Officers Law; and

8. The Firm has not and shall not offer to any employee, member or director of the Authority any gift, whether in the form of money, service, loan, travel, entertainment, hospitality, thing or promise, or in any other form, under circumstances in which it could reasonably be inferred that the gift was intended to influence said employee, member or director, or could reasonably be expected to influence said employee, member or director, in the performance of the official duty of said employee, member or director, or was intended as a reward for any official action on the part of said employee, member or director.

The Firm expressly understands, acknowledges, and agrees that the Authority recognizes that conflicts may occur in the future because the Firm may have existing or new relationships. The Firm hereby expressly acknowledges and agrees it shall have a continuing affirmative duty and obligation to notify the Authority immediately of any actual or potential conflicts of interest or the perception thereof, and that failure to promptly provide such notice and information may serve as a basis for termination by the Authority of any Agreement resulting from this RFQ. The Authority will review the nature of any such new relationship and reserves the right to reject the Firm's proposal in response to the RFQ, or to terminate any contract resulting from this RFQ for any reason, including for cause if, in its judgment, a real or potential conflict of interest cannot be cured.

This form must be signed by an authorized executive or legal representative with the authority to bind its organization.

Name of Firm

Name of Signatory

Title of Signatory:

Signature:

Date:

SUPPLEMENT 4

Certification Under Executive Order No. 16
Prohibiting State Agencies and Authorities from Contracting
with Businesses Conducting Business in Russia

Certification Under Executive Order No. 16

Prohibiting State Agencies and Authorities from Contracting with Businesses Conducting Business in Russia

Executive Order No. 16 provides that “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.” The complete text of Executive Order No. 16 can be found [here](#).

The Executive Order remains in effect while sanctions imposed by the federal government are in effect. Accordingly, vendors who may be excluded from award because of current business operations in Russia are nevertheless encouraged to respond to solicitations to preserve their contracting opportunities in case the sanctions are lifted during a solicitation or even after award in the case of some solicitations.

As defined in Executive Order No. 16, 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.

Is Vendor an entity conducting business operations in Russia, as defined above? Please answer by checking one of the following boxes:

1. No, Vendor does not conduct business operations in Russia within the meaning of Executive Order No. 16.
- 2.a. Yes, Vendor conducts business operations in Russia within the meaning of Executive Order No. 16 but has taken steps to wind down business operations in Russia or is in the process of winding down business operations in Russia. (Please provide a detailed description of the wind down process and a schedule for completion.)
- 2.b. Yes, Vendor conducts business operations in Russia within the meaning of Executive Order No. 16 but only to the extent necessary to provide vital health and safety services within Russia or to comply with federal law, regulations, executive orders, or directives. (Please provide a detailed description of the services being provided or the relevant laws, regulations, etc.)
3. Yes, Vendor conducts business operations in Russia within the meaning of Executive Order No. 16.

The undersigned certifies under penalties of perjury that they are knowledgeable about the Vendor’s business and operations and that the answer provided herein is true to the best of their knowledge and belief.

Vendor Name: _____
(legal entity)

By: _____
(signature)

Name: _____

Title: _____

Date: _____

EXHIBIT A

Proposal to Provide Leased Space



EXHIBIT A

PROPOSAL TO PROVIDE LEASED SPACE

RFQ#:	25C10 - Lease of Syracuse Office Space	Inquiries to:	Caitlin Cady Caitlin.Cady@thruway.ny.gov (518)436-3061
RFQ Issue Date:	March 18, 2025		
QUOTE DUE DATE*:	1:00 PM, April 15, 2025	Time and date of Pre-Bid Meeting:	Not Applicable
Contract Term:	Ten (10) year lease with two 5-year extensions with mutual consent of the vendor and the Authority.		

*Proposal/Quotation **MUST** be received by the Authority prior to the Quote Due Date.

INSTRUCTIONS/INFORMATION

1. The preferred method for proposal/quotation submissions is by email to SYRDivisonRFQ@Thruway.ny.gov. However, there are two options for proposal submissions, please see RFQ Section 3.2 for details.
2. IF YOU ARE NOT SUBMITTING A PROPOSAL/QUOTATION, please note your response below, furnish the firm name and an authorized signature, and return only this sheet. Follow the instructions for submission in the downloaded document package.

☐ NO BID because we cannot furnish the product/service specified. Please delete us from the list of bidders for this commodity group. (No other commodity group will be affected.)

☐ NO BID for the following reason: _____

BY SUBMISSION OF THIS PROPOSAL, THE PROPOSER AGREES:

1. To the full knowledge and acceptance of all of the requirements of this RFQ (to include but not be limited to the Terms and Conditions, General Specification, Appendix A, Detailed Specification and any addenda). The person signing is an individual of the firm that is authorized to bind the firm contractually. The firm's name must be shown below on this form.
2. The Proposer is ready, willing and able to provide the proposers services in a timely manner upon reasonable notice.
3. In accordance with State Public Authorities Law §2878, Proposer certifies, under penalty of perjury, that its quote was arrived at independently and without collusion aimed at restricting competition.
4. I acknowledge and agree that this quote constitutes a firm offer for a period of NINETY (90) DAYS after the quote due date or longer by mutual agreement.

Firm name		Federal Tax ID no.
Street Address		City/State/Zip
Area Code/Telephone (800 if available)	Fax	E-mail
Print Name		Title
Signature		Date

PROPOSAL TO PROVIDE LEASED SPACE

MONTHLY RENT:

<u>Total rentable sq. ft.</u>	<u>Price per rentable sq.ft</u>	<u>Monthly Rent</u>	<u>Total Rent for First Year</u>
	\$	\$	\$

ESCALATION, IF ANY

Describe any annual rent escalation:

INCENTIVES, IF ANY

Describe any incentives:

FACILITY NAME AND LOCATION:

RENTABLE SQUARE FEET

Amount of rentable square feet estimated to accommodate the program described in the RFQ:

Square footage to be occupied:

PARKING

Number of Spaces available:

Number of spaces available exclusively to the Authority:

AGE OF FACILITY:

BUILDING INFORMATION

Approximate usable sq. ft.:

Average ceiling height.:

Does the building contain friable asbestos?

☐ Yes ☐ No

If yes, is the asbestos managed under a plan prepared by a licensed asbestos planner?

☐ Yes ☐ No

If yes, is a copy of the plan available for review?

☐ Yes ☐ No

SECURITY

Describe facility and exterior security:

SIGNAGE

Describe interior and exterior signage included, or available:

CONTACTS

Provide resumes for key management and supervisory personnel, including the Primary Contact, Secondary Contact and Property Manager, who will be directly assigned to provide the services to the Authority and a description of the specific function each will perform. This information should include each individual's qualifying experience to perform the services assigned and his/her position and length of service with the Proposer.

Facility Owner/Agent:

Street Address:

Phone Number:

Property Manager:

Phone Number:

Primary Contact:

Phone Number:

Secondary Contact:

Phone Number:

Additional Key Management &
Supervisor Personnel (Name, Title)

EXHIBITS

Include current floor plan of the space being offered, if available.

EXISTING THIRD-PARTY OCCUPANTS OF THE BUILDING

List any third-party occupants currently located in or using the building, indicating whether such occupants would remain in the building after the execution of a lease (if selected):

REFERENCES

Provide a list of at least three (3) references

OTHER:

Proposer must agreement to one of the following statements:

- ☐ If awarded the Agreement, the Proposer’s provision of services to the Authority will not create any actual or potential conflict of interest or appearance of impropriety. Indicate what procedures will be followed to detect, notify the Authority of, and resolve any such conflicts; or
- ☐ The identity of any existing or contemplated relationship with any other person or entity, including relationships with any member, shareholders of 5% or more, parent, subsidiary, or affiliated firm, which would constitute an actual or potential conflict of interest or appearance of impropriety, relating to other clients/customers of the Proposer or former officers and employees of the Authority, in connection with rendering services enumerated in the RFQ. If a conflict does or might exist, a description of how the Proposer would eliminate or prevent it. Indicate what procedures will be followed to detect, notify the Authority of, and resolve any such conflicts.

Check Yes/No if the following statement is true/false: ☐ Yes ☐ No

Neither the Proposer, nor any of its members, shareholders of 5% or more, parents, affiliates, or subsidiaries, have been the subject of any investigation or disciplinary action by the New York State Commission on Ethics and Lobbying in Government or its predecessor State entities (collectively, “Commission”);

If Yes, please provide A brief description of the investigation or disciplinary action by the Commission, including an indication of how any matter before the Commission was resolved or whether it remains unresolved.

PROPOSERS, PLEASE NOTE:

In addition to this Exhibit A – Proposal to Provide Leased Space, Proposers **must** complete and submit the following forms with their quote:

SUPPLEMENT 1	New York State Finance Law §§ 139-j and 139-k Disclosure of Prior Non-Responsibility Determinations (TA-W3053)
SUPPLEMENT 2	Certificate of Compliance with the Authority Guidelines Regarding Permissible Contacts During a Procurement and the Prohibition of Inappropriate Lobbying Influence (TA-W2111)
SUPPLEMENT 3	Vendor Assurance of No Conflict of Interest or Detrimental Effect
SUPPLEMENT 4	Certification Under Executive Order No. 16 Prohibiting State Agencies and Authorities from Contracting with Businesses Conducting Business in Russia

EXHIBIT B

Lease Agreement (Draft)

**NEW YORK STATE THRUWAY AUTHORITY
200 SOUTHERN BOULEVARD
ALBANY, NY 12209
P.O. Box 189
ALBANY, NY 12201-0189**

AGREEMENT OF LEASE

Syracuse Division Office

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AGREEMENT OF LEASE

This agreement of lease (hereinafter referred to as the "Lease") is made this _____ day of _____ in the year 2025 by and between _____ having a principal place of business located at _____, (hereinafter referred to as the "Landlord"), and The New York State Thruway Authority, a public corporation organized and existing pursuant to Article 2, Title 9 of the New York State Public Authorities Law, as amended, whose principal office is located at 200 Southern Boulevard, Albany, New York 12209, Mailing Address: 200 Southern Boulevard, Albany, New York P.O. Box 189, Albany, NY 12201-0189 (hereinafter referred to as the "Authority" or the "Tenant"). The foregoing may be hereinafter referred to individually as a "Party" and collectively as the "Parties."

WHEREAS, the Tenant is statutorily responsible for financing, constructing, reconstructing, improving, developing, maintaining, and operating a 570-mile superhighway system known as the Thruway; and

WHEREAS, in furtherance of these responsibilities, the Tenant has need for office space in the Syracuse, NY area; and

WHEREAS, Landlord desires to enter into a new lease covering the office space at _____ with the Tenant (described in Section 1), and Tenant desires to lease said office space at said address; and

WHEREAS, the Authority Board constituting the Tenant, pursuant to Resolution No. **X**, adopted at Authority Meeting No. **X**, held on **X**, 2025, authorized the Executive Director of the Tenant, or his designee, to execute this Agreement of Lease (hereinafter the "Lease") on behalf of the Tenant; and

WITNESSETH, the Parties hereto for the considerations set forth herein covenant and agree as follows:

1. LETTING / PREMISES / USE

The Landlord hereby leases and grants exclusive possession to the Tenant, and the Tenant hereby hires from the Landlord approximately **TBD (X)** rentable square feet of the building (hereinafter referred to as the "Building") located at _____ as shown on the plan designated "Premises Floor Plan", which is annexed to this Lease as Exhibit "1" (hereinafter referred to as the "Premises" or the "Demised Premises"). The Demised Premises shall be used for office purposes by the Authority and shall be accessible at all times.

2. TERM

The term (hereinafter referred to as the "Term" or the "Lease Term") of this Lease Agreement shall commence on **TBD** 2025, (hereinafter referred to as the "Commencement Date") and shall expire, unless sooner terminated, on **TBD**, 2035, (hereinafter referred to as the "Expiration Date")

or the "Termination Date") as the same may be modified pursuant to Section 7 of this Lease.

3. FIXED RENT

The Tenant shall pay to the Landlord rent (hereinafter referred to as the "Fixed Rent") for the Premises as follows per the rates: **TBD**

The Fixed Rent shall be paid in equal, consecutive monthly installments, commencing on the Commencement Date, and continuing on the first day of each and every month for the duration of the Term of the Lease. If the Tenant occupies the Premises for less than a full month, rent for that month shall be pro-rated.

In order to receive payment, the Landlord shall provide invoices for the Fixed Rent to the Tenant, invoices shall be submitted electronically via e-mail to payable@thruway.ny.gov.

Invoices must contain all information and supporting documents required by this Lease and the Tenant.

In order to receive payment, Landlord must enroll as a Supplier with the Tenant. To enroll the Landlord must submit a NYS Thruway Authority Supplier Registration form and W-9. The forms should be returned to the Tenant at:

New York State Thruway Authority Attn: Supplier Management
PO Box 189
Albany, NY 12201-0189

These forms are available on the Thruway Authority's website at <http://www.thruway.ny.gov/business/purchasing/isupplier/index.html>. Questions about the forms may be emailed to suppliermgmt@thruway.ny.gov or made by phone to (518)436-2859.

Landlords are asked to accept electronic payments. Landlord shall comply with the Authority's procedures to authorize electronic payments. Authorization forms are available at the Authority's website at <http://www.thruway.ny.gov/business/purchasing/epayments/index.html>, by e-mail at suppliermgmt@thruway.ny.gov or by telephone at (518) 436-2859.

The Landlord represents and expressly agrees that this Lease is a full service lease and that all costs, charges, and expenses associated with the Lease of the Demised Premises are included in the Fixed Rent, including, but not limited to, maintenance and repairs, landscaping, pest control, custodial services, trash and snow removal, annual cleaning of windows, carpets and ductwork, utility costs, insurance costs and operating costs and that same shall be the sole responsibility of the Landlord and that the Tenant shall not be liable for any additional costs, charges or expenses on account thereof, except as provided in Section 4 (Escalation/Taxes) below.

4. TAX ESCALATIONS

- a. As used herein:

1. The term "Base Year" shall mean:

The **TBD** calendar year for County, City, Town, and Village real estate taxes that may thereafter be levied or assessed against the land and Building of which the Premises form a part; or

The twelve (12) month period commencing on July 1, **TBD** for School District real estate taxes that may thereafter be levied or assessed against the land and Building of which the Premises form a part.

2. The term "Escalation Year" shall mean each twelve- month period (or portion thereof within the Term or any extension thereof) the first day of which shall commence on the first day immediately following the end of the Base Year. Each successive Escalation Year shall commence on the anniversary of the immediately preceding Escalation Year.
3. The term "Taxes" shall mean all real estate taxes (including all town, county, and school taxes and other charges shown on the town, county and school tax bills except for use charges, such as water and sewer, and except as otherwise provided herein) which may be levied or assessed upon, or with respect to, all or any part of the real property of which the Building and the Premises are a part, by the town, county, school district, or any other taxing authority having jurisdiction over such real property.

If, at any time during the Term, the method of taxation prevailing at the date of this Lease shall be altered so that in lieu of, or as an addition to, or as a substitute for, the whole or any part of the taxes, levies, impositions or charges now levied, assessed or imposed on all or any part of the real property of which the Building and the Premises are a part, there shall be levied, assessed or imposed (i) a tax, levy, imposition or charge based on the rents received therefrom, whether or not wholly or partially as a capital levy or otherwise, or (ii) a tax, levy, imposition or charge measured by or based in whole or in part upon all or any part of the real property of which the Building and the Premises are a part and imposed upon the Landlord, or (iii) a license fee measured by the Fixed Rent payable by the Tenant, to the Landlord, or (iv) any other tax, levy, imposition, charge or license fee, however described or imposed, then all such taxes, levies, impositions, charges or license fees, or the part thereof so measured or based, shall be deemed to be Taxes.

Taxes shall also include all reasonable expenses, including reasonable attorney's fees, incurred by the Landlord in connection with any successful application for a reduction in the assessed valuation of the real property of which the Building and the Premises are a part; however, in no event shall the amount of such expenses exceed the amount of any reduction in Taxes resulting from such application. Such reasonable expenses shall be

allocated to the Escalation Years for which a successful reduction in the assessed value is granted in an amount proportionately related to the amount of the reduction in the assessed value for such Escalation Years.

The foregoing notwithstanding, Taxes shall not include:

- a) any special ad valorem levies;
- b) special assessments;
- c) assessments for specific local improvements; or
- d) general income, franchise, corporate, personal property, capital levy, capital stock, excess profits, transfer, revenue, estate, inheritance, gift, devolution or succession taxes.

4. The term "Tenant's Proportionate Share" shall mean a fraction, the denominator of which is the rentable area of the Building (TBD square feet) and the numerator of which is the rentable area of the Demised Premises (TBD square feet). The Tenant's Proportionate Share, expressed as a percentage, is TBD (TBD%). If the numerator or denominator used in the square footage percentage calculation is found to be inaccurate, the Tenant retains the right to conduct a survey of the Premises and calculate the numerator and denominator set forth above in accordance with applicable standards in order to determine a revised Tenant's Proportionate Share (hereinafter referred to as the "Revised Tenant's Proportionate Share"). The survey and the proposed Revised Tenant's Proportionate Share will be provided to the Landlord by the Tenant, and the Landlord shall have sixty (60) days to review the same. If the Landlord does not object to the survey and the proposed Revised Tenant's Proportionate Share within sixty (60) days from the receipt of the same, the Revised Tenant's Proportionate Share shall be deemed to be accepted and the Tenant shall seek adjustment of the billings for tax escalations based upon the Revised Tenant's Proportionate Share. If the Landlord objects to the survey and the proposed Revised Tenant's Proportionate Share within sixty (60) days from receipt of the same, the Parties shall work to resolve the dispute; but such dispute, if the Parties are unable to agree, shall be finally determinable by the Executive Director of the Authority or his designee.
- b. In the event that the Taxes paid by the Landlord for any Escalation Year shall be more or less than the Taxes paid by the Landlord for the Base Year, then the Fixed Rent shall be adjusted up or down, as the case may be, by an amount equal to the Tenant's Proportionate Share of such increase or decrease (hereinafter referred to as the "Tax Escalation Payment"). The Landlord shall submit a written claim (hereinafter referred to as the "Tax Escalation Claim") for a Tax Escalation Payment, along with copies of paid bills for Taxes, within one (1) year of the end of the applicable Escalation Year.

The Tax Escalation Claim shall be sent to the Tenant via e-mail to payable@thruway.ny.gov. Notwithstanding the foregoing, the Tenant shall also

have the right to independently review the Landlord's payments of Taxes.

Any amount due either Party, shall be due and payable within thirty (30) days following the completion of the review by the Tenant of the Tax Escalation Claim and satisfactory written substantiation demonstrating that the Taxes have been paid. Payment to the Landlord shall be governed by New York State Public Authorities Law Section 2880 and 21 NYCRR Part 109.

Payment may be made electronically. If it is not, the remittance address for payments to the Landlord is: [REDACTED]. Such payment shall not preclude any subsequent audit by the Tenant. Any amount due to the Tenant shall be in the form of a credit against the next payment(s) of Fixed Rent due pursuant to the provisions of this Lease. The provisions of this section shall survive the end of the Lease Term. In the event that the Term of this Lease has ended, the Landlord, the Tenant shall still be required to make payment in accordance with this section.

If the Landlord fails to submit a Tax Escalation Claim, as set forth above, within one (1) year from the last day of the applicable Escalation Year, no increase shall be allowed and the Tax Escalation Claim therefor shall be deemed waived. No Tax Escalation Claim shall be allowed unless satisfactory written substantiation has been submitted as set forth above, demonstrating that the Taxes have been paid. The Landlord and Tenant shall notify each other of all changes in the above referenced addresses within ten (10) business days of the effective date of such change.

The Landlord may take the benefit of the provisions of any statute or ordinance permitting any Taxes to be paid over a period of time, and the installments of any such Taxes as shall become due and payable during any year of the Lease Term, or any extension thereof, shall be included in the calculation of any Tax Escalation Payment provided for in this section. However, in no event shall the Tenant be liable for any interest, carrying charges or any other charges arising out of or in any way attributable to the Landlord's election to take the benefit of the provisions of any statute or ordinance permitting Taxes to be paid over a period of time.

The amount of Taxes for the Base Year, as defined above, shall be the amount finally determined to be legally payable by legal proceedings or otherwise; provided further, however, that in the event the Base Year Taxes are reduced through legal proceedings after the execution of this Lease, the Landlord shall contest any subsequent increase in assessed valuation unless the Landlord, acting reasonably and in good faith, determines that such contest would be futile.

In no event shall the Tenant be liable for any increase in Taxes, or any portion thereof, attributable to the Landlord's election to take the benefit of any tax abatement statutes or similar provisions but, instead, the Base Year Taxes shall be computed as if no such abatement existed. In addition, subsequent Escalation

Years shall be calculated based on the actual Taxes paid with the abatement included with the understanding that the Tenant will not take a credit for lower Taxes paid in Escalations Years due to the handling of the abatements.

5. OPERATING EXPENSE ESCALATIONS

INTENTIONALLY DELETED

6. LANDLORD'S SERVICES

Landlord shall, during the term of this Lease, provide those services listed in Exhibit 2 attached hereto and made a part hereof. Unless otherwise specified, such services shall be provided from TBD. Mondays through Fridays, holidays excluded ("Normal Business Hours"). Janitorial services shall generally be provided after Normal Business Hours. Landlord shall not be required to perform any services except as specifically set forth herein.

7. POSSESSION

Notwithstanding the provisions of Section 2 of this Lease, the Lease Term, and the obligation to pay Fixed Rent, shall commence upon the first day of the month of T B D 2025 provided that the full execution, approval and delivery of this Lease to the Landlord in accordance with Section 45 of this Lease has occurred.

It is further agreed that all terms or events provided for in this Lease that are intended to run coincident with or are measured from the commencement or termination of the Lease Term, including but not limited to Base Years, Escalation Years and Fixed Rent or other payment provisions, shall be computed or determined in a manner consistent with the preceding paragraph.

Notwithstanding the provisions of Section 2 of this Lease, the Lease Term and the obligation to pay Fixed Rent shall commence upon the first day of the month following the date of Substantial Completion of the "Landlord's Work" or the "Work," as those terms are defined in Schedule B, the Work Letter, unless such date occurs on the first day of the month, in which case the Lease Term shall commence on that day and the Lease Term shall terminate on the last day of that calendar month immediately preceding the fifth anniversary of the Commencement Date.

It is further agreed that all terms or events provided for in this Lease that are intended to run coincident with or are measured from the commencement or termination of the Lease Term, including but not limited to Base Years, Escalation Years or other payment provisions, shall be computed or determined in a manner consistent with the preceding paragraph.

The Landlord shall make a good faith and determined effort to perform the Work, as defined in Schedule B of this Lease, such that the Tenant may occupy the Demised Premises within (60) days following the full execution, approval and delivery of this Lease to the Landlord. If the Landlord has commenced such Work within seven (7) days of delivery of a fully executed copy of this Lease to the Landlord by the Tenant and has used its good faith and determined efforts to complete the Work by the timeframe set forth in Schedules B and C of this Lease, the failure

to give possession on such date shall not affect the validity of this Lease. However, without limiting any other remedy the Tenant may have, including termination, if the Tenant reasonably determines that the Landlord has not made a good faith and determined effort to complete the Work in a timely fashion, the Tenant shall be entitled to offset Fixed Rent beginning on the Fixed Rent Commencement Date, otherwise due to the extent of any expenses, costs or other losses it may have suffered as a result of such delay.

If Tenant fails to take possession after the Commencement Date or if Tenant cancels the Lease during the performance of the Work and prior to its completion and subsequent possession, payment for any and all work performed in accordance with this Lease shall be made by the Tenant in compliance with Article 11-A of the New York State Finance Law upon the Landlord's submission of proper invoices to the Tenant as Additional Rent.

The Landlord's Work or the Work to be performed at the Building and in the Premises is set forth in Schedule B annexed to and made a part of this Lease.

Payment for any and all work performed in accordance with this section shall be made by the Tenant in compliance with Article 11-A of the New York State Finance Law upon completion of the work to the satisfaction of the Tenant, and the Landlord's submission of proper invoices to the Tenant as Additional Rent.

8. RENEWAL

This lease may, at the option of the Tenant, be renewed for two additional five-year Renewal Terms.

9. CANCELLATION

The Tenant shall have the right (hereinafter referred to as the "Cancellation Right"), subject to the provisions of this Section 9, to terminate this Lease at any time during the Term, or any renewal or extension thereof, with respect to the entire Demised Premises only, as that is defined in Section 1 of this Lease, so long as the Tenant delivers to the Landlord a written notice (hereinafter referred to as the "Cancellation Notice"), in accordance with Section 50 of this Lease, of its election to exercise its Cancellation Right on or before the date that is not fewer than one hundred eighty (180) days prior to the effective date of the cancellation (hereinafter referred to as the "Cancellation Date"). If the Tenant timely and properly exercises the Cancellation Right, the Tenant shall vacate the Premises and deliver possession thereof to the Landlord in the condition required by the terms of this Lease on or before the Cancellation Date and the Tenant shall have no further obligations under this Lease except for those accruing prior to the Cancellation Date and those which, pursuant to the terms of this Lease, survive the expiration or early termination of this Lease. In the event that the Tenant does not deliver to the Landlord the Cancellation Notice within the time period provided in this paragraph, the Tenant shall be deemed to have waived its Cancellation Right and the provisions of this Section 9 shall have no further force or effect.

10. HOLDOVER

Any holdover after the expiration of the Term, or any extensions thereof, shall be construed to be a tenancy from month- to-month and shall to the extent not inconsistent with this provision be on the same terms and conditions as set forth in this Lease.

11. ELECTRIC SERVICE

The State of New York ("State") encourages landlords and tenants to take steps to reduce energy consumption with respect to this section. Floor plans and design shall, to the extent possible, be developed in a manner to maximize natural lighting and HVAC efficiencies that meet or exceed the Energy Conservation Construction Code, the specifications contained in the OGS Material Specifications for Leased Facilities (hereinafter referred to as the "MSLF"), attached to this Lease as Exhibit 5. These specifications require the use of energy conservation measures, such as: Energy Star rated products, programmable thermostats, motion and lighting sensors, low wattage fluorescent lighting, and high efficiency variable speed motors/controllers. The Landlord and the Tenant shall also work cooperatively together to improve building efficiency and operational procedures through the use of measures such as angling blinds to limit solar gains. In addition, Governor Hochul's Executive Order No. 22 (hereinafter referred to as "EO-22"), which is attached hereto as Exhibit 3, contains requirements and restrictions pertaining to electricity. The Landlord acknowledges an understanding of the requirements of EO-22 and pledges to cooperate with the Tenant and the Occupying Agency in their implementation to the best of its ability and as reasonably required.

At its sole cost and expense, the Landlord shall furnish and maintain, throughout the Term of this Lease, and any renewal or extension thereof, electric service distribution equipment, lighting fixtures, wiring, electric service of sufficient capacity and quality for: (1) properly lighting the Premises, the Building and the Parking Areas; and (2) meeting all of the needs of the Tenant's occupancy and operations, so that, by way of illustration, and not of limitation, in addition to furnishing electric service sufficient for normal building requirements, Landlord shall furnish electrical services for the Tenant's computers, computer data, telephone server and distribution rooms, electrical office equipment, appurtenances and areas outside the Building, such as Parking areas. At its sole cost and expense, the Landlord shall maintain the necessary revenue grade electric meters to clearly measure the consumption of all electrical power used within the Building and the Premises. However, in the event that Tenant's specific use and/or electrical needs require installation of additional service, meters, etc., such costs shall be the responsibility of Tenant. Cost of electricity used at EV charging stations shall be paid for by the Tenant through the Tenant's metered connection.

The cost of electric current consumed in the Building, including the common areas, and the Parking Areas and the Demised Premises and for the general lighting and operation of the Tenant's office appliances and air conditioning equipment shall be paid for solely by the Landlord.

At its sole cost and expense, the Landlord shall provide and replace all electric ballasts, lamps, fluorescent tubes and bulbs in lighting fixtures in the Building and the Premises during the Term of this Lease, including any extension and renewal.

The Landlord shall make best efforts to implement a program to appropriately recycle the replaced lighting ballasts, lamps and bulbs in an environmentally sensitive manner.

Lighting levels, electrical devices and the design of energy consuming equipment shall comply with the most current adopted version of the Energy Conservation Construction Code that is in place at the time the building permit is issued and the OGS MSLF, attached as Exhibit 5. Within the limitations of the Energy Conservation Construction Code the following general levels of illumination, measured in foot candles, shall be provided and maintained:

- a. Office Areas - 60 at work surface (generally 30 inches above finished floor) (20 – 30 FC at 30" AFF when utilizing LED fixtures),
- b. Corridors – 40,
- c. Lobbies - 45

The measurement of the actual foot candle levels will be accomplished in accordance with the Illuminating Engineering Society's standards and practices and procedures for measuring light level uniformity.

Any future changes and install of exit and emergency illumination shall be designed and installed in accordance with the latest adopted version of the New York State Uniform Fire Prevention and Building Code so as to permit occupants to make their way safely out of the building in the event of any failure of normal lighting due to fault in the main lighting system, due to any failure of public utilities or other outside electric power supply, or any single manual act such as accidental opening of a switch controlling normal lighting facilities.

12. HEATING, VENTILATING AND AIR CONDITIONING (HVAC)

The State encourages landlords and tenants to take steps to reduce energy consumption. In addition, Governor Hochul's Executive Order No. 22, which is attached hereto as Exhibit 3, contains requirements and restrictions pertaining to HVAC, to the best of its ability and as reasonably required. The Landlord acknowledges an understanding of the requirements of EO-22 and pledges to cooperate with the Tenant in their implementation. On or before the Commencement Date, as that term is defined in Section 2 of this Lease, the Landlord shall provide a written description of the existing Building and/or Demised Premises HVAC system(s), including operating hours, energy management, maintenance schedules and any other pertinent requirements, and indicate any portion(s) of the HVAC system(s) that are serving other tenants or the common areas of the Building. The Landlord shall furnish, install and operate an adequate and suitable year-round environmental control system and appurtenances that shall be capable of providing the following:

- a. The heating portion of the system shall be capable of maintaining heat when necessary for the proper comfort of the occupants, which shall be not less than sixty-eight (68) degrees Fahrenheit or more than seventy-five (75) degrees Fahrenheit, throughout the Demised Premises.
- b. The ventilation of the said system shall be provided in accordance with the New

York State Uniform Fire Prevention and Building Code. The Tenant stipulates that for the purpose of this section the maximum number of people in the Demised Premises shall not exceed the limitations for occupancy and use set forth in the New York State Uniform Fire Prevention and Building Code.

c. The air conditioning or cooling portion of the system shall be capable of maintaining indoor conditions of not more than seventy-eight (78) degrees Fahrenheit dry-bulb and not greater than fifty percent (50%) relative humidity during the cooling design peak hour of a cooling design day. Conference, training and hearing rooms shall be capable of maintaining temperature and ventilating conditions as stated above by means of an independent thermostatic control for each room. Use of a dedicated variable air volume box will be acceptable if temperature and ventilating requirements can be maintained at full room occupancy load; otherwise a separate independent air conditioning system will be required. Outside air, tempered as required, shall be supplied for ventilation as stated in paragraph (b) above for the number of occupants calculated in accordance with the New York State Uniform Fire Prevention and Building Code for each conference, training and hearing room.

d. Thermostatic controls in the Demised Premises shall allow the Tenant to lower the heating set point or raise the air conditioning set point beyond the above levels if directed to do so by the appropriate authority in order to conserve energy.

e. The cost of heating fuel consumed in the Building and the Demised Premises shall be paid for by the Landlord, at its sole cost and expense. The Landlord shall also, at its sole cost and expense, pay for all costs of service and maintenance, including filter changes, for the HVAC system(s) servicing the Building and the Demised Premises.

13. UTILITY SERVICES, TENANT ACCESS TO THE BUILDING AND PREMISES, TENANT ACCESS FOR UTILITY SERVICES, AND ELEVATOR SERVICE

The Landlord shall, at its sole cost and expense, maintain all building systems and infrastructure necessary to support utility services usually and customarily utilized by office tenants, available at the Building and necessary for Tenant's occupancy or operations, including, without limitation, telephone, electric, gas and cable (hereinafter referred to collectively as "Utility Services").

The Landlord shall at all times provide the Tenant with reasonably direct access from the Premises to the points of entry to the Building for all of the Utility Services.

The Tenant shall have the right to install, use, repair, replace and maintain Utility Services between points of access to the Building and the Premises and shall have and enjoy continual rights of access, ingress and egress over the lands on which the Premises are situate, to enable the Tenant, to effectively access and use such Utility Services.

These rights can be exercised by the Tenant, or utility companies or other third parties acting on behalf of the Tenant.

To the extent necessary for access to and use of the Utility Services, the Tenant shall have, appurtenant to the Premises, the non-exclusive right to use, in common, all necessary facilities, areas and spaces of the Building used or identified as common areas, including, without limitation, lobbies, corridors, stairways, elevators, loading docks, shafts, pipe chases, vents and ducts located in the Building or on the Premises, as the case may be.

The Landlord shall, upon the Tenant's request, afford utility companies or other third parties access to the Building and the Premises for the purpose of locating, installing and maintaining Utility Services, and the Landlord shall execute, at its expense, any and all documents, agreements and instruments in order to effectuate the same. The Tenant shall have the right to enter into reasonable agreements with utility companies or other third parties providing Utility Services creating easements in favor of such companies and/or other third parties as are required in order to service the Premises, and the Landlord covenants and agrees to consent thereto and to execute any and all documents, agreements and instruments, and to take all other actions, in order to effectuate the same, all at the Tenant's cost and expense.

During the Term of this Lease, the Landlord shall provide the Tenant access to the Building daily twenty-four (24) hours per day for each day of the Term. The Demised Premises shall be open daily from 7:00 A.M. to 6:00 P.M., Mondays through Fridays, excluding State Legal Holidays (hereinafter referred to as the "Normal Business Hours"). As used herein, the term "State Legal Holidays" shall mean the calendar of legal holidays as established and maintained by the New York State Department of Civil Service. Annual updates of the State Legal Holidays are available at http://www.cs.ny.gov/attendance_leave/index.cfm; once you are on the website, scroll down to *Calendars of Legal Holidays* and click on the year in question. Notwithstanding the foregoing, any day that is determined to be a floating holiday by the Tenant shall not be considered to be a State Legal Holiday, but shall be considered to be a normal work day for the Tenant, and the Landlord shall provide all services required to be provided by this Lease on such days.

The Landlord shall, at its expense, furnish safe and reliable elevator service at all times to the Tenant. Variations of full-service passenger elevators, such as devices defined as limited use, limited application (LU/LA), will not be permitted unless specifically defined or specified on the drawings attached to this Lease as Exhibit 1 and approved in writing by the Tenant prior to installation. In no event shall the number of elevators providing service to the Premises be fewer than the number of elevators providing service to the Premises on the Commencement Date.

14. PARKING

The Landlord shall provide the Tenant with adequate daily, nightly, and overnight on-site, paved parking spaces, for the exclusive use of the Tenant, including but not limited to, no less than eighty (80) designated, reserved parking spaces for Tenant's exclusive daily, nighttime, and overnight use. The Landlord shall, at its sole cost and expense, keep such parking spaces well maintained and free of snow, ice, and debris, including but not limited to, re-paving and periodic sealing, and shall also provide line marking and adequate lighting and light replacement. In addition to Level 2 Electric Vehicle (EV) charging stations installed and operated by the Landlord for four (4) Tenant-only vehicles, the parking spaces shall be available to have additional EV charging stations installed (at the Tenant's expense) which are to be reserved for the exclusive use of the Tenant.

15. WATER

The Landlord shall furnish, at its own cost and expense, hot and cold potable water from the local supply sufficient for drinking, washroom and cleaning purposes in the Demised Premises and for all other purposes as may be required by the Tenant's occupancy and operations.

16. JANITORIAL SERVICE

The Landlord shall, at its sole cost and expense, provide janitorial services in accordance with the provisions of this section and the specifications set forth in Schedule "A" annexed to and made a part of this Lease.

The Landlord will be responsible for protecting the Tenant's property from damage or soiling while performing said work and must make every effort to leave the work site clean and free from debris, spillage, rubble, as a result of performing said work.

The Landlord is prohibited from using the Tenant's equipment, furniture or property for the purpose of accomplishing the work.

Tenant may, at the Tenant's expense, contract for cleaning services not expressly provided for by the Landlord in the Lease.

EO-22 directs all State agencies and authorities to purchase green products and promote sustainability. EO-22, a copy of which is annexed hereto as Exhibit 3, directs State agencies and authorities to develop and implement specific projects, programs and policies designed to reduce the public health and environmental impacts of the activities and operations of the agency or authority, including: the reduction or elimination of the use and generation of toxic substances, pollution and waste; the reduction, reuse, recycling and composting of solid waste; and maximizing the use of environmentally preferable or "green" commodities, services and technology.

In an effort to assist State agencies and authorities in complying with these directives, approved specifications for Pre-Packaged Snowmelt and Deicing Products, Trash Bags, Janitorial Paper Products, Solid Waste Recycling and Management Services, Disinfectants and Sanitizers, General Purpose Cleaners and Hand Cleaners, Hand Soap, Consumer Antiseptic Hand Washes and Hand Rubs, and Personal Care Cleansing Products, along with other approved specifications, can be found at: <https://ogs.ny.gov/greenny-purchasing-requirements-and-tools>.

In order to comply with these directives, the Landlord and the Tenant have agreed that the Landlord will make careful selection of effective janitorial cleaning products and equipment that reduce or eliminate the health and environmental risks from the use or release of toxic substances and minimize the risks of the discharge of pollutants into the environment.

In addition, EO-22 requires State agencies and authorities, to the maximum extent practicable, to purchase janitorial paper and other paper supplies, including but not limited to bathroom tissue and paper towels, that are processed chlorine-free and composed of 100% post-

consumer recycled content. EO-22 also requires State agencies and authorities, to the extent practicable, to implement effective programs to source separate recyclable materials, including paper, metal, glass, and plastic, that will maximize materials recovery and reduce waste. The Landlord agrees to assist the Tenant in meeting these requirements by, to the maximum extent practicable, making careful selection of janitorial paper and other paper supplies including but not limited to bathroom tissue and paper towels, in order to use products that are composed of one hundred percent (100%) post-consumer recycled content and shall be processed chlorine-free.

Additional information on these requirements and EO-22 are available upon request.

Landlord acknowledges an understanding of these State policies and pledges to cooperate with the Tenant in their implementation.

The Landlord and the Tenant shall also comply with local recycling laws enacted under New York State General Municipal Law §120-aa, requiring that solid waste be separated into recyclable, reusable or other components.

17. PEST CONTROL

In accordance with the requirements of EO-22, which is annexed hereto as Exhibit 3, the Landlord shall implement and maintain, at its sole cost and expense, an Integrated Pest Management (hereinafter referred to as the "IPM") program for the Building and the real property of which the Building and the Demised Premises form a part. The IPM program shall provide for an overall plan that minimizes the use of toxic pesticides, and provides for an on-going, practical, least-toxic approach to preventing and/or treating pest infestation and shall comply with the requirements set forth at: <https://www.ogs.ny.gov/greenny/pest-management-indoor-spaces> and <https://www.ogs.ny.gov/greenny/pest-management-outdoor-spaces>. It shall provide for technical training for the Landlord's employees directly involved in pest control; establish an inspection program to identify infested zones, type(s) of infestation, and pest population levels; and detail procedures to be implemented should a pest infestation problem develop.

The Landlord shall initially employ non-chemical means to eliminate pest infestation, localizing treatment whenever necessary to a defined affected area, using baits and traps rather than traditional chemical applications. At a minimum, semi-annual inspections (spring and fall) shall be conducted by the Landlord or its contractor to identify and correct structural conditions allowing pests access (interior and exterior cracks, openings, crevices and ledges, etc.). The preventative measures of this IPM program shall include controls to ensure proper cleaning/maintenance, handling and disposal of food and organic waste products, and reviews of environmental conditions or practices of the Tenant that increase the potential for pest problems.

Application of pesticides should be avoided unless subsequent inspection or monitoring indicates the continued presence of pests in a specific area after non-chemical means have been exhausted or have been found to be ineffective. An actual specimen or recent sign of the pest must be confirmed before pesticides are applied. The least toxic pesticide, of the pesticides

available to treat a specific problem, shall be selected. All pesticides used must be registered with the Environmental Protection Agency and appropriate State and/or local jurisdictions, and use of all pesticides shall be in strict accordance with the manufacturer's label instructions and all applicable federal, State, and local laws and regulations.

The Landlord and the Tenant shall each designate an on-site liaison to review and coordinate necessary IPM program activities in the Building and the Demised Premises. The Tenant shall be given an opportunity to review, and reasonable time to comment on the content of, and coordinate with, the schedule of events specified in the IPM program. This opportunity will be provided through notification from the Landlord prior to the implementation of the IPM program.

Pesticide and herbicide treatment(s), when necessary, shall be scheduled for late Friday afternoons or evenings unless alternative times for such treatment applications are scheduled by mutual agreement with the Tenant's IPM program liaison. The Tenant shall be notified of the location(s) of planned pesticide and herbicide treatments twenty-four (24) hours prior to such chemical application(s). The Landlord shall furnish the Tenant's IPM program liaison(s) with Material Safety Data Sheets for all pesticides and herbicides prior to their use in the Building or on the real property of which the Building and the Demised Premises form a part.

18. REPAIRS

The Landlord shall take good care of the Building, the Demised Premises, and the fixtures and appurtenances thereto, and shall make all repairs necessary to put and keep the same in good order and condition, at its own cost and expense. The Tenant shall have no maintenance or repair obligations for the Building, the Demised Premises or fixtures and appurtenances associated therewith. Notwithstanding the foregoing, repairs and maintenance of the foregoing required as a result of the negligence of the Tenant or their officers and employees, when acting within the course and scope of their employment, shall be performed by the Landlord, at the Tenant's cost, as the case may be.

19. ISSUES / PROCESS

The Landlord and the Tenant shall each designate an on-site representative. All issues, complaints and requests for services shall be in writing, utilizing the "Request for Lease Compliance Services" form attached to this Lease as Exhibit "4," which form shall be delivered electronically by the Tenant's representative or a representative of the New York State Office of General Services to the Landlord's representative. A copy of such form shall be returned to the Tenant's representative, electronically, at such time as the issue is resolved, indicating what, if any, action was taken and, if no action was taken, the reason therefor. The Landlord's representative shall maintain a log in which shall be recorded the date and nature of the request, and the date and resolution of the request. Such log shall be available, electronically, upon request, for the Tenant's inspection. The provisions of this section shall not be construed as superseding the other notice requirements and provisions of this Lease.

20. COMPLIANCE WITH LAWS

The Landlord shall, at its own cost and expense, ensure that the Building and the Demised Premises comply with all applicable federal, State and local laws, rules, orders, ordinances and regulations at any time issued or in force, and the requirements of any insurance policy covering the Building, the Premises and the contents or improvements thereto, which requirements may be more restrictive than the applicable building code and/or municipal codes and laws. The Tenant agrees that they will not use the Demised Premises for any purpose that shall violate any applicable laws, rules, orders, ordinances and regulations.

21. LANDLORD'S RIGHT OF ENTRY

The Tenant shall permit the Landlord, at all usual and proper times, to enter the Demised Premises for the purposes of inspection or sale, and to make repairs and improvements to all parts of the Building, and to comply with all governmental orders and requirements applicable to the Building and the Premises. The Landlord, in exercising its rights under this section, shall not unreasonably interfere with the Tenant's access, use and occupancy of the Premises.

22. TO LET SIGNS

The Tenant shall permit the Landlord, during the three (3) months immediately prior to the expiration of the Term, to place the usual notices of availability upon the exterior of the Demised Premises.

23. DESTRUCTION OF PREMISES AND DAMAGE TO THE TENANT'S PROPERTY

If the Building or the Demised Premises are destroyed or so injured by fire or the elements or any cause as to render the Premises untenable or unfit for the Tenant's use, as the Tenant in its sole discretion may determine, the Tenant may serve notice, in compliance with Section 50 of this Lease, declaring its intent to vacate the Premises and may thereafter, as soon as practicable subsequent to the provision of notice, quit and surrender the entire Demised Premises, in which event Fixed Rent shall abate from the time of the destruction or injury, and the Tenant shall be relieved of further liability under this Lease.

If, however, the Building (in the reasonable judgment of the Landlord) or the Demised Premises (in the reasonable judgment of the Tenant) shall be so destroyed or so injured by any cause aforesaid so as not to be rendered unfit for occupancy, then the Landlord shall repair the same with reasonable promptness, and in that case the Fixed Rent shall abate from the time of the destruction or injury until the completion of such repair period, except only that the Tenant, during such time, pay a pro-rata portion of such Fixed Rent apportioned to that portion of the Demised Premises that are in a condition for occupancy or that may be actually occupied during such repair period.

All improvements or betterments placed by the Tenant in the Demised Premises shall, however, in any event, be repaired and/or replaced by the Tenant its own expense and not at the expense of the Landlord, provided that the injury and damage to such improvements or betterments was caused without the negligence or willful misconduct of the Landlord, its officers, agents, employees or contractors. In the event that such injury or damage was caused through the negligence or willful misconduct of the Landlord or its officers, agents, employees or

contractors, the Landlord shall be responsible for the cost to repair or replace the same, as determined by the Parties.

If the Demised Premises are destroyed or damaged by fire or the elements or by any other cause, the Tenant shall notify the Landlord with reasonable promptness, in compliance with Section 50 of this Lease.

In the event the Premises are so damaged or destroyed as above described, any advance Fixed Rent paid by the Tenant to the Landlord shall be apportioned to the date of the damage or destruction and the difference promptly returned by the Landlord to the Tenant.

Notwithstanding the provisions of this section to the contrary, neither the Landlord nor its officers, employees, agents or contractors shall be liable for any damage to the Tenant's personal property, nor for loss of or damage to the Tenant's personal property by theft or otherwise, nor for any injury or damage to persons or the Tenant's personal property resulting from fire, explosion, falling plaster, steam, gas, electricity, water or rain which may leak from any part of the Premises or adjoining buildings or from the pipes, appliances or plumbing works therein or from the roof, street or sub-surface or from any other place or resulting from dampness or any other cause whatsoever, unless the same is caused by the negligence or willful misconduct of the Landlord or its officers, employees, agents or contractors or the Landlord's breach of this Lease. In addition to the foregoing, in the event of any damage discussed in this paragraph, the Tenant retains the right to avail themselves of all remedies available to them at law, in equity or pursuant to any available insurance.

This section shall be deemed an "express agreement to the contrary" within the meaning of Section 227 of the New York State Real Property Law.

24. SET OFF

In the event the Landlord refuses or fails to make repairs or to provide services for which it is responsible under the terms and conditions of this Lease, the Tenant shall provide at least five (5) business days' written notice to the Landlord in compliance with Section 50 of this Lease. After the expiration of such five (5) business day notice period, provided that the Landlord has failed to initiate a solution that is reasonable to the Tenant, the Tenant may, at its sole option, either: (i) make such repairs or provide such services, and the Tenant may deduct all the costs incurred thereby from the Fixed Rent which is or shall be owing to the Landlord; or (ii) not make such repairs or provide such services and the Tenant may deduct from said Fixed Rent a reasonable amount for the diminution in the value of the Demised Premises due to such disrepair or lack of services. The provisions of this section are in addition to, and not in lieu of, any and all rights and remedies available to the Tenant at law or in equity.

25. MITIGATION OF DAMAGES

In the event the Tenant quits the Demised Premises such that the Tenant remains responsible for the payment of Fixed Rent to the Landlord, the total Fixed Rent to be paid to the Landlord shall be reduced by that portion of the Fixed Rent attributable to charges for Utility Services, as the same are defined in Section 13 of this Lease, and other services that the Landlord is obligated to provide pursuant to the terms of this Lease, whether or not such charges have been itemized.

Furthermore, in the event the Tenant shall so quit the Premises, the Landlord shall be obligated to make all reasonable efforts to re-let the Demised Premises in order to cover the costs otherwise accruing to the Tenant. The Landlord shall not, in any event, be required to pay the Tenant any surplus of any sums received by the Landlord on a re-letting of said Premises in excess of the Fixed Rent reserved in this Lease.

26. SUBORDINATION

The Landlord represents that there are no ground or underlying leases that affect the Demised Premises or the real property of which the Demised Premises form a part. The Landlord represents that there is currently one mortgage affecting the real property of which the Demised Premises are a part. No property owned or removable by the Tenant shall be subject to the lien of paramount mortgages, including but not limited to the power generator, the Tenant's Fiber Optic system and Fiber Optic cable and conduit, and any and all related property that may be installed by the Tenant or at the direction of the Tenant pursuant to the provisions contained in Section 57 and Section 42 of this Lease.

The Landlord agrees to obtain from the current mortgagee an agreement that this Lease shall not be terminated, disturbed, or otherwise affected by the enforcement of such mortgage so long as the Tenant is not in default hereunder. Upon request by the holder of any such mortgage, the Tenant agrees to execute an attornment agreement to the holder of such mortgage should said mortgagee succeed to the rights of the Landlord under this Lease with said promise to attorn being directly and expressly conditioned upon the execution of the aforementioned agreement for non-disturbance. Such non-disturbance agreement shall be substantially in the form attached hereto as Exhibit 9.

This Lease shall be subject and subordinate to the lien of any future mortgage or any future underlying lease provided that the holder of any such mortgage or lease agree that this Lease shall not be terminated or otherwise affected by the enforcement of any such mortgage or underlying lease, provided that at the time thereof Tenant shall not be in default and the Tenant, when requested by the holder of such mortgage, or the Landlord under any such underlying lease, shall execute an attornment agreement to the holder of such mortgage or the Landlord under any such underlying lease should either succeed to the rights of the Landlord under this Lease. With respect to a non-disturbance agreement for a mortgage, such agreement shall be substantially in the form of Exhibit 9. With respect to the non-disturbance agreement for a future lease, the Landlord shall obtain the agreement of the underlying lessor in the lease or other form acceptable to the Landlord and the Tenant.

27. QUIET ENJOYMENT

The Landlord covenants with the Tenant that the Tenant, on complying with the terms of this Lease, shall and may peacefully and quietly have and enjoy the said Premises.

28. NUISANCE CONTROL

The Landlord shall adopt, promulgate and enforce building rules and regulations for the Building that shall proscribe the maintenance or occurrence of nuisances including, but not limited to, noise, dust, vibration, odors or other unreasonable impacts or infringements upon the Tenant's use and enjoyment of the Premises. In addition, the Landlord shall promptly take such other measures as are reasonable and within its control to enjoin, curtail, eliminate or proscribe any such nuisances resulting from the acts of non-tenants.

29. CONDITION OF PREMISES

The Tenant shall, at the end of the Term, quit and surrender the Demised Premises in as good order and condition as when received, normal wear and tear and damage by the elements, including fire, excepted.

30. NEW LANDLORD / NON-ASSIGNMENT

The Landlord is prohibited from assigning, transferring, conveying, sub-letting or otherwise disposing of this Lease, or its right, title or interest therein, or its power to execute this Lease to another person, company or corporation without the previous consent in writing of the department or official awarding the same. Therefore, prior to any such transfer, the Landlord shall submit a request, in accordance with Section 50 of this Lease, to the Tenant for consent to the same. The Landlord's request shall include submission of a properly completed and executed Consent to Assignment Form, a sample of which is attached to this Lease as Exhibit "6," all necessary documentation and the NYS Vendor Responsibility Questionnaire (VRQ), which may be found on the OSC website at <http://www.osc.state.ny.us/vendrep/index.htm>. A Consent to Assignment Form may be obtained through a written request made in accordance with the provisions of Section 50 of this Lease. The consent required by this section shall not be unreasonably withheld, conditioned or delayed by the Tenant. Notwithstanding the foregoing, the Landlord understands and agrees that Tenant cannot control the length of time or review and approval process of the New York State Attorney General or OSC. When making such requests, the Landlord should allow ample time for the review and approval of the same by the Tenant, the New York State Attorney General, as to form, and OSC. The approval of all three parties is necessary for such assignment to be binding and effective.

In addition, in the event that the Landlord changes its name, but not its federal identification number, the Landlord is required to: (i) notify the Tenant of the change within ten (10) business days of the effective date of such change by submitting a Landlord Change of Name/Address Form, attached to this Lease as Exhibit "7," to the Tenant in accordance with Section 501 of this Lease; and (ii) also submit a NYS Thruway Authority Supplier Registration form, W-9, and Electronic Payment Authorization form to the Authority. These forms are available on the Thruway Authorities website at <http://www.thruway.ny.gov/business/purchasing/isupplier/index.html>.

31. BROKERAGE FEES / UNLAWFUL INDUCEMENT

- A. The Landlord warrants that no person or selling agency has been employed or retained by the Landlord to solicit or secure this Lease upon an agreement or understanding for a commission, percentage, brokerage, contingent fee or other compensation. The Tenant warrants to the Landlord that it did not consult or

negotiate with any broker or finder with regard to the Premises and that no broker, finder or consultant participated with the Tenant in procuring this Lease.

- B. The Landlord, for itself, its agents, employees, and as the case may be, its directors, officers, managers, members or partners (limited or general), represents and warrants to the Tenant, after its due inquiry, and for the express purpose of inducing the Tenant's reliance upon such representation and warrant, that neither the Landlord, its agents, employees, nor, as the case may be, its directors, officers, managers, members or partners (limited or general) has made any payment or given any good, service or other thing of value or made any promise or representation that it will make any future payment or give any good, service or other thing of value, to entice the Tenant to enter into this Lease, and further that upon its due inquiry, neither the Landlord nor any agent, employee or, as the case may be, any director, officer, manager, member or partner (limited or general) has been solicited by any person to give, now or in the future, any good, service, payment or other thing of value for the purpose of securing this Lease, excepting from such solicitation the ethical actions of licensed real estate brokers whose identity has been disclosed in this Lease. The Landlord makes this representation and warranty under penalty of perjury and expressly agrees that a false representation and warranty herein will be deemed to, and will in fact constitute fraud, in the inducement of the Tenant to enter into this Lease.

32. LANDLORD'S INTEREST

The Landlord represents that it owns the Demised Premises in fee simple absolute or leases it for a period exceeding the Term set forth in Sections 2 and 7 of this Lease, and any renewal or extension thereof. The Landlord shall provide the Tenant with a copy of underlying and ground leases and any amendments thereto, prior to the execution of this Lease by the Tenant and upon request thereafter.

33. ALTERATIONS BY TENANT

It is understood and agreed by and between the Parties that during the Lease Term, extension, renewal or holdover thereof the Tenant reserves the right to make minor non-structural alterations or installations in the Demised Premises, including, but not limited to, carpeting, security equipment features, data or telephone installations and the installation of related equipment.

34. ALTERATIONS BY LANDLORD

As to any alterations or improvements, other than those allowed for in Section 33 of this Lease, that may subsequently be required by the Tenant, the Landlord shall provide the Tenant with cost estimates based upon the Tenant's written requirements and/or drawings (concept drawings) for the work to be performed. The Landlord shall provide the written cost estimates to the Tenant within fifteen (15) days after receipt of the Tenant's concept drawings.

Written cost estimates shall be accompanied by an itemized description of the work that shall include the following:

- an itemized description of work elements;
- quantities;
- material unit cost;
- total material unit cost;
- labor unit cost;
- total labor unit cost;
- total material and labor unit cost;
- summary of total material and labor unit cost; and
- architectural and engineering fees and permit fees.

Written cost estimates shall be submitted by the Landlord to the Tenant using the Detailed Estimate Form attached to this Lease as Exhibit "8." The costs shall be competitive, consistent with the costs in an arm's-length transaction, and employ labor at rates that do not exceed the applicable prevailing wage rates.

The total of any additional fees charged by the Landlord and/or any construction manager employed by the Landlord attributable to overhead, profit or management fees shall be limited to the following percentages of the total direct labor and material costs: ten percent (10%) of the first \$10,000.00, five percent (5%) of the next \$90,000.00 and three percent (3%) of any sum in excess of \$100,000.00.

Upon written approval of the cost estimate by the Tenant, the Landlord shall promptly proceed with the subject alterations or improvements. In the event the Tenant does not approve the cost estimate, the Tenant may submit a reduced scope of work to achieve cost savings. In the event the Landlord and the Tenant cannot agree on the cost of the work, the Tenant may contract directly for such work provided, however, that any Tenant-selected contractors shall be subject to the Landlord's reasonable approval, and in no event shall such work involve structural alterations or the modification of building-wide systems. Payment for work performed in accordance with this section shall be made by the Tenant in compliance with New York State Public Authorities Law Section 2880 and 21 NYCRR Part 109 upon completion of the work to the satisfaction of the Tenant, and the Landlord's submission of proper invoices to the Tenant. Notwithstanding the foregoing, in the event that this Lease provides an allowance for Tenant work, the cost of work performed pursuant to this section may be deducted from such allowance following the Tenant's approval of invoices for the work, subject to compliance with all other applicable provisions of this section and this Lease.

35. HAZARDOUS MATERIALS

The Landlord represents and warrants, as an inducement to encourage the Tenant's initial and continued tenancy of the Demised Premises, and as a material term of this Lease, that the Demised Premises and the Building are free from hazard, particularly with reference to the United States Department of Labor, Occupational Safety and Health Administration Standards for permissible exposure limits to hazardous materials including but not limited to asbestos, lead, PCBs, mold, animal droppings and mercury.

The Landlord further represents that, immediately upon the discovery of any hazardous

materials within or about the Demised Premises or the Building, the Landlord shall give written notice, in compliance with Section 50 of this Lease, to the Tenant of the existence of such materials, and shall, at its sole cost and expense, take any and all reasonable steps necessary to completely remove said hazardous materials in full compliance with all applicable federal, State, municipal or local laws, rules, or regulations relating to the removal of such hazardous materials.

Notwithstanding any provision of this Lease or any rider or addendum to this Lease, the Landlord agrees that each and every breach of any warranty or representation contained in this section, without regard to any measure of the magnitude of the breach, shall constitute a default under this Lease that shall entitle the Tenant, in addition to all other rights and remedies available to the Tenant to deduct from the Fixed Rent or other monetary obligation of the Tenant, or to recover by action, all costs, whether direct or indirect, resulting from any cause whatsoever, incurred by the Tenant as a result of such breach.

36. SIGNAGE

The Tenant may post and maintain such signs and notices as reasonably required to inform the public as to their location in the Building, and shall have a right to have their name and other pertinent information on the Landlord's lobby directory board. Specifically, subject to Tenant's obtaining at Tenant's expense all required municipal approval(s), the Tenant shall be permitted to install and maintain, at Tenant's expense, one (1) exterior sign, the location of which shall be mutually agreed upon by the Parties hereto, specifying its location in the Building; and one (1) sign in the main lobby of the Building. The size and wording of the sign shall be determined by the Tenant and shall be subject to the Landlord's approval. With the exception of the above, the Tenant shall not cause or permit the placing of signs or the posting of materials of any kind in common corridors without prior written approval of the Landlord.

37. INSURANCE REQUIREMENTS

37.1 – Insurance Conditions

The Term of this Lease shall not commence if the coverage provisions and limits of the policies provided by the Landlord do not meet the provisions and requirements of this section or proof of compliance is not provided to the Tenant.

Landlord must procure prior to the Commencement Date of this Lease, and maintain for the term of this lease, insurance of the kinds and in the amounts specified herein, covering all services and operations under the Lease, whether performed by Contractor or its subcontractors, in accordance with the following conditions:

- A. All insurance required by this Lease shall be obtained at the sole cost and expense of Landlord.
- B. During the Term of this Lease, the Landlord shall maintain in force, at its sole cost and expense, policies of insurance as required by this section. All insurance required by this section shall be written by companies that have an A.M. Best Company rating of "A-," Class "VII" or better. In addition, companies

writing insurance intended to comply with the requirements of this section should be licensed or authorized by the New York State Department of Financial Services to issue insurance in the State of New York. The Tenant may, at its sole discretion, accept policies of insurance written by a non- authorized carrier or carriers when certificates and/or other policy documents are accompanied by a completed Excess Lines Association of New York (ELANY) affidavit or other documents demonstrating the company's strong financial rating. If, during the term of a policy, the carrier's A.M. Best rating falls below "A-," Class "VII," the insurance must be replaced, on or before the renewal date of the policy, with insurance that meets the requirements above. Notwithstanding the foregoing, nothing herein shall be construed to require the Authority to accept insurance placed with a non-authorized carrier under any circumstances.

C. All insurance required by this Lease shall be primary to any Authority insurance policy or Authority self- insurance program, which shall be excess and non-contributory. Except as otherwise specifically provided herein, or agreed to in writing by the Tenant, all policies of insurance required by this section shall be written on an occurrence basis.

D. Landlord shall furnish the Authority with Certificate(s) of Insurance on an ACORD certificate form accompanied by the Thruway Authority Supplemental Insurance Certificate (TA-W51343-9 (11/2017)), for each insurance carrier involved. Such Certificate(s) shall be executed by a duly authorized representative of the insurance carrier, certifying such authorization and showing compliance with the Authority's insurance requirements set forth herein. Landlord shall furnish the Authority with a copy of each Endorsement required herein. Certificates shall reference the Lease number and shall name The New York State Thruway Authority as the certificate holder. For work to be performed within New York State, proof of Workers' Compensation and Disability Benefits Insurance shall be indicated on the appropriate Workers' Compensation Board forms as listed in Section 37.2 E below.

E. All policies, by specific Endorsement, shall provide for written notice to the Authority no less than thirty (30) days prior to the cancellation, nonrenewal, or material alteration of any insurance policies referred to herein. Any such notice shall be sent by e-mail to: Insurancecompliance@thruway.ny.gov, attention Insurance Compliance Supervisor. Only in the event that such written notice cannot be delivered via e-mail, notice shall be sent by mail to: Insurance Compliance Section, Office of Investment and Asset Management, New York State Thruway Authority, P.O. Box 189, Albany New York 12201-0189.

F. If insurance policies utilized by the Landlord for this Lease contain Deductibles or Self-Insured Retentions (SIRs), they must be declared as such with applicable levels on the Certificate(s) of Insurance and the Authority Supplemental Insurance Certificate. Insurance policies with Deductibles in excess of \$100,000 will require review and approval by the Authority. Additional security or other

requirements may be imposed at the sole discretion of the Authority.

G. Insurance policies with Self-Insured Retentions (SIRs) must receive prior approval by the Authority. All applications for SIR approval must be submitted to the Authority's Office of Investments and Asset Management, indicate whether the program is administered by a third party, and contain a complete description of the program. SIR programs in excess of \$100,000 must be administered by a third-party administrator and must also meet additional security requirements. The Authority, at its sole discretion, reserves the right to require Landlord to provide additional collateral, or to reject the use of an SIR by Landlord. Landlord will be solely responsible for all claims, expenses, and loss payments within the retention limit. For landlords that are self-insured, the Landlord shall be obligated to defend and indemnify the Tenant and all additional insureds required by this Lease with respect to Commercial General Liability and Business Automobile Liability, in the same manner that the Landlord would have been required to pursuant to this section had the Landlord obtained such insurance policies.

H. Landlord shall provide certified copies of all declaration pages, endorsement pages, or of the insurance policies themselves upon request by the Authority, and within twenty (20) days of such request.

I. Failure of the Authority to demand such certificates, policies, endorsements, or other evidence of full compliance with the Authority's insurance requirements, or failure of the Authority to identify a deficiency from evidence that is provided, shall not constitute or be construed as a waiver of Landlord's obligation to maintain such insurance. Acceptance and/or approval of such certificates by the Tenant does not, and shall not be construed to, relieve the Landlord of any obligations, responsibilities or liabilities under this Lease.

J. The Landlord shall not take any action, or omit to take any action, that would suspend or invalidate any of the required coverages during the Term of this Lease. Failure to maintain the required insurance, and failure to provide proof of such coverage to the Authority at its request, may, in the Authority's sole discretion, result in termination of this Lease, in delay or stoppage of payments, and shall allow the Tenant to avail itself of all remedies available under this Lease, at law or in equity.

K. At least two weeks prior to the expiration of any policy required by this Lease, evidence of renewal or replacement policies of insurance with terms at least as favorable to the Authority as the required minimum amounts set forth in Section 37.2 must be furnished to the Authority.

L. By requiring insurance, the Authority does not represent that certain coverages and limits will necessarily be adequate to protect Landlord, and such coverages and limits shall not be deemed a limitation on Landlord's liability under the indemnities granted to the Authority under any provision of this Lease.

M. Landlord and its subcontractors shall waive all rights against the State of New York, the Authority, and their respective agents, officers, directors, and employees, for recovery of damages to the extent these damages are covered by the CGL policy. The Landlord shall cause to be included in its policies insuring against loss, damage or destruction by fire or other insured casualty a waiver of the Landlord's right of subrogation against The New York State Thruway Authority and their officers, agents, and employees, or, if such waiver is unobtainable provide one of the following to the Tenant prior to the Commencement Date of this Lease: (i) an express agreement that such policy shall not be invalidated if the Landlord waives or has waived before the casualty, the right of recovery against New York State Thruway Authority and their officers, agents, and employees or (ii) any other form of permission for the release of The People of the State of New York, The New York Thruway Authority and their officers, agents, and employees. A Waiver of Subrogation Endorsement shall be provided upon request. A blanket Waiver of Subrogation Endorsement evidencing such coverage is also acceptable.

N. Landlord shall provide a copy of the Authority's Insurance Requirements to its insurance producer(s) and insurance carrier(s).

O. Prior to the commencement of any work by a subcontractor, the Landlord shall require such subcontractor to procure policies of insurance that comply with the requirements of this section and maintain the same in force during the term of any work performed by that subcontractor. An Additional Insured Endorsement CG 20 38 04 13 (or the equivalent) evidencing such coverage shall be provided to the Landlord prior to the commencement of any work by a subcontractor and to the Tenant upon request. For subcontractors that are self-insured, the subcontractor shall be obligated to defend and indemnify the above-named additional insureds with respect to Commercial General Liability and Business Automobile Liability, in the same manner that the subcontractor would have been required to pursuant to this section had the subcontractor obtained such insurance policies.

Tenant has not requested that the Landlord submit copies of its entire insurance policies. Generally, the Tenant only requests specific documentation regarding proof of insurance coverage, such as certificates and endorsements. The Landlord is asked to refrain from submitting entire insurance policies, unless specifically requested by the Tenant. If an entire insurance policy is submitted but not requested, the Tenant shall not be obligated to review and shall not be chargeable with knowledge of its contents. In addition, submission of an entire insurance policy not requested by the Tenant does not constitute proof of compliance with the insurance requirements and does not discharge the Landlord from submitting the insurance documentation required by this section.

37.2 – Insurance Requirements

The Landlord shall, at its own expense, obtain and maintain in full force and effect during the Term of this Lease, the following insurance with limits not less than those described

below, or as required by law, whichever is greater:

Insurance Type		Proof of Coverage is Due
Commercial General Liability	Not less than \$5,000,000 each occurrence	Prior to the Commencement Date, upon renewal and upon request.
General Aggregate	\$10,000,000	
Products – Completed Operations Aggregate	\$5,000,000	
Insurance Type		Proof of Coverage is Due
Personal and Advertising Injury	\$1,000,000	
Damage to Rented Premises	\$50,000	
Fire Damage Legal Liability	\$100,000	
Medical Expenses Limit	\$5,000	
Business Automobile Liability Insurance	Not less than \$2,000,000 each occurrence	
Commercial Property Insurance	Not less than the Full Insurable Value	

A. **Commercial General Liability Insurance:** Such liability shall be written on the current edition of ISO occurrence form CG 00 01, or a substitute form providing equivalent coverage and shall cover liability arising from premises operations, independent contractors, products-completed operations, bodily injury, property damage and broad form contractual liability coverage, personal & advertising injury cross liability coverage, and liability assumed in a contract (including the tort liability of another assumed in a contract).

Coverage shall include, but not be limited to, the following:

- Premises liability;
- Independent contractors;
- Blanket contractual liability, including tort liability of another assumed in a contract;
- Defense and/or indemnification obligations, including obligations assumed under this Lease; and
- Cross liability for additional insureds.

If at any time during the Term of this Lease, the Landlord conducts operations at more than one location, the policy shall contain an endorsement to the effect that the general

aggregate limit in the policy shall apply separately to each location operated by the Landlord.

The Landlord shall cause to be included in each of the General and Auto liability policies required herein, ISO form CG 20 10 11 85 (or a form or forms that provide equivalent coverage, such as the combination of the CG 20 10 04 13 and CG 20 37 04 13) and form CA 20 48 10 13 (or a form or forms that provide equivalent coverage), naming as additional insureds: The New York State Thruway Authority and their officers, agents, and employees. An Additional Insured Endorsement evidencing such coverage shall be provided to the Tenant prior to the Commencement Date. A blanket Additional Insured Endorsement CG 20 38 04 13 (or the equivalent) evidencing such coverage is also acceptable.

B. **Excess/Umbrella Liability Policies.** Required insurance coverage limits may be provided through a combination of primary and excess/umbrella liability policies. If coverage limits are provided through excess/umbrella liability policies, then a Schedule of Underlying Insurance listing policy information for all underlying insurance policies (insurer, policy number, policy term, coverage and limits of insurance), including proof that the excess/umbrella insurance follows form, must be provided upon request.

C. **Comprehensive Business Automobile Liability Insurance:** Such insurance shall cover liability arising out of any automobile used in connection with performance under this Lease, including owned, leased, hired and non-owned automobiles bearing or, under the circumstances under which they are being used, required by the Motor Vehicles Laws of the State of New York to bear, license plates. If performance under this Lease shall require the removal of hazardous waste from the Building or the Demised Premises or other transporting of hazardous materials, pollution liability coverage for covered autos shall be provided by Form CA 9 48 03 06 or Form CA 00 12 03 06 and the Motor Carrier Act Endorsement (MCS90) shall be attached to the policy.

In the event that the Landlord does not own, lease or hire any automobiles used in connection with performance under this Lease, the Landlord does not need to obtain Comprehensive Business Automobile Liability Insurance, but must attest to the fact that the Landlord does not own, lease or hire any automobiles used in connection with performance under this Lease on a form provided by the Tenant. If, however, during the Term of this Lease, the Landlord acquires, leases or hires any automobiles that will be used in connection with performance under this Lease, the Landlord must obtain Comprehensive Business Automobile Liability Insurance that meets all of the requirements of this section and provide proof of such coverage to the Tenant within ten (10) days following the date the coverage is bound.

Notwithstanding the foregoing, in the event that the Landlord does not own or lease any automobiles used in connection with the performance under this Lease, but the Landlord does hire and/or utilize non-owned automobiles in connection with performance under this Lease, the Landlord must: (i) obtain Business Automobile Liability Insurance as required by this section, except that such insurance may be limited to liability arising out of hired

and/or non-owned automobiles, as applicable; and (ii) attest to the fact that the Landlord does not own or lease any automobiles used in connection with performance under this Lease, on a form provided by the Tenant. If, however, during the Term of this Lease, the Landlord acquires or leases any automobiles that will be used in connection with performance under this Lease, the Landlord must obtain Business Automobile Liability Insurance that meets all the requirements of this section and provide proof of such coverage to the Tenant within ten (10) days following the date the coverage is bound.

D. **Commercial Property Insurance:** Such insurance shall cover the Demised Premises in an amount not less than the Full Insurable Value of the Demised Premises covering, at a minimum, the perils insured under the ISO Special Causes of Loss Form CP 10 30, or the equivalent, including coverage for loss caused by enforcement of ordinances or laws to the extent it is commercially available. Full Insurable Value shall mean actual replacement cost of the real property (exclusive of the cost of non-insurable portions thereof, such as excavation, foundations and footings).

E. **Workers' Compensation Insurance & Disability Benefits Coverage:** Sections 57 and 220 of the New York State Workers' Compensation Law require the heads of all municipal and State entities to ensure that businesses applying for leases, permits, licenses or contracts have appropriate workers' compensation and disability benefits insurance coverage. These requirements apply to both original issuances and renewals, whether the governmental agency is having the work done or is simply issuing the lease, permit, license or contract. **Failure to provide proper proof of such coverage or a legal exemption will result in a rejection of this Lease.** Therefore, prior to executing this Lease, the Landlord must submit proof to the Tenant that it has workers' compensation and disability benefits coverage as required by the New York State Workers' Compensation Law, or proof that it is legally exempt from obtaining such coverage in compliance with the New York State Workers' Compensation Law.

Proof of compliance must be submitted on one of the forms designated by the New York State Workers' Compensation Board. **An ACORD form is not acceptable proof of New York State workers' compensation or disability benefits insurance coverage.**

Proof of Compliance with the Workers' Compensation Coverage Requirements must be provided on one of the following forms specified by the Workers' Compensation Board:

- A) Form CE-200, *Certificate of Attestation for New York Entities With No Employees and Certain Out of State Entities, That New York State Workers' Compensation and/or Disability Benefits Insurance Coverage is Not Required*, which is available on the New York State Workers' Compensation Board's website (www.wcb.ny.gov);
- B) Form C-105.2 (9/07), *Certificate of Workers' Compensation Insurance*, sent to the Tenant by the Landlord's insurance carrier upon request, or if coverage is provided by the New York State Insurance Fund, it will provide Form U-26.3 to the Tenant upon request;

- C) Form SI-12, *Certificate of Workers' Compensation Self- Insurance*, available from the New York State Workers' Compensation Board's Self-Insurance Office, or Form GSI-105.2, *Certificate of Participation in Workers' Compensation Group Self-Insurance*, available from the Landlord's Group Self-Insurance Administrator.

Proof of Disability Benefits coverage must be provided on one of the following forms specified by the Workers' Compensation Board:

- A) Form CE-200, *Certificate of Attestation for New York Entities With No Employees and Certain Out of State Entities, That New York State Workers' Compensation and/or Disability Benefits Insurance Coverage is Not Required*, which is available on the New York State Workers' Compensation Board's website (www.wcb.ny.gov);
- B) Form DB-120.1, *Certificate of Disability Benefits Insurance*, sent to the Tenant by the Landlord's insurance carrier upon request; or
- C) Form DB-155, *Certificate of Disability Benefits Self- Insurance*, available from the New York State Workers' Compensation Board's Self-Insurance Office.

An instruction manual clarifying the New York State Workers' Compensation Law requirements is available for download at the New York State Workers' Compensation Board's website, <http://www.wcb.ny.gov>. Once on the site, click on the Employers/Businesses tab and then click on Employers' Handbook.

Proof of compliance shall be submitted to The New York State Thruway Authority. The Landlord shall notify The New York State Thruway Authority days prior to material change or cancellation of such coverage.

38. AUTOMATED EXTERNAL DEFIBRILLATORS

The Landlord covenants and agrees to cooperate with the Tenant with regard to the installation of Automated External Defibrillators (AEDs) within the Demised Premises that comply with all applicable laws, rules, regulations and orders, at the Tenant's expense.

39. FIRE EXTINGUISHERS

The Landlord, at its own cost and expense, shall provide, test and maintain, the fire extinguishers in the Premises and elsewhere throughout the Building. The types of extinguishers provided and their locations, testing and maintenance shall, at all times during the Lease Term, comply with the standards of the Occupational Safety and Health Administration of the United States Department of Labor, as such standards are contained in Title 29 of the Code of Federal Regulations at Section 1910.157, as the same shall be amended from time to time, unless State statutes or local ordinances impose stricter requirements, in which event the Landlord shall comply with the strictest requirements. All fire extinguisher installations shall be done in

compliance with the New York State Uniform Fire Prevention and Building Code and the Americans with Disabilities Act Accessibility Guidelines (hereinafter referred to as the "ADAAG").

40. REDECORATION

Within 180 days of the commencement of Renewal Term One, the Landlord shall, without cost to the Tenant, complete the following improvements per building standard specifications: **TBD**

Within 180 days of the commencement of Renewal Term Two, the Landlord shall, without cost to the Tenant, complete the following improvements per building standard specifications: **TBD**

41. GENERAL PROVISION AS TO REMEDIES

- a. The Landlord and the Tenant may exercise their respective rights and remedies at any time, in any order, to any extent, and as often as deemed advisable, without regard to whether the exercise of one right or remedy precedes, concurs with, or succeeds, the exercise of another.
- b. A single or partial exercise of a right or remedy by the Landlord and the Tenant shall not preclude a further exercise of the right or remedy or the exercise of another right or remedy from time to time.
- c. No delay or omission in exercising a right or remedy by the Landlord and the Tenant shall exhaust or impair the right or remedy or constitute a waiver of, or acquiescence to, an event of default.
- d. No waiver of an event of default by the Landlord or the Tenant shall extend to or affect any other event of default or impair any right or remedy with respect to an event of default.
- e. No action (including the payment or acceptance of Fixed Rent or additional rent) or inaction shall constitute a waiver of an event of default.
- f. No waiver of any event of default shall be effective, unless it is in writing.
- g. The payment of Fixed Rent or additional rent shall not be construed as a waiver of any claim the Tenant may have against the Landlord.
- h. The rights and remedies granted hereunder are cumulative, and are not in lieu of, but are in addition to, and shall not be affected by the exercise of any other remedy or right now or hereafter existing at law or in equity.

42. FIBER OPTIC ACCESS

Throughout the Term, renewal, extension or holdover period of this Lease, whichever is applicable, the Landlord shall provide for the Tenant's exclusive use a telecommunications conduit ("the Conduit") connecting the Premises with the Thruway Rights-of-Way. The Tenant shall have the right to install, use, operate and maintain a fiber optic cable or cables ("the Cable") within this Conduit to enable the Tenant to connect the Premises with the Tenant's telecommunications system on the Thruway Mainline, or for any other communications purposes for which the Tenant needs to connect the Premises to the Thruway Rights-of-Way. At the end of the Lease Term, renewal, extension or holdover period, whichever is applicable, the Tenant shall have the right to abandon said conduit and cable in

place.

Landlord understands that Tenant's need for continuous fiber optic service is critical to its operations and agrees to hold harmless and indemnify Tenant from and against any and all claims, losses, damages, liabilities, costs and expenses arising out of or relating to a breach of any of the representations contained in the paragraph directly above, including, but not limited to, any and all claims, losses, damages, liabilities, costs and expenses that may be incurred by Tenant by reason of an action challenging Tenant's rights under the easement.

Landlord shall immediately notify Tenant of any action or threatened action by the Town or the affiliated entity or by any third party alleging an interest or asserting rights (e.g. eminent domain rights) that could result in an interruption of Tenant's fiber optic service.

If relocation of the Conduit and the Cable is necessary any reason, (a) Landlord shall provide conduit for the Authority's exclusive use, at an alternate location that connects the Premises with the Thruway Rights-of-Way at a level of service equal to that which existed at the first location; (b) Landlord shall be solely responsible for all costs of relocation, including, but not limited to, all costs of property rights that must be acquired for such relocation of that portion of the Conduit and the Cable that is located on the property on which the Premises are located; (c) Tenant shall be solely responsible for all costs to relocate that portion of the Conduit and Cable connecting the Premises to the Authority Rights-of-Way which is not located on the Property on which the Premises are located; (d) Relocation of the Conduit shall be carried out by Landlord; (e) Relocation of the Cable shall be carried out by the Tenant and (f) Except in emergency, prior to carrying out relocation of the Conduit, Landlord shall furnish estimates of costs to Tenant for approval.

Notwithstanding anything to the contrary contained herein, if after using its best efforts Landlord cannot provide an alternate location for the fiber optic cable and conduit so that the cable and the conduit can be relocated in a manner allowing direct connection to the Tenant's fiber optic backbone system and a level of service equal to that which existed at the first location, then Tenant shall have the right to terminate the Lease, in which event rent shall abate from the date Tenant gives Landlord notice of such termination, and Tenant shall be relieved of further liability under the Lease.

Landlord shall, upon Tenant's request, afford Tenant or Tenant's contractors, or other third parties, access to the Building and the Demised Premises for the purpose of locating, installing, repairing, replacing, removing, and maintaining said Fiber Optic conduit and cable, and Landlord shall execute any and all documents, agreements and instruments in order to effectuate the same, all at Landlord's expense. Tenant shall have the right to enter into reasonable agreements with Tenant's contractors or other third parties providing Fiber Optic services creating licenses or permissions in favor of such companies and/or other third parties as are required in order to service the Demised Premises, and Landlord covenants and agrees to consent thereto and to execute any and all documents, agreements and instruments, and to take all other actions, in order to effectuate the same.

If repairs to the Conduit or the Cable are necessary for any reason, (a) Landlord shall be solely responsible for all costs to repair that portion of the Conduit or the Cable which is

located on the Property on which the Premises are located, excepting those repairs that are required as a direct result of actions taken by the Tenant or its agents in which case Tenant shall be solely responsible for all costs to repair; (b) Tenant shall be solely responsible for all costs to repair that portion of the Conduit or the Cable connecting the Premises to the Authority Rights-of-Way, that is not located on the Property on which the Premises are located; (c) All repairs of the Conduit shall be carried out by Landlord; (d) All repairs of the Cable shall be carried out by the Tenant and (e) Except in emergency, prior to carrying out repairs to the Conduit, Landlord shall furnish estimates of costs to Tenant for approval.

Relocation/repair costs shall include, but not be limited to, all costs of relocating, replacing and/or repairing the Conduit and the Cable necessary to reestablish a direct connection to the Tenant's telecommunications system and a level of fiber optic service equal to that which existed prior to the relocation/repair.

43. LANDLORD'S CONSENT

Whenever the Landlord's consent is required under any provisions of this Lease such consent shall not be unreasonably withheld, conditioned or delayed.

44. SECTIONAL HEADINGS

The sectional headings as to the contents of particular sections herein are inserted only for convenience, and are not to be construed as a part of this Lease or as a limitation of the scope of the particular section to which they refer.

45. BINDING EFFECT

This Lease shall be binding upon the Parties and their respective successors and assigns. The submission of any unexecuted copy of this Lease shall not constitute an offer to be legally bound by the provisions of the document submitted. No Party shall be bound by this Lease until it (i) is executed by all necessary Parties; (ii) has been approved as to form by the Office of the Attorney General; (iii) has been approved by OSC; and (iv) has actually been delivered by the Tenant to the Landlord. This Lease may be executed in counterparts, and each counterpart constitutes an original document, each of which shall be deemed to be an original and all of which together shall constitute one and the same instrument.

46. INTERPRETATION

- a. A provision of this Lease that requires a Party to perform an act shall, if required, be construed so as to require the Party to cause the act to be performed. A provision of this Lease that prohibits a Party from performing an act shall, if required, be construed as to prohibit the Party from permitting others within its control to perform the act.
- b. Each Party shall be deemed to be required to perform each of its obligations under this Lease at its own expense, except to the extent, if any, that this Lease specifies otherwise.

- c. This Lease shall be governed by the laws of the State of New York.
- d. All prior agreements of the Parties are merged into this Lease and neither Party is relying upon prior statements or representations.
- e. If any provision of this Lease shall be invalid or unenforceable, the remainder of this instrument shall remain in full force and effect.
- f. Words of masculine gender shall be deemed and construed to include correlative words of the feminine and neuter genders. Unless the context shall indicate otherwise, words importing persons shall include firms, associations and corporations, including public bodies as well as natural persons.
- g. The terms "hereby," "hereof," "hereto," "herein," "hereunder," and any similar terms, as used in this Lease, refer to this Lease.
- h. Unless otherwise specifically set forth herein, the term "day" shall refer to a calendar day, including Saturdays, Sundays and State Legal Holidays, as that term is defined in Section 13 of this Lease.

47. REMOVAL OF PERSONAL PROPERTY

Any and all articles of personal property, including, without limitation, business and trade fixtures, machinery, equipment, cabinet work, furniture, movable partitions, carpeting and water coolers, owned or installed by the Tenant are and shall remain the property of the Tenant, and may be removed by them at any time during the Lease Term, Renewal Term, or any extension or holdover thereof, but the Tenant shall not be required to remove them at the end of the Lease Term, Renewal Term, or any extension or holdover thereof unless they so elect, provided that if such business and trade fixtures, machinery, equipment, cabinet work, furniture, movable partitions, carpeting, and water coolers are removed, the cost of repairing any damage to the Building arising from such removal shall be paid by the Tenant.

48. NO DEVIATIONS

The Executive Director of the Authority or his designees are the only individuals on behalf of the Tenant authorized to allow any deviations from the provisions of this Lease, including substitutions for, or additions to, items of construction or alterations, or to commit the Tenant in any way. All requests for deviations from the provisions of this Lease shall be made to the Tenant in compliance with the notice provisions contained in Section 50 of this Lease.

49. MERGER

This Lease and the appendix, exhibit(s) and schedule(s) attached hereto constitute the entire agreement of the Parties on the subject matter hereof. No representations or promises have been made with respect to the Demised Premises other than those contained herein or as may be contained in any rider, schedule, appendix or exhibit attached to, and made a part of, this Lease. The Landlord agrees that no representations or warranties shall be binding upon the Tenant unless expressed in writing in this Lease Agreement. This Lease may not be changed or canceled orally. Unless otherwise allowed for in this Lease, all modifications to this Lease shall not be effective until the same are memorialized in a Lease Modification Agreement that (i) is executed by all necessary Parties; (ii) has been approved as to form by the Office of the Attorney General; (iii) has been approved by OSC; and (iv) has actually been delivered by the Tenant to

the Landlord.

50. NOTICE

Any notice by the Tenant to the Landlord shall be deemed to be duly given if mailed by certified mail, addressed to the Landlord at the following address: [REDACTED]. Any notice by the Landlord to the Tenant shall be deemed to be duly given if mailed by certified mail addressed to The New York State Thruway Authority at 200 Southern Boulevard, Albany, NY 12209 P.O. Box 189 Albany, NY 12201-0189 Attention: Chief Financial Officer, with a copy also to General Counsel, Thruway Authority.

The Landlord and the Tenant shall notify each other of all changes in the above-referenced addresses within ten (10) business days of the effective date of such change.

51. NON-PUBLIC PERSONAL INFORMATION SECURITY BREACH

The Landlord shall comply with the provisions of the New York State Information Security Breach and Notification Act (New York State General Business Law Section 899-aa and New York State Technology Law Section 208). The Landlord shall be liable for the costs associated with such breach if the same is caused by the Landlord's negligent or willful acts or omissions, or the negligent or willful acts or omissions of the Landlord's agents, officers, employees or sublandlords.

52. ASSIGNMENT AND SUBLETTING BY TENANT

Tenant shall not, without the prior written consent of Landlord have the right to assign this Lease, or sublet, or encumber the Premises in whole or in part, or permit any other person or entity to occupy or use same, except that prior written consent is not required for another agency, Board, department or authority of the State of New York. Landlord shall not unreasonably withhold its consent to an assignment or subletting provided that (1) Tenant is not in default of any of its obligations hereunder, (2) the original Tenant shall remain liable for the full performance of the obligations of Tenant hereunder, including, without limitation, the obligations to pay rent and other sums hereunder, (3) in Landlord's reasonable opinion (a) the reputations of the proposed assignee or subtenant and its principals are sound and (b) the financial condition of the proposed assignee or subtenant is stable, sound, and more than sufficient to meet its liabilities, including those hereunder, and (5) such sublease or assignment shall be subject to all of the provisions of this Lease, including, without limitation, those relating to Landlord's right to receive half the consideration for the assignment or half the amount by which rent under the sublease exceeds rent less the Tenant's expenses relative to the assignment or subletting hereunder.

53. ENCOURAGING USE OF NEW YORK STATE BUSINESSES

New York State businesses have a substantial presence in State leases and strongly contribute to the economies of the State and the nation. In recognition of the economic activity and leadership such businesses offer, landlords are strongly encouraged and expected to consider New York State businesses, including small, minority- and women-owned business enterprises,

in the fulfillment of the requirements of leases. Such partnering may be as subcontractors, suppliers, protégés or other supporting roles.

Tenants are also strongly encouraged, to the maximum extent practicable and consistent with legal requirements, to use responsible and responsive New York State businesses in purchasing commodities that are of equal quality and functionality and in utilizing services and technology.

Utilizing New York State businesses in State leases will help create more private sector jobs, rebuild New York State's infrastructure, and maximize economic activity to the mutual benefit of the Landlord and its New York State business partners. New York State businesses will promote the Landlord's optimal performance under this Lease.

The State encourages landlords to provide maximum assistance to New York State businesses in their use of State leases. The potential participation by all kinds of New York State businesses will deliver great value to the State and its taxpayers.

54. VENDOR RESPONSIBILITY

The Tenant conducts a review of prospective landlords to provide reasonable assurance that the landlord is responsive and responsible. The NYS Vendor Responsibility Questionnaire (VRQ), which can be found on the OSC website at <http://www.osc.state.ny.us/vendrep/index.htm>, or requested from the Tenant in accordance with Section 51 of this Lease is designed to provide information to assess a landlord's responsibility to conduct business in New York State based upon its financial and organizational capacity, legal authority, business integrity and past performance history. The Landlord agrees to fully and accurately complete the VRQ prior to execution of this Lease by the Authority. The Landlord acknowledges that the Tenant's execution of this Lease will be contingent upon the Tenant's determination that the Landlord is responsible, and that the Tenant will be relying upon the Landlord's disclosures and Tenant's independent research when making its responsibility determination.

In order to assist the Tenant in determining the responsibility of a landlord prior to the award of a lease, the Landlord must complete and certify the VRQ prior to the date of execution of this Lease and, thereafter, the Landlord is under the obligation to update the information provided in the VRQ when there is a material change to the responses or upon request of the Tenant or OSC. The Landlord should visit the OSC website to become familiar with all of the requirements of the VRQ in order to accurately complete it or may request information on the requirements from the Tenant.

The Landlord agrees that if it enters into this Lease with the Tenant, it shall at all times during the Lease Term remain responsible. The Landlord agrees, if requested by the Tenant, to present evidence of its continuing legal authority to do business in New York State and its business integrity, legal authority, experience, ability, prior performance and organizational and financial capacity.

55. FORCE MAJEURE

For purposes of this Lease, “Force Majeure” shall mean an event or effect that cannot be reasonably anticipated or controlled. Force Majeure includes, but is not limited to, acts of God, acts of war, acts of public enemies, terrorism, strikes, fires, explosions, actions of the elements, floods or other similar causes beyond the control of the Landlord or the Tenant in the performance of this Lease which non-performance, by exercise of reasonable diligence, cannot be prevented but shall expressly exclude the inability of the Landlord, the Tenant to comply with any payment obligations under this Lease, such as, by way of example only, the obligation to pay Fixed Rent hereunder.

56. PARTICIPATION OPPORTUNITIES FOR NEW YORK STATE CERTIFIED DISADVANTAGED/MINORITY/WOMEN-OWNED/SERVICE-DISABLED VETERAN- OWNED BUSINESSES

Pursuant to State and Federal Laws, rules, regulations and Executive Orders that provide for more meaningful participation in public procurement by certified Disadvantaged/Minority/Women- owned/ Service-Disabled Veteran-Owned Businesses (“DBE/MWBE/SDVOBs”), thereby further integrating such businesses into New York State’s economy, the Authority recognizes the need to promote the employment of minorities, women and service- disabled veterans and to ensure that certified DBE/MWBE/SDVOBs have opportunities for maximum feasible participation in the performance of Authority leases.

In recognition of the service and sacrifices made by service- disabled veterans and in recognition of the economic activity such businesses offer in New York State, landlords are strongly encouraged and expected to consider SDVOBs in the fulfillment of the requirements of this Lease. Such participation may be as subcontractors or suppliers, as protégés, or in other partnering or supporting roles.

For purposes of this Lease, the Tenant has determined that this Lease does not provide utilization opportunities for meaningful participation by DBE/MWBE/SDVOBs as subcontractors, service providers, or suppliers to the Landlord. Nevertheless, the Landlord is encouraged to support, promote and assist the Tenant in providing participation opportunities for DBEs/MWBEs/SDVOBs on this Lease for the provision of services and materials.

The directory of New York State Certified

- Disadvantaged Business Enterprises can be viewed at: <https://nysucp.newnycontracts.com>
- Minority/Women-Owned Business Enterprises can be viewed at: <https://ny.newnycontracts.com>
- Service-Disabled Veteran-Owned Business Enterprises (SDVOBs) can be viewed at: <https://ogs.ny.gov/veterans/>.

The Landlord is encouraged to contact the Authority Office of Compliance at 518-471-5830 to discuss methods for maximizing participation of DBEs/MWBEs/SDVOBs on this Lease.

57. GENERATOR

If the Landlord does not provide back-up power, the Tenant shall have the right to install an emergency power generator for the Tenant's exclusive use at a mutually agreeable location. Obtaining any required governmental approvals to install the generator will be the responsibility of the Tenant. Costs for equipment, installation and operating permits shall be the sole responsibility of the Tenant. The Landlord shall maintain the electrical service in such a manner as to allow for the operation of the generator including, but not limited to, isolating the Demised Premises from the remainder of the Building. The generator shall be the Tenant's property and, at the end of Lease Term, renewal, extension or holdover period, whichever is applicable, the Tenant shall have the right to remove said generator.

58. ROOF ACCESS

The Landlord shall provide the Tenant with roof space to install antennas, dishes or any other transmitting or receiving equipment. All such installations shall be approved by the Landlord and be installed in good, safe and workmanlike manner, not interfere with the transmissions or operations of other such equipment on the Property or in the area, be in accordance with any roof bond of Landlord and not be tied to the cupping. The Tenant shall be responsible for damage to the roof that is solely the result of the Tenant's installations; and the Tenant shall remove all such installations at the end of this Lease and restore the roof to the original condition, normal wear and tear excepted. Neither the Tenant nor its contractors shall access the roof without first notifying the Landlord.

59. PUBLIC TAKING

If the whole of the land and Building of which the Premises or the facilities providing Utility Services to the Tenant are a part that shall be taken for any building or quasi-public use, under any statute or by right of eminent domain or private purchase in lieu thereof by a public body vested with the power of eminent domain, then, when possession shall be taken thereunder of the Premises, the term herein and all rights of the Tenant hereunder shall immediately terminate, and the rent shall be adjusted as of the time of such termination and any rent paid for a period thereafter shall be refunded. Notwithstanding the foregoing, if only the facilities providing Utility Services are taken and if the Landlord can, at its sole expense, relocate the facilities providing Utility Services without interruption of such Services during business hours, Tenant shall not terminate Lease.

If less than all of the Building or the facilities providing Utility Services to the Tenant shall be so taken, but if such taking shall substantially affect the Premises or the means of access thereto or the provision of Utility Services to the Tenant, or if such taking shall be of a substantial part of the Premises, the Landlord or the Tenant shall have the right, by delivery of notice in writing to the other party, to terminate this Lease and the term and estate hereby granted as of the date when possession shall be so taken. If neither party shall so elect, this Lease shall be and remain unaffected by such taking except that, effective as of the date when possession shall be so taken, the rent payable hereunder shall be diminished by an amount that shall bear the same ratio to the rent as the area of the part of the Premises taken bears to the area of the Premises before such taking.

60. NOTIFICATION OF AVAILABLE SPACE

It is mutually agreed between both parties hereto that the Landlord shall notify the Tenant of any additional space for lease as it becomes available within the Building in order to provide Tenant with an opportunity to lease the additional space.

61. APPENDIX, EXHIBITS AND SCHEDULE

The following appendix, exhibits and schedule are being attached and made part of this Lease:

Appendix "A"	Standard Clauses for New York State Thruway Authority
Exhibit "1"	Premises Floor Plan (Sections 1 and 13)
Exhibit "2"	Landlord Services (Section 6)
Exhibit "3"	Executive Order 22 (Sections 11, 12, 16, 17, 63 and 64 and
Schedule "A")	
Exhibit "4"	Request for Lease Compliance Service(s) (Section 19)
Exhibit "5"	MSLF (Section 11)
Exhibit "6"	Assignment and Assumption Form (Section 30)
Exhibit "7"	Landlord Change of Name/Address Form (Section 30)
Exhibit "8"	Detailed Estimate Form (Section 34)
Exhibit "9"	Subordination Non-Disturbance Agreement (Section 26)
Schedule "A"	Janitorial Service Specifications (Section 16)
Schedule "B"	Work Letter (Section 7)
Schedule "C"	Construction Plan (Section 7)

In the event of a conflict between the terms of this Lease and the exhibits and schedules hereto, the terms of this Lease shall control. In the event of a conflict between the terms of this Lease (including the exhibits and schedules) and Appendix "A" hereto, the terms of Appendix "A" shall control.

62. APPENDIX "A"

The Parties acknowledge and agree that the terms and provisions of Appendix "A," Standard Clauses for New York State Thruway Authority Contracts, attached hereto and forming a part of this Lease, shall be incorporated herein and constitute fully effective and binding obligations upon the Parties.

63. REDUCING WASTE

Pursuant to EO-22, which is annexed hereto as Exhibit 3, the Landlord shall identify all instances where single-use plastics are used in the common areas of the Building, the Demised Premises or in performance of its obligations pursuant to this Lease and create a plan to eliminate their use in all circumstances, where practical and where doing so will not endanger employee or public health and safety. In addition, EO-22 prohibits the expenditure of State funds for the purchase of bottled water. The Landlord acknowledges an understanding of the requirements of EO-22 and pledges to cooperate with the Tenant and the Occupying Agency in their

implementation.

64. REDUCING GREEN HOUSE EMISSIONS/CLIMATE CHANGE/OPEN SPACE

EO-22, which is annexed hereto as Exhibit 3, provides requirements and prohibitions pertaining to a variety of matters, including but not limited to, the avoidance of the use of backup emergency diesel generators where practicable, the design and build out of projects to account for the climate change that may occur over the lifespan of the project including incorporating climate projections and adaptation strategies in upfront design and expected operations and management, and consideration of the preservation of open space as a strategy for climate risk mitigation in new and existing construction. The Landlord acknowledges an understanding of the requirements of EO-22 and pledges to cooperate with the Tenant and the Occupying Agency in their implementation.

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IN WITNESS WHEREOF, the Parties hereto have caused this Lease to be executed in multiple originals the day and year first written above.

The Landlord certifies that all information provided to the New York State Thruway Authority and the State with respect to State Finance Law §139-k is complete, true and accurate. The New York State Thruway Authority reserves the right to terminate this Lease in the event it is found that the certification filed by the Landlord in accordance with New York State Finance Law §139-k was intentionally false or intentionally incomplete. Upon such finding, the State may exercise its termination right by providing written notification to the Landlord in accordance with Section 51 of this Lease.

By _____

Name: _____

Title: _____

STATE OF NEW YORK

}

SS.: _____

COUNTY OF _____

:

}

On the ____ day of _____, in the year 20__ before me, the undersigned, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

Notary Public, State of New York Qualified in County of: _____ My
Commission Expires: _____

New York State Thruway Authority

By: _____
Frank G. Hoare
Executive Director

RECOMMENDED BY:

APPROVED AS TO FORM:

Authority Chief Financial Officer

Authority Deputy General Counsel

DRAFT

APPROVED AS TO FORM:
Letitia A. James
General

Thomas P. DiNapoli
New York State Comptroller Attorney

By: _____

By: _____

Approved:
Assistant Attorney General

Date: _____

DRAFT

APPENDIX A

Standard Clauses For New York State Thruway Authority Contracts

The parties to the attached contract, license, lease, amendment or other agreement of any kind (“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 and its agents, successors and assigns, other than the Thruway Authority (“Authority”), whether a contractor, licensor, licensee, lessor, lessee or any other party):

1. NON-ASSIGNMENT CLAUSE. This contract may not be assigned by the Contractor nor may its right, title or interest therein be assigned, transferred, conveyed, subcontracted, sublet or otherwise disposed of without the previous consent, in writing, of the Authority and any attempts to assign the contract without the Authority’s written consent are null and void.

2. COMPTROLLER APPROVAL. Where required by law, this contract may require approval of the State Comptroller and shall not be valid until it has been approved by the State Comptroller and filed in its office.

3. WORKERS’ COMPENSATION AND DISABILITY BENEFITS. 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 State Workers’ Compensation Law. If employees will be working on, near or over navigable waters, a U.S. Longshore and Harbor Workers’ Compensation Act endorsement must be included.

4. NON-DISCRIMINATION REQUIREMENTS. To the extent required by Article 15 of the State 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 (including gender identity or expression), national origin, sexual orientation, military status, age, disability, predisposing genetic characteristics, marital status or domestic violence victim status or because the individual has opposed any practices forbidden under the Human Rights Law or has filed a complaint, testified, or assisted in any proceeding under the Human Rights Law. Furthermore, in accordance with State Labor Law §220-e, 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 State Labor Law §230, then, in accordance with §239 thereof, the 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. The Contractor is subject to fines of \$50 per person per day for any violation of State Labor Law §§220-e or 239 as well as possible termination of this contract and forfeiture of all moneys due hereunder for a second or subsequent violation.

5. WAGE AND HOURS PROVISIONS. If this is a public work contract covered by Article 8 of the State Labor Law or a building service contract covered by Article 9 thereof, neither the 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 State Labor Law and as set forth in prevailing wage and supplement schedules issued by the State Labor Department. Furthermore, the Contractor and its subcontractors must pay at least 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 State Labor Law. Additionally, effective April 28, 2008, if this is a public work contract covered by Article 8 of the New York State Labor Law, the Contractor understands and agrees that the filing of payrolls in a manner consistent with subdivision 3-a of §220 of the New York State Labor Law shall be a condition precedent to payment by the Authority of any Authority approved sums due and owing for work done on the project.

6. NON-COLLUSIVE BIDDING CERTIFICATION. In accordance with State Public Authorities Law §2878, if this contract was awarded based upon the submission of bids, the Contractor warrants, under penalty of perjury, that its bid was arrived at independently and without collusion aimed at restricting competition. The Contractor further warrants that, at the time the Contractor submitted its bid, an authorized and responsible person executed and delivered to the Authority a non-collusive bidding certification on the Contractor’s behalf.

7. INTERNATIONAL BOYCOTT PROHIBITION. In accordance with State Labor Law §220-f, if this contract exceeds \$5,000, the Contractor agrees, as a material condition of this contract, that neither the Contractor nor any substantially owned or affiliated person, firm, partnership, or corporation has participated, is participating, or shall Federal Export Administration Act of 1979 (50 USC App. §§2401 et seq.) or regulations thereunder. If such Contractor, or any of the aforesaid affiliates of the 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 Authority within five (5) business days of such conviction, determination or disposition of appeal.

8. SET-OFF RIGHTS. The Authority shall have rights of set-off. These rights shall include, but not be limited to, the Authority'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 by the Contractor to the Authority with regard to this contract, or any other contract with the Authority, including any contract for a term commencing prior to the term of this contract, plus any amounts due and owing to the Authority for any other reason including, without limitation, monetary penalties, adjustments, fees, or claims for damages by the Authority and third parties in connection therewith.

9. RECORDS. The Contractor shall establish and maintain complete and accurate books, records, documents, accounts and other evidence directly pertinent to performance under this contract (collectively, "Records") for a period of six (6) years (or any other longer period required by law) following final payment or the termination of this contract, whichever is later, and any extensions thereto. The Authority, State Comptroller, State Attorney General and any other person or entity authorized to conduct an examination shall have access to the Records during normal business hours at an office of the Contractor within New York State, or, if no such office is available, at a mutually agreeable and reasonable venue within the State, during the contract term, any extensions thereof and said six (6) year period thereafter, for purposes of inspection, auditing and copying. As used in this clause, "termination of this contract" shall mean the later of completion of the work of the contract or the end date of the term stated in the contract. The Authority will take reasonable steps to protect from public disclosure those Records which are exempt from disclosure under State Public Officers Law §87 ("Statute") provided that: (i) the Contractor shall timely inform an appropriate Authority official, in writing, that said records should not be disclosed; (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 Authority's right to discovery in any pending or future litigation.

10. IDENTIFYING INFORMATION AND PRIVACY NOTIFICATION. 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 the Authority 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 its invoice or New York State standard voucher, must give the reason or reasons why the payee does not have such number or numbers.

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 State Tax Law §5. Disclosure of this information by the seller or lessor to the Authority 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 State Commissioner of Taxation and Finance. The information will be used for tax administration purposes and for any other purpose authorized by law.

The above personal information is maintained at the New York State Thruway Authority, Department of Finance and Accounts, P.O. Box 189, Albany, New York 12201.

11. EQUAL EMPLOYMENT OPPORTUNITIES FOR MINORITIES AND WOMEN. In accordance with State Executive Law §312, if this contract is: (i) a written agreement or purchase order instrument, providing for a total expenditure in excess of \$25,000, whereby the Authority 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 Authority; or (ii) a written agreement in excess of \$100,000 whereby the Authority 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 whereby the owner of a State assisted housing project is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, or major repair or renovation of real property and improvements thereon for such project, then the following shall apply and by signing this contract the Contractor certifies and affirms that it is Contractor's equal employment opportunity policy that:

(a) The Contractor will not discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, age, disability, or marital status, and shall

make and document its conscientious and active efforts to employ and utilize minority group members and women in its work force on Authority contracts 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. As used in this clause, "affirmative action" shall mean recruitment, employment, job assignment, promotion, upgrading, demotion, transfer, lay-off or termination, and rates of pay or other forms of compensation.

(b) At the request of the Authority, 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.

(c) The Contractor shall state, in all solicitations or advertisements for employees, that in the performance of this 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.

The Contractor shall include the provisions of (a), (b) and (c) above in every subcontract over \$25,000 for the construction, demolition, replacement, major repair, renovation, planning or design of real property and improvements thereon except where such 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. The Authority will consider compliance by a Contractor or its subcontractor with the requirements of any Federal law concerning equal employment opportunity which effectuates the purpose of this section. The Authority 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 Authority may waive the applicability of §312 of the Executive Law to the extent of such duplication or conflict. The Contractor shall comply with all duly promulgated and lawful rules and regulations of the Department of Economic Development's Division of Minority and Women's Business Development pertaining thereto.

12. 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.

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

14. LATE PAYMENT. Timeliness of payment and any interest to be paid to the Contractor for late payment shall be governed by State Public Authorities Law §2880 and 21 NYCRR Part 109.

15. 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.

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

17. PROHIBITION ON PURCHASE OF TROPICAL HARDWOODS. The Contractor certifies and warrants that all wood products to be used under this contract will be in accordance with, but not limited to, the specifications and provisions of State Finance Law §165 (Use of Tropical Hardwoods) which prohibits purchase and use of tropical hardwoods, unless specifically exempted, by the State or any governmental agency or political subdivision or public benefit corporation. Qualification for an exemption under this law will be the responsibility of the Contractor to establish to meet with the approval of the Authority.

In addition, when any portion of this contract involving the use of woods, whether supply or installation, is to be performed by any subcontractor, the prime Contractor will indicate and certify in the submitted bid proposal that the subcontractor has been informed and is in compliance with specifications and provisions regarding use of tropical hardwoods as detailed in State Finance Law §165. Any such use must meet with the approval of the Authority; otherwise, the bid may not be considered responsive. Under bidder certifications, proof of qualification for exemption will be the responsibility of the Contractor to meet with the approval of the Authority.

18. MACBRIDE FAIR EMPLOYMENT PRINCIPLES. In accordance with the MacBride Fair Employment Principles (Chapter 807 of the Laws of 1992), the Contractor hereby stipulates that the Contractor either (a) has no business operations in Northern Ireland, or (b) shall take lawful steps in good faith to conduct any business operations in Northern Ireland in accordance with the MacBride Fair Employment Principles (as described in State Finance Law §165), and shall permit independent monitoring of compliance with such

principles.

19. OMNIBUS PROCUREMENT ACT OF 1992. It is the policy of New York State to maximize opportunities for the participation of New York State business enterprises, including minority and women-owned business enterprises as bidders, subcontractors and suppliers on its procurement contracts.

Information on the availability of New York State subcontractors and suppliers is available from:

NYS Department of Economic Development
Division for Small Business
30 South Pearl Street – 7th Floor
Albany, NY 12245
Phone: (518) 292-5220
Fax: (518) 292-5884
<http://www.esd.ny.gov>

A directory of certified minority and women-owned business enterprises is available from:

NYS Department of Economic Development Minority and Women's Business Development Division
30 South Pearl Street – 2nd Floor
Albany, NY 12245
Phone: (518) 292-5250
Fax: (518) 292-5803
<http://www.esd.ny.gov>

The Omnibus Procurement Act of 1992 requires that by signing this bid proposal or contract, as applicable, the Contractor certifies that whenever the total bid amount is greater than \$1 million:

(a) The Contractor has made reasonable efforts to encourage the participation of New York State Business Enterprises as suppliers and subcontractors, including certified minority and women-owned business enterprises, on this project, and has retained the documentation of these efforts to be provided upon request to the Authority;

(b) The Contractor has complied with the Federal Equal Opportunity Act of 1972 (P.L. 92-261), as amended;

(c) The Contractor agrees to make reasonable efforts to provide notification to New York State residents of employment opportunities on this project through listing any such positions with the Job Service Division of the NYS Department of Labor, or providing such notification in such manner as is consistent with existing collective bargaining contracts or agreements. The Contractor agrees to document these efforts and to provide said documentation to the Authority upon request; and

(d) The Contractor acknowledges notice that the Authority may seek to obtain offset credits from foreign countries as a result of this contract and agrees to cooperate with the Authority in these

efforts.

20. RECIPROCITY AND SANCTIONS PROVISIONS. Bidders are hereby notified that if their principal place of business is located in a country, nation, province, state or political subdivision that penalizes New York State vendors, and if the goods or services they offer will be substantially produced or performed outside New York State, the Omnibus Procurement Act 1994 and 2000 amendments (Chapters 684 and 383, respectively) require that they be denied contracts which they would otherwise obtain. Contact the Department of Economic Development, Division for Small Business, 30 South Pearl Street, Albany, New York 12245, for a current list of jurisdictions subject to this provision. NOTE: As of October 2019, the list of discriminatory jurisdictions subject to this provision includes the states of South Carolina, Alaska, West Virginia, Wyoming, Louisiana and Hawaii.

21. NON-PUBLIC PERSONAL INFORMATION. The Contractor shall comply with the provisions of the New York State Information Security Breach and Notification Act (General Business Law §899-aa; State Technology Law §208). In addition to any relief or damages that may be imposed pursuant to the provisions of this Act, the Contractor shall be liable for the costs imposed upon the Authority which are associated with breach of the Act if caused by Contractor's negligent or willful acts or omissions, or the negligent or willful acts or omissions of the Contractor's agents, officers, employees or subcontractors.

22. IRAN DIVESTMENT ACT. In accordance with State Public Authorities Law §2879-c, if this is a contract for work or services performed or to be performed, or goods sold or to be sold, the Contractor subscribes and affirms, under penalty of perjury, that: by signing this contract, each person and each person signing on behalf of any other party certifies, and in the case of a joint bid 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 §165-a of the State Finance Law, entitled "Entities Determined to be Non-Responsive Bidders/Offerers pursuant to the New York State Iran Divestment Act of 2012" ("Prohibited Entities List") posted at: <https://ogs.ny.gov/list-entities-determined-be-non-responsive-biddersofferers-pursuant-nys-iran-divestment-act-2012>.

For the purposes of this clause, the term "person" shall be as defined in subdivision (1)(e) of §165-a of the State Finance Law.

Contractor further certifies that it will not utilize on this contract any subcontractor that is identified on the Prohibited Entities List. Contractor agrees that should it seek to renew or extend this contract, it must provide the same certification at the time the contract is renewed or extended. Contractor also agrees that any proposed Assignee of this contract will be required to

certify that it is not on the Prohibited Entities List before the contract assignment will be approved by the Authority.

During the term of the contract, should the Authority receive information that a person (as defined in State Finance Law § 165-a) is in violation of the above-referenced certifications, the Authority will review such information and offer the person an opportunity to respond. If the person fails to demonstrate that it has ceased its engagement in the investment activity which is in violation of the Act within 90 days after the determination of such violation, then the Authority shall take such action as may be appropriate and provided for by law, rule, or contract, including, but not limited to, imposing sanctions, seeking compliance, recovering damages, or declaring the Contractor in default.

23. OBSERVANCE OF LAWS. The Contractor agrees to observe all applicable Federal, State and local laws and regulations, and to procure all necessary licenses and permits.

24. NO WAIVER OF PROVISIONS. The Authority's failure to exercise or delay in exercising any right or remedy under this contract shall not constitute a waiver of such right or remedy or any other right or remedy set forth therein. No waiver by the Authority of any right or remedy under this contract shall be effective unless made in a writing duly executed by an authorized officer of the Authority, and such waiver shall be limited to the specific instance so written and shall not constitute a waiver of such right or remedy in the future or of any other right or remedy under this contract.

25. ENTIRE AGREEMENT. This contract, together with this Appendix A and any other appendices, attachments, schedules or exhibits, constitutes the entire understanding between the parties and there are no other oral or extrinsic understandings of any kind between the parties. This contract may not be changed or modified in any manner except by a subsequent writing, duly executed by the parties thereto.

26. ADMISSIBILITY OF REPRODUCTION OF CONTRACT. Notwithstanding the best evidence rule or any other legal principle or rule of evidence to the contrary, the Contractor acknowledges and agrees that it waives any and all objections to the admissibility into evidence at any court proceeding or to the use at any examination before trial of an electronic reproduction of this contract, in the form approved by the State Comptroller, if such approval was required, regardless of whether the original of said contract is in existence.

27. CERTIFICATION OF REGISTRATION TO COLLECT SALES AND COMPENSATING USE TAX BY CERTAIN STATE CONTRACTORS, AFFILIATES AND SUBCONTRACTORS. To the extent this agreement is a contract as defined by Tax Law § 5-a, if the Contractor fails to make the certification required by Tax Law § 5-a or if during the term of the contract, the Department of Taxation and

Finance or the Authority, as defined by Tax Law § 5-a, discovers that the certification, made under penalty of perjury, is false, then such failure to file or false certification shall be a material breach of this contract and this contract may be terminated, by providing written notification to the Contractor in accordance with the terms of the agreement, if the Authority determines that such action is in the best interest of the Authority.

28. CONTRACT INVOLVING STEEL PRODUCTS. Contracts involving steel products are subject to Public Authorities Law § 2603-a, and steel products to be provided or incorporated by Contractor must be produced or made in whole or substantial part in the United States as set forth therein.

EXHIBIT 1 - PREMISES FLOOR PLAN

TBD

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EXHIBIT 2 - Landlord's Services

1. Maintenance of, repairs to, and replacements of the roof and elevators (if applicable) of the Building, as needed in the reasonable judgment of Landlord unless caused by the misuse or negligence of Tenant, its employees or invitees, then such repair shall be the sole cost of Tenant.
2. Maintenance of, repairs to and replacements of the HVAC, plumbing, water, electrical and sprinkler (if any) systems and components which extend beyond the Leased Premises or which serve both the Leased Premises and other portions of the Building, as needed in the reasonable judgment of Landlord unless caused by the misuse or negligence of Tenant, its employees or invitees, then such repair shall be the sole cost of Tenant, and maintenance contracts for the routine maintenance of the HVAC system.
3. Snow plowing, snow and ice removal, including deicing, from parking lots, sidewalks and building access roads; parking lot lighting, striping and maintenance; landscaping; garbage removal and dumpster service; maintenance of fences (if any); lawn and yard care; maintenance of Building exterior and Building sign (if any); exterior window cleaning; cleaning and maintenance of, repairs to, utilities for and cleaning and janitorial services for any common hallways, lobbies, elevators, entrances, walks and restrooms and other areas or facilities which service both the Leased Premises and other portions of the Building.
4. Any security guard or the installation and maintenance of any security system which Landlord may, at its option, elect to provide (it being understood that Landlord shall not be required to provide either a security guard or security system).
5. Insurance policies providing coverage for (a) fire, casualty and extended risk for the Building for the full replacement value thereof or such lesser amount as Landlord may elect and is acceptable to the Mortgagees, (b) liability of Landlord for personal injury and property damage caused by occurrences on or connected with the Property, (c) loss of rent by Landlord for twelve (12) months following fire or casualty damage and (d) such other insurance or coverage as may be required by any Mortgagee or is desired by Landlord and is in Landlord's opinion, prudent for the Property.
6. Sewer service for normal office purposes.
7. Janitorial Services as described in Section 16.

EXHIBIT 3 - EXECUTIVE ORDER No. 22

No. 22

EXECUTIVE ORDER

Leading By Example: Directing State Agencies to Adopt a Sustainability and Decarbonization Program

WHEREAS, the State of New York (“NYS” or “State”) is dedicated to the pursuit of environmental quality, sound public health, economic prosperity, and social well-being; and

WHEREAS, the use and disposal of materials, and the generation and use of energy, can have significant adverse impacts on environmental quality, public health and the climate; and

WHEREAS, the State's policies include conserving, improving, and protecting natural resources and the environment; preventing water, air, and land pollution; and enhancing the health, safety, and welfare of State residents and their overall economic and social well-being; and

WHEREAS, it is the State's policy to promote cost-effective methods to reduce energy and resource consumption, and reduce or eliminate the use of hazardous substances and the generation of hazardous substances, pollution, and waste at the source; and

WHEREAS, the State's solid waste management priorities include reducing the generation of solid waste and reusing and recycling materials; and

WHEREAS, the State's policies to advance environmental justice include improving the environment in communities, specifically minority and low-income communities, and addressing disproportionate adverse environmental impacts that may exist in those communities; and

WHEREAS, the State's procurement of commodities, services, and technology can be enhanced through State agency and public authority choices that minimize the negative environmental and health impacts of their operations; and

WHEREAS, State government can and should continue to lead in environmental stewardship through the use of green procurement and sustainable management practices; and

WHEREAS, State facilities and property can serve as testbeds for the deployment of clean energy projects and new technologies to scale, thereby accelerating widespread adoption of clean energy projects and technologies in the public and private sectors; and

WHEREAS, on July 18, 2019, the State enacted the Climate Leadership and Community Protection Act (the “Climate Act”), the most ambitious climate legislation in the United States. The Climate Act established a Climate Action Council charged with developing a plan to reduce greenhouse gas emissions in every sector of the State's economy; and

WHEREAS, Section 7 of the Climate Act addresses climate change actions by NYS agencies, and specifically that Section 7.1 states that NYS agencies shall assess and implement strategies to reduce their greenhouse gas emissions; and

WHEREAS, Section 7.3 of the Climate Act also directs all State agencies, offices, authorities, and divisions to prioritize reductions of greenhouse gas emissions and co-pollutants in Disadvantaged Communities as identified pursuant to Subdivision 5 of Section 75-0101 of the Environmental Conservation Law (“ECL”); and

WHEREAS, the State has already committed to meet 100 percent of its Office of General Services (“OGS”)-managed State agency facility electricity demand in New York City with renewable energy by 2025.

NOW, THEREFORE, I, KATHY HOCHUL, Governor of the State of New York, by virtue of the authority vested in me by the Constitution and laws of the State of New York, do hereby order as follows:

I. Definitions

- A. “Affected Entities” shall mean any agency or department over which the Governor has executive authority, including all offices and divisions thereof, as well as all public authorities for which the Governor appoints the Chair, the Chief Executive, or the majority of board members, including all offices and divisions thereof, except for the Port Authority of New York and New Jersey. This shall include the State University of New York and the City University of New York. Refer to the list presented in Exhibit A.
- B. “BuildSmart 2025” shall mean the collective effort by Affected Entities to reduce site energy use by 11 trillion British Thermal Units by 2025 from a 2015 baseline.
- C. “Disadvantaged Communities” shall mean communities that bear burdens of negative public health effects, environmental pollution, impacts of climate change, and possess certain socioeconomic criteria, or comprise high-concentrations of low- and moderate- income households, as identified pursuant to ECL § 75-0111.

- D. “Light-duty vehicles” shall mean vehicles equal or less than 10,000 pounds gross weight.
- E. “Medium- and heavy-duty vehicles” shall mean more than 10,000 pounds gross weight.
- F. “New construction” shall mean the construction of a new building that is occupied during all four seasons and is 5,000 square feet or larger.
- G. “Qualifying Tier” shall mean any tier of the New York State Public Service Commission’s Clean Energy Standard (Case 15-E-0302) (“CES”) that is designed to incentivize the delivery of additional, incremental clean energy to New York State or a specific location within New York State, which as of the date of this Executive Order includes Tier 1, Offshore Wind and Tier 4 but not Tier 2 or Zero-Emission Credits.

II. GreenNY Council

- A. There is hereby established the GreenNY Council (the "Council"). The Council shall be comprised of the Director of the Division of the Budget (“DOB”); the Commissioner of the Office of General Services; the Commissioner of the Department of Environmental Conservation (“DEC”); the Commissioner of the Department of Health; the Commissioner of Economic Development; the Commissioner of Transportation; the Commissioner of the Office of Parks, Recreation, and Historic Preservation; the President of the Environmental Facilities Corporation; the President of the New York State Energy Research and Development Authority (“NYSERDA”); the President of the New York Power Authority (“NYPA”); the President of the Dormitory Authority of the State of New York; and the Chief Executive Officer of the Metropolitan Transportation Authority.
- B. The Council shall be the primary body responsible for implementing this Order.
- C. Members of the Council may designate a staff member, and an alternate, to represent them and participate on the Council on their behalf.
- D. The Council shall be led and co-chaired by the Commissioner of OGS, the Commissioner of DEC, the Director of DOB, the President of NYSERDA, and the President of NYPA, or their designees. The day-to-day work of the Council shall be performed by executive and program staff of these leadership agencies and authorities, in consultation with any other agency or authority staff that participate in Council work.
- E. The Office of Information Technology Services shall support the Council’s performance of its responsibilities under this Order.
- F. The Council shall meet as needed, but no less than quarterly, to conduct public business. A majority of the members of the Council (or their designees), shall constitute a quorum, and all actions and recommendations of the Council shall require approval by a majority of the total members of the Council.
- G. The Council may form advisory subcommittees or workgroups, both standing and ad hoc, as the Council sees fit, made up of executive and program staff, to provide advice and assistance to the Council regarding matters assigned to such subcommittees or workgroups by the Council.

III. Training, Staff, and Support

- A. Each Affected Entity shall, no later than 30 days from the issuance of this Order, assign an employee to serve as its Sustainability Coordinator. Sustainability Coordinators shall be given management support and provided with the necessary resources to enable the Affected Entity to comply with this Order. Sustainability Coordinators shall serve as the Affected Entity’s liaison to the Council.
 - 1. Affected Entities are encouraged to create a Sustainability Team in-house to support the work of the Council. This Sustainability Team should be comprised of appropriate staff involved in identifying, approving, and implementing sustainability or energy projects, and environmental justice matters. The Sustainability Team should include an executive sponsor at the Deputy or Associate Commissioner, or Vice President level or equivalent.
- B. The Council shall design and implement training and outreach programs for Sustainability Coordinators and other Affected Entity staff that participate in Council work to assist with carrying out the requirements of this Order.

IV. Reporting

- A. All Affected Entities shall furnish such information and assistance as the Council determines is reasonably necessary to accomplish its purposes. All Affected Entities shall share data in the most efficient manner identified by the Council for purposes of informing any progress reports, and the Council shall follow applicable NYS Data Governance procedures regarding any interagency data sharing or collection.
- B. NYPA shall provide Affected Entities with access to the New York Energy Manager (“NYEM”), with necessary technical support, at cost. NYEM shall serve as the system of record for all energy data from covered facilities. All Affected Entities shall ensure that their energy data is entered into the NYEM system. The Council shall leverage this data to develop a GHG baseline for Affected Entity operations.
- C. The Council shall develop an annual survey to gather information from Affected Entities regarding:
 - 1. The progress each Affected Entity has made toward achieving the directives, targets and goals provided for or established pursuant to this Order;
 - 2. The effectiveness and usage of the procurement specifications;
 - 3. Efforts the Affected Entity has undertaken to advance environmental justice; and
 - 4. The specific sustainability and energy efficiency projects that have been implemented and the effectiveness of such programs in meeting the targets, goals, and other requirements of this Order.
- D. Affected Entities shall submit each year on or before a date as the Council may direct, a completed survey in the form and containing the information specified by the Council
- E. The Council, during the month of September in the year following the issuance of this Order, and each year thereafter, shall submit a progress report to the Governor, which shall compile the information submitted by Affected Entities pursuant to this Order and report on progress made on the implementation of this Order. Such progress report shall be published on a website established by the Council.

V. Exemptions

- A. Exemptions from any of the specific targets, goals, or other requirements under this Order may be granted by the Council co-chairs, provided, however, that any exemptions to Section VII.A of this Order may only be granted by the President of NYSERDA in consultation with the Chief Executive Officer of the New York State Department of Public Service (“DPS”) and Director of Budget.
- B. Affected Entities may request such an exemption from Council co-chairs and must justify such request based upon the Affected Entity’s particular circumstances or as set forth in this Order.

VI. Buying and Operating Green

- A. The Council shall develop and issue sustainable procurement specifications (procurement specifications) for use by Affected Entities in the procurement of commodities, services, and technology, or where applicable, in the development of new public works solicitations and contracts.
Any procurement specifications developed, approved, or issued by the Interagency Committee on Sustainability and Green Procurement under Executive Order 4, issued on April 24, 2008, shall carry forward in full effect as if issued by the Council until modified by the Council.
- B. In developing the procurement specifications, the Council shall consider the following factors:
 - 1. Protection of public health and the environment, including vulnerable populations and residents in Disadvantaged Communities;
 - 2. Avoidance of hazards from the use or release of toxic substances;
 - 3. Pollution reduction and prevention;
 - 4. Sustainable resource management and use, and sustainable manufacturing and production processes;
 - 5. Low impact development and climate resilient design practices, and standards and priorities for entities providing construction, engineering, and other similar services;

6. Reduction of greenhouse gas emissions;
7. The use of renewable and zero-emission resources, remanufactured components, and reused or recycled content;
8. Waste reduction, materials reuse, recyclability, and compostability;
9. Water conservation;
10. Quality, durability and utility of the item of procurement;
11. Minimizing adverse impacts throughout a commodity's or technology's life cycle (i.e., as identified by life-cycle assessment or other supply-chain impacts);
12. Cost;
13. Extended producer responsibility; and
14. Legal and regulatory requirements applicable to the use and procurement of commodities, services, and technology, or where applicable, the procurement of public works.

- C. Affected Entities shall follow the GreenNY procurement specifications approved by the Council when procuring under existing contracts or when developing new solicitations and contracts for the procurement of commodities, services, and technology, or where applicable, in the development of new public works solicitations and contracts.
- D. Where an Affected Entity determines: (1) that such commodities, services, or technology set forth in an approved GreenNY procurement specification will not meet required form, function or utility; (2) the cost of the commodities, services or technology set forth in an approved GreenNY procurement specification is not competitive; or (3) there is a compelling public health or safety reason not to purchase such commodities, services or technology set forth in an approved GreenNY procurement specification, the Affected Entity may seek an exemption from the Council for its particular circumstances pursuant to Section V of this Order.
- E. The Council may issue green operational directives ("Operational Directives") in a form substantially similar to its procurement specifications. In developing the Operational Directives, the Council shall consider the 13 factors set forth in Section VI.B above.
- F. The Council shall provide Affected Entities with a description of projects, programs and services that can be leveraged to implement the requirements of this Order.
- G. Affected Entities shall follow the Council's Operational Directives when conducting the Affected Entity's operations on real property and facilities under the Affected Entity's jurisdiction.
- H. The Council shall work with the preferred sources and Minority and Woman Owned Business Enterprises and Service-Disabled Veteran Owned Businesses in order to increase awareness of the GreenNY procurement specifications.
- I. The Council shall develop a baseline for sustainable purchasing by affected entities and issue targets to achieve greater compliance.

VII. Reducing Greenhouse Gas Emissions

- A. By 2030 and thereafter, subject to available supply, 100% of the electricity used by Affected Entities for their own operations, except electricity needed to support the generation of electricity by an Affected Entity in accordance with its enabling authority, shall come from energy systems that are eligible under the CES ("Eligible Systems") as part of an all-of-government approach to meet the goals of the Climate Act in a cost-effective manner.
 1. Each Affected Entity shall first count the amount of clean energy generated by Eligible Systems across the State that the Affected Entity pays for in its electricity bills or otherwise towards compliance with CES, based on calculations provided by NYSERDA. Affected Entities shall provide information requested by NYSERDA to perform the applicable calculations, including load data, CES compliance payments, and any other necessary information.

2. For the remainder of its electricity usage, each Affected Entity shall next be required to demonstrate meeting this obligation, where feasible, through the use of on- or off-site Eligible Systems providing energy dedicated to the Affected Entity's operations.
 3. For the portion of electricity that cannot be served by such Eligible Systems, each Affected Entity shall, in consultation and agreement with NYSERDA and DPS, procure renewable energy certificates ("RECs") qualified under a Qualifying Tier of the CES.
 4. NYSERDA and DPS shall establish further detailed guidelines and requirements with respect to how each Affected Entity shall comply, and report compliance, with this Section VII(A) of this Executive Order.
 5. The Council will monitor progress towards this requirement, and NYSERDA and DPS will make adjustments to this obligation as needed based on statewide progress towards Climate Act mandates.
- B. To the fullest extent feasible, beginning January 1, 2024, all new construction submitted for permitting by Affected Entities shall avoid infrastructure, building systems or equipment that can be used for the combustion of fossil fuels, excluding the necessary use for backup emergency generation and process loads, provided that Affected Entities shall avoid the use of backup emergency diesel generators where practicable. This shall not affect the continued operation and maintenance of State or Affected Entity owned or operated electric generating facilities. The Council will monitor progress towards this goal.
- C. Affected Entities shall achieve 11 trillion BTUs of energy savings at their facilities by 2025 as outlined in the BuildSmart 2025 program.
1. Each Affected Entity shall work with NYPA to achieve their allotted portion of the overall savings target for State operations. Affected Entities should consult the BuildSmart 2025 Program Guidelines for types of projects and programs to undertake, including master planning, O&M program development, participation in demand response and similar programs, submetering, LED lighting, and other projects that reduce energy consumption and enhance building efficiency.
 2. Prior to 2025, the Council shall issue a 2030 energy savings goal based on an evaluation of progress towards the 2025 goal and the additional opportunities that remain for cost-effective energy savings. Such 2030 goal shall be aligned with the most recent version of the State's Scoping Plan developed pursuant the Climate Act.
- D. The Council shall issue Operational Directives and guidance for common construction materials to reduce the amount of embodied carbon in such materials. Starting January 1, 2023, Affected Entities shall seek to reduce the embodied carbon in all new construction or construction projects consisting of adaptive reuse or significant renovations that cost greater than 50% of the cost of new construction, submitted for permitting by Affected Entities, by taking the following actions:
1. Design teams shall calculate the total embodied carbon that will result from the project, including shipping, transportation, and construction equipment requirements.
 2. Bidders shall be required to submit environmental product declarations when available, that include the amount of embodied carbon in given building materials.
- E. Affected Entities shall have 100% of their light-duty non-emergency vehicle fleets be Zero Emission Vehicles (ZEVs) by 2035 and 100% of their medium- and heavy-duty vehicle fleet be ZEVs by 2040.
1. All Affected Entities shall create and file a light-duty vehicle fleet decarbonization plan and a medium- and heavy-duty decarbonization plan with the Council. The Council shall provide technical assistance and guidance to agencies for the development of decarbonization plans. Such decarbonization plans shall include, at minimum, the following elements:
 - a. A purchasing plan that includes interim targets for how they will achieve the fleet decarbonization goals of this Order; and

- b. A plan for providing staff training and engagement necessary for the successful decarbonization of their fleet.
 2. Affected Entities shall file such light-duty vehicle fleet decarbonization plans with the Council within one year of the issuance of this Order and shall file such medium- and heavy-duty decarbonization plans with the Council within three years of the issuance of this Order.
 3. Affected Entities shall file progress updates to their light and medium- and heavy-duty vehicle decarbonization plans every three years after the filing of their first plan.
 4. Priority shall be given to purchasing battery electric vehicles and hydrogen fuel cell vehicles, and if they are not practicable for an Affected Entity's needs, then plug-in hybrid electric vehicles may be considered in limited circumstances as specifically authorized by the Council.
 5. Affected Entities that operate emergency vehicles shall, at least annually, evaluate and test various ZEV technologies to determine if they can meet the use cases for these vehicles.
 6. Affected Entities shall consult with OGS to develop ZEV charging infrastructure for their fleets. OGS shall provide guidance to agencies and coordinate the phased implementation of ZEV charging infrastructure.
 7. Affected Entities are encouraged to maximize employee access to and promote the use of ZEV charging infrastructure employee workplace charging at State owned and maintained parking facilities.
- F. Affected Entities shall evaluate the inclusion of distributed energy resources and energy storage to the maximum extent practicable. NYPA and NYSERDA shall collaborate to provide Affected Entities with needed technical assistance regarding new energy storage systems.
- G. Affected Entities shall seek to utilize the DEC Value of Carbon Guidance, where appropriate, to aid in their decision making on greenhouse gas emission reductions under this Executive Order

VIII. Reducing Waste

- A. The Council shall create a waste diversion plan template that Affected Entities shall use to complete their plans. All Affected Entities shall create a waste diversion plan and file such plan with the Council that outlines how they will meet the following goals:
 1. A decrease in waste disposal of 10 percent every five years from a baseline of Fiscal Year 2018-19, until reaching a goal of 75 percent.
 2. Waste data reported for these goals should be broken out into the following categories: recycled materials; compostable materials and other organics; material sent to landfill (including construction and demolition waste); and special waste (including hazardous waste).
 3. The waste diversion plan shall incorporate at least the following elements:
 - a. a schedule for conducting routine waste audits of facilities and how the findings from the waste audit will be utilized in advancing waste reduction;
 - b. a plan for diverting organic waste from landfill to meet the diversion goals;
 - c. identifying all instances where single-use plastics are used and creating a plan to eliminate their use in all circumstances where doing so will not endanger employee or public health and safety; and
 - d. consideration of whether the affected entity should, by 2025, transition to dual-stream recycling that source separates recyclable items into subcategories of mixed paper and commingled containers (plastic, glass, and metal), at all facilities where it is practicable and where dual-stream material recovery facilities are available, cost-effective and efficient.
 4. In addition, technical assistance in compiling the plans will be provided by DEC.

5. The Council shall reassess the waste diversion goals of this Order at least every five years, and if the goals are updated by the Council, it shall require updated waste diversion plans to be submitted by Affected Entities on how each will meet the new goals.
6. Affected Entities shall file such plans with the Council within one year of the receipt of the waste diversion plan template.

B. After 90 days following the issuance of this Order, Affected Entities shall not expend State funds for the purchase of bottled water. If an Affected Entity determines that it has a need to purchase bottled water for health or safety reasons, it may request an exemption from the Council for its particular circumstances pursuant to Section V of this Order. The Council shall issue guidance on exceptions to this requirement to address public health issues and other appropriate circumstances. This Section does not apply to an Affected Entity purchasing bottled water for emergency purposes.

IX. Reducing Use of Toxic Substances.

- A. Affected Entities shall evaluate and incorporate toxics use reduction strategies into their operations, to the extent practicable, to achieve pollution prevention. The Council will, at a minimum, provide agencies with information on healthy buildings, green cleaning and disinfection, integrated pest management and green procurement.

XI. Low Impact Development

- A. Affected Entities shall evaluate, and to the maximum extent practicable, incorporate green infrastructure concepts to reduce all stormwater runoff and improve water quality in new construction or redevelopment projects submitted for permitting by Affected Entities regardless of disturbance threshold. These include activities such as the reconstruction of parking lots and the addition of new landscaping.
- B. The Council, in collaboration with the EFC, will provide guidance on incorporating green infrastructure concepts to Affected Entities.
- C. Climate Risk Incorporation
 1. New infrastructure and building projects shall be designed and built to account for the climate changes that may occur over their lifespans. This includes incorporating climate projections and adaptation strategies in upfront design and expected operations and management. Preservation of open space shall be considered as a strategy for climate risk mitigation in new and existing construction.
 2. The Council will provide guidance on incorporating climate projections and climate risk concepts to Affected Entities.
 3. All Affected Entities shall evaluate opportunities to harden their infrastructure and mitigate the impacts of climate change with resilience practices such as nature-based solutions and modular infrastructure.

XII. Promoting Biodiversity and Habitat Protection

- A. Affected Entities that have jurisdiction over real property shall, where practicable, seek opportunities to enhance the ecological integrity of their real property to support native biodiversity and the NYS Pollinator Protection Plan, protect threatened and endangered species, and increase climate resilience and natural carbon storage. This includes prioritizing the use of native plants and minimizing the use of non-native plants in landscaping and other planting efforts and other activities that may be identified in the New York Natural Heritage Program conservation guide and its management recommendations regarding listed plants.
- B. The Council shall provide a template for all Affected Entities to implement an Early Detection Rapid Response protocol in place for invasive species on the real property over which the Affected Entity has jurisdiction. The Council may issue additional operational directives to stop the spread of invasive species on State-owned real property.
- C. Affected entities shall give priority to the use of integrated pest management techniques to control invasive species before turning to other means of eradication.
- D. All Affected Entities shall follow available best practices for identifying and properly managing endangered species on real property and ensure that their projects and operations do not have an adverse impact upon any endangered species.

The DEC shall provide guidance and technical assistance to Affected Entities regarding properly managing endangered species and data tools to identify locations where endangered species issues may be present.

- E. Affected Entities shall evaluate opportunities, to the extent practicable, to co-locate new projects with landscaping or habitat to support native pollinator species and the goals of the NYS Pollinator Protection Plan and enhance climate resilience and natural carbon storage.

XIII. Disadvantaged Communities

- A. Each Affected Entity shall, to the maximum extent practicable, lower the impact of its operations on Disadvantaged Communities, and shall incorporate lowered environmental impact in these communities into the plans developed by Affected Entities pursuant to this Order.
- B. The Council shall conduct an inventory of State-owned facilities located in Disadvantaged Communities.
- C. Affected Entities shall prioritize facilities over which the Affected Entity has jurisdiction that are located within Disadvantaged Communities for efficiency and other environmental upgrades, such as electrifying heating and cooling systems, which will lower the Affected Entity's environmental impacts on these communities.

XIV. Innovative Solutions

- A. The Council shall continuously evaluate the potential of new technologies in order to assist Affected Entities in continuing to reduce their environmental footprint and increase climate resilience (mitigation and adaptation) of its operations, and wherever feasible, test new technologies and equipment to determine if such technologies or equipment is practicable for adoption in Affected Entity operations.

XV. Repeal of Prior Executive Orders

- A. Executive Order 4, issued on April 24, 2008, Executive Order 18, issued on May 5, 2009, Executive Order 88, issued on December 28, 2012, and Executive Order 166, issued on June 1, 2017, are hereby revoked and superseded by this Executive Order.

G I V E N under my hand and the Privy Seal of the State in the City of Albany this twentieth day of September in the year two thousand twenty-two.

BY THE GOVERNOR

Secretary to the Governor

EXHIBIT A – Affected Entities

- 1) AGING- Office for the Aging
- 2) AGM- Department of Agriculture and Markets
- 3) APA- Adirondack Park Agency
- 4) ARTS- Council on the Arts
- 5) BFSA- Buffalo Fiscal Stability Authority
- 6) BOE- Board of Elections
- 7) BPCA- Battery Park City Authority/Parks Conservancy
- 8) CDTA- Capital District Transportation Authority
- 9) CELG- Commission on Ethics and Lobbying in Government
- 10) CENTRO- Central New York Regional Transportation Authority
- 11) CIVIL- Department of Civil Service
- 12) CPB- Central Pines Barrens Joint Planning & Policy Commission
- 13) CUNY- City University of New York
- 14) DASNY- Dormitory Authority of New York
- 15) DCJS- Division of Criminal Justice Services
- 16) DEC- Department of Environmental Conservation
- 17) DED- Department of Economic Development
- 18) DFS- Department of Financial Services
- 19) DHCR- Division of Housing and Community Renewal
- 20) DHR- Division of Human Rights
- 21) DHSES- Division of Homeland Security and Emergency Services
- 22) DMV- Department of Motor Vehicles
- 23) DOB- Division of Budget
- 24) DOCCS- Department of Corrections and Community Supervision
- 25) DOH- Department of Health
- 26) DOS- Department of State
- 27) DOT- Department of Transportation
- 28) DPS- Department of Public Service
- 29) DVS- Division of Veterans Services
- 30) ECFSA- Erie County Fiscal Stability Authority
- 31) ECMC- Erie County Medical Center Corporation
- 32) EFC- Environmental Facilities Corporation
- 33) FCB- Financial Control Board
- 34) GAMING- Gaming Commission
- 35) GOER- Governor’s Office of Employee Relations

- 36) HESC- Higher Education Services Corporation
- 37) HRBRRD- Hudson River- Black River Regulating District
- 38) HRVG- Hudson River Valley Greenway
- 39) IG- Office of Inspector General
- 40) ITS- Information Technology Services
- 41) JAVITS- New York Convention Center Operating Corporation
- 42) JC- Justice Center
- 43) LABOR- Department of Labor
- 44) LIPA- Long Island Power Authority
- 45) MNA- Division of Military and Naval Affairs
- 46) MTA- Metropolitan Transportation Authority
- 47) NFTA- Niagara Frontier Transportation Authority
- 48) NIFA- Nassau County Interim Finance Authority
- 49) NYPA- New York Power Authority
- 50) NYSBA- New York State Bridge Authority
- 51) NYSERDA- NYS Energy Research and Development Authority
- 52) NYSIF- Insurance Fund
- 53) OASAS- Office of Alcoholism and Substance Abuse Services
- 54) OCFS- Office of Children and Family Services
- 55) Office of Victim Services
- 56) OGDENSBURG- Ogdensburg Bridge and Port Authority
- 57) OGS- Office of General Services
- 58) OMH- Office of Mental Health
- 59) OPRHP- Office of Parks, Recreation, and Historic Preservation
- 60) OPWDD- Office of People with Developmental Disabilities
- 61) ORDA- Olympic Regional Development Authority
- 62) OTDA- Office of Temporary and Disability Assistance
- 63) PERB- Public Employment Relations Board
- 64) PORTOSWEGO- Port of Oswego Authority
- 65) RIOC- Roosevelt Island Operating Corporation of the State of New York
- 66) RTS – Rochester Genesee Regional Transportation Authority
- 67) SLA - Alcohol Beverage Control (State Liquor Authority)
- 68) SUNY- State University of New York
- 69) TAX- Department of Taxation & Finance
- 70) THRUWAY- Thruway Authority

71) TROOPERS- State Police

72) UDC- Urban Development Corporation

73) UNDC- United Nations Development Corporation

74) WCB- Workers' Compensation Board

75) WCMC- Westchester County Health Corporation

DRAFT

EXHIBIT 4 - Request for Lease Compliance Service(s)

Please supply all necessary information:

Date of Request / /
 Month Day Year

Requested By _____ Phone _____

Lease Number _____

Landlord been notified in writing? Y or N

New York State Thruway Authority Thruway Authority
Contact _____ Phone _____

Building Address _____

Building Contact _____ Phone _____

Brief Description of Work - Nature of Problem

EXHIBIT 5 - OGS Material Specifications for Leased Facilities (MSLF)

June 22, 2022

The specifications set forth herein are minimum quality specifications for materials utilized in any work performed on behalf of the State of New York and pursuant to this agreement.

Landlord covenants to utilize new materials as specified herein and agrees that no material of a lesser quality shall be used or consumed in the performance of work contemplated herein unless Landlord shall have previously requested and received written approval for each specific proposed substitution.

All materials to be installed in accordance with manufacturer's specifications. Material installations shall comply with all applicable codes, rules and regulations, and the American's with Disabilities Act Accessibility Guidelines (ADAAG).

Except where specifically provided otherwise, whenever any product is specified by brand name, i.e., manufacturer's or supplier's name or trade name, catalog or model number or name, the intent is not to limit competition but to establish a standard of quality. The words "or equal" shall be deemed inserted in each instance.

In the event Landlord purposes to substitute material having characteristics or specifications differing from those set forth herein, such proposal shall, under cover of OGS lease and/or project number, be submitted to:

NYS Office of General Services

Division of Real Estate

Leasing Services

Governor Nelson A. Rockefeller Empire State Plaza

Corning Tower, 40th Floor

Albany, New York 12242

All sections for materials may not be needed for each job. The Landlord or his representative should utilize the appropriate specification for each job.

Landlord should take note of all bold italic items to ensure compliance with the State's intent to comply with sustainable building design and construction standards.

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**NOTE: All manufacturers listed are suggested or
 approved equal.**

DIVISION 5 - METALS

SECTION 055800 – FORMED METAL FABRICATIONS / SHADE & BLIND POCKETS

A. QUALITY ASSURANCE

1. Verify dimensions by field measurement before fabrication. Design units to provide for adjustment and fitting of components during field installation.
2. See Section 122000 for window treatments: blinds and shades.

SECTION 055800.1 – FORMED METAL FABRICATIONS

A. PERFORMANCE REQUIREMENTS (MINIMUM)

1. Fabricate units to support a min. loading of 200 lbs. per sq. ft. or 150 lbs. per lin. ft (whichever is greater) without permanent deflection. Provide stiffeners or laminated backing as required for strength and rigidity. Include brackets, plates and straps in the assemblies for support and anchorage to other work.
2. See Section 131000 Refurbishment for repair of existing enclosures.

End of Section

DIVISION 6 - WOOD AND PLASTICS

SECTION – 062023 INTERIOR FINISH CARPENTRY

A. ENVIRONMENTAL CRITERIA

1. All composite wood, engineered wood, or agrifiber products (e.g. plywood, particleboard, medium density fiberboard) shall contain no added urea-formaldehyde resins. Acceptable resins and binders include, but are not limited to, phenol formaldehyde and methyl disocyanate (MDI). Submit certificate substantiating meeting criteria.
2. Field applied adhesives or sealants used for work in this Section shall meet the requirements "Volatile Organic Compound (VOC) Limits for Adhesives, Sealants and Architectural Coatings," where applicable.
3. Optional Upgrade to materials: Upgrade to be indicated in Request for Proposal, Room Data Sheets, or Lease Work Letter.
 - (a) Wood materials shall be "FSC Certified" products (except recycled or salvaged wood) which have been harvested in accordance with the "FSC Principles and Criteria" for well managed forests developed by the Forest Stewardship Council (FSC).
 - (b) Engineered wood (except FSC Certified or salvaged wood) shall contain a minimum of 25% (combined) post-industrial/post-consumer recycled content (the percentage of recycled content is based on the weight of the component materials).

B. WOOD MATERIAL

1. For miscellaneous wood blocking, grounds, furring as required, use Utility Grade Coastal Douglas Fir or Southern Pine, free from knots, shakes, rot or other defects, straight, square edges and straight grain, air seasoned with maximum moisture content of nineteen (19) percent. Wood shall be S4S, S-Dry, complying with PS-20-15.
2. All interior wood material specified herein shall be fire retardant treated to comply with the AWPA standards (C20 for lumber, C27 for plywood) for pressure impregnation with fire retardant chemical to achieve a flame spread rating of not more than 25 (UL Class "FR-S") when tested in accordance with UL Test 723 or ASTM E 84. The fire retardant chemicals used to treat
 - (a) After treatment, kiln dry to a moisture content of fifteen (15) percent; if wood is to be painted or finished, kiln dry to a moisture content of twelve (12) percent. Treatment shall be equal to "Dricon" made by Arch Wood Protection Inc. or approved equal. Provide UL approved

identification on treated materials.

(b). Fire retardant treatment shall be certified by the treating plant that treatment material complies

with governing ordinances and that treatment will not bleed through finished surfaces.

Electrical Panels: For backing panels of electrical and communication equipment, provide C-D/INT-APA with exterior glue, fire retardant treated.

3. For exterior blocking, roofing and sheet metal, pressure treat wood with copper azole, Type A (CBA-A); ammoniacal copper quat (ACQ) or similar preservative product that contains no arsenic or chromium. Preservative shall comply with AWPB Standard U1 for lumber and for plywood, (.25 lbs./cubic foot of chemical in wood).

(a) After treatment, kiln dry to a maximum moisture content of fifteen (15) percent. Treatment shall be equal to "Wolmanized Natural Select" made by Arch Wood Protection Inc. or approved equal.

4. Treated wood which is cut or otherwise damaged shall be further treated in accordance with the AWPB Standard M-4.

End of Section

SECTION 064023 – INTERIOR ARCHITECTURAL WOODWORK

A. ENVIRONMENTAL CRITERIA

1. All composite wood, engineered wood, or agrifiber products (e.g. plywood, particleboard, medium

density fiberboard) shall contain no added urea-formaldehyde resins. Acceptable resins and binders include, but are not limited to, phenol formaldehyde and methyl diisocyanate (MDI). Submit certificate substantiating meeting criteria.

2. Field applied adhesives or sealants used for work in this Section shall meet the requirements "Volatile Organic Compound (VOC) Limits for Adhesives, Sealants and Architectural Coatings," where applicable. Optional Upgrade to materials: Landlord is encouraged to upgrade. Specific upgrades may be indicated in Request for Proposal, Room Data Sheets, or Lease Work Letter.

(a) Wood materials shall be "FSC Certified" products (except recycled or salvaged wood) which have been harvested in accordance with the "FSC Principles and Criteria" for well managed forests developed by the Forest Stewardship Council (FSC).

(b) Engineered wood (except FSC Certified or salvaged wood) shall contain a minimum of 25% (combined) post-industrial/post-consumer recycled content (the percentage of recycled content is based on the weight of the component materials).

B. MATERIALS GENERAL REQUIREMENTS

1. Softwood lumber shall conform to the requirements of the latest edition of American Lumber Standards Simplified Practice Recommendation R-16. Grades shall conform to the grading rules of the Association having jurisdiction and shall bear the official grade and trademark of the Inspection Bureau of the Association and a mark of mill identification.

2. Framing and Rough Lumber: No. 1 KD grade Southern Pine or Dense Construction grade Douglas Fir, having extreme fiber in bending stress of at least 1700 psi, surfaced four sides (S4S). Provide fire retardant treatment in accordance with Code.

3. Lumber: AWI Section 100 with the following requirements:

(a) Hardwood for Transparent Finish: Premium Grade.

(b) Hardwood for Opaque Finish: Any hardwood which, when finished, will not show any grain, imperfection or other surface defects when used with the opaque finish specified.

4. Plywood: AWI Section 200; Veneer core, particle or plywood core. Core shall contain no added urea formaldehyde.

5. Veneers: (a) Face Veneers for Transparent Finish: AWI Section 500.

C. PLASTIC LAMINATE

1. Face Sheets: NEMA Publication LD3, Grade GP50, Type I, 0.05" thick.

2. Backing Sheets: Non-decorative, high-pressure plastic laminate, NEMA LD3, Grade BK20, 0.02" thick.
- D. CABINETS AND COUNTERS WITH PLASTIC LAMINATE FINISH
1. Fabricate all cabinetry and millwork to the "Premium Grade" standards of the AWI, Section 400.
 2. Plastic Laminate
 - (a) Plastic Laminate for Horizontal Surfaces: 0.050" thick, general purpose type (high pressure).
 - (b) Plastic Laminate for External Vertical Surfaces: 0.028" thick, general purpose type (high pressure).
 - (c) Plastic Laminate for Post Forming: 0.042" thick, post forming (high pressure).
 - (d) Plastic Laminate for Cabinet Linings: 0.020" thick, cabinet liner (high pressure).
 - (e) Plastic Laminate for Concealed Panel Backing: 0.020" thick, backer type (high pressure).
- E. WOOD FOR RAILS, CAPS, TRIM, BASES, MOLDINGS AND FRAMES
1. Quality Standard: For the following types of interior architectural woodwork, comply with indicated standards as applicable.
 - (a) Standing and Running Trim: AWI Section 300.
 - (b) Miscellaneous Millwork: AWI Section 700.
 - (c) Stair Handrails: AWI Section 800.

End of Section

DIVISION 7 - THERMAL & MOISTURE PROTECTION
SECTION 072116 – BLANKET INSULATION

- A. GENERAL
1. Sound deadening within full depth of partition cavity: Insert in partition cavity from bottom to top of steel stud system. Blankets or batts shall be pressed tightly in place with a snug friction fit.
 2. Sound deadening within ceiling plenum shall be un-faced mineral insulation.
- B. SUGGESTED MANUFACTURERS
1. Fiberglass: Owens-Corning, Certainteed with minimum of 25% recycled content
 2. Mineral Insulation or Thermafiber: USG 3. Or approved equal.

End of Section

DIVISION 8 - OPENINGS
SECTION 081113.13- STANDARD HOLLOW METAL DOORS AND FRAMES

- A. ENVIRONMENTAL CRITERIA
1. Every effort shall be made to maximize post-industrial/post-consumer waste, but steel members shall contain a minimum of 50% (combined) post-industrial/post-consumer recycled content (the percentage of recycled content is based on the weight of the component materials). Certification of recycled content shall be in accordance with the Submittal Requirements herein.
- B. SUGGESTED MANUFACTURERS
1. Provide products manufactured by Steelcraft (L20 Series Doors), Curries, Ceco Door Products, or approved equal meeting these specifications.
- C. FRAMES
1. Frames for exterior openings shall be made of commercial grade cold-rolled steel conforming to ASTM A1008/A, Type B not less than 14 gauge and shall have a hot dipped galvanized coating conforming to ASTM A924 and A653 with G-60 coating. The zinc-alloy coating shall be a dull matte surface treated for paint adhesion.
 2. Frames for interior openings shall be either commercial grade cold-rolled steel conforming to ASTM A1008/A, Type B or commercial grade hot-rolled steel conforming to ASTM A1011/A, Commercial Steel, Type B. Metal thickness shall be not less than sixteen (16) gauge for frames in openings 4'-0" or less in width; not less than fourteen (14) gauge for frames in openings over 4'-0" in width.

3. Design

(a) All frames shall be welded units with integral trim, of the sizes and shapes shown on approved shop drawings. Unless otherwise noted, knocked-down frames will not be accepted.

1). Where knock-down frames are scheduled (at drywall), corners shall be mitered and reinforced with a wedge lock corner clip to provide a firm interlock of jambs to head.

(b) Welded frames shall have corners mitered, reinforced and continuously welded full depth and width of frame; conforming to NAAMM Standard HMMA-820.

(c) Hardware Reinforcements

1). Frames shall be mortised, reinforced, drilled and tapped at the factory for fully-templated mortised hardware only, in accordance with approved hardware schedule and templates provided by the hardware supplier. Where surface-mounted hardware is to be applied, frames shall have reinforcing plates.

2). Minimum thickness of hardware reinforcing plates shall be as follows:

a) Hinge and pivot reinforcements - seven (7) gauge, 1-1/4" x 10" minimum size.

b) Strike reinforcements - twelve (12) gauge

c) Flush bolt reinforcements - twelve (12) gauge

d) Closer reinforcements - twelve (12) gauge

e) Reinforcements for surface mounted hardware - twelve (12) gauge.

(d) Frames to be coordinated with requirements for security system, as required for each project.

(e). Frames in existing base building construction that are slated for reuse and require a fire rating shall bear a label from a testing and inspection agency acceptable to authorities having local jurisdiction stating the fire-protection rating required by the local code. If such label no longer exists, the landlord shall have unlabeled doors recertified by a testing and inspection agency acceptable to the authorities having local jurisdiction.

D. HOLLOW METAL DOORS

1. Suggested Materials: Doors shall be made of commercial quality, level, cold rolled steel conforming to ASTM A1008/A, Commercial Steel, Type B and free of scale, pitting or other surface defects. Face sheets for interior doors shall be not less than eighteen (18) gauge.

2. Design

(a) All doors shall be fully welded seamless construction with no visible seams or joints on their faces or vertical edges. Minimum door thickness shall be 1-3/4".

(b) Laminated Honeycomb Core for Interior Doors: Resin impregnated Kraft paper with maximum 1" cells; fastened to face sheets with waterproof adhesive.

(c) Fire Rated Door Core: As required to provide fire-protection and temperature rise ratings indicated.

3. Door faces shall be joined at their vertical edges by a continuous weld extending the full height of the door. All such welds shall be ground, filled and dressed.

4. Finish: After fabrication, all tool marks and surface imperfections shall be dressed, filled and sanded as required to make all faces and vertical edges smooth, level and free of all irregularities. Doors shall then be chemically treated to insure maximum paint adhesion and shall be coated, on all exposed surfaces, with manufacturer's standard rust-inhibitive alkyd primer as specified for frames which shall be fully cured before shipment.

5. Doors to be coordinated with requirements for security system, as required by each project.

End of Section

SECTION 081116 - ALUMINUM ENTRANCE DOORS AND FRAMES

A. GENERAL

1. Installation to be in accordance with manufacturer's specifications.

B. FABRICATION

1. Door frame(s) and frames combining transoms, sidelights and panel framing of formed or extruded aluminum not less than 0.125" thick.

2. Glazed doors with fabricated stiles and rails of extruded aluminum tubular shapes, minimum

wall thickness, not less than 3" wide. Attach extrusions together by means of concealed mechanical fasteners and concealed welding.

3. Overlapping astragal with compression type weather stripping. Astragal should be mounted so proper door is active.

4. Architectural Powder Coat and Finish: Kynar Interpon D 2000 powder coat finish complying with AMMA 605.2-92 (no VOC's).

C. SUGGESTED MANUFACTURERS

1. United States Metals & Manufacturing Corp. D41 Intermediate Style with #7235 astragal and coordinator.

2. Kawneer 350 Medium Style with Panic Guard astragal bar. 3. Or approved equal

End of Section

SECTION 081416 – FLUSH WOOD DOORS

A. ENVIRONMENTAL CRITERIA

1. All composite wood, engineered wood, or agrifiber products (e.g. plywood, particleboard, medium density fiberboard) shall contain no added urea-formaldehyde resins. Acceptable resins and binders include, but are not limited to, phenol formaldehyde and methyl diisocyanate (MDI). Submit certificate substantiating meeting criteria.

2. Field applied adhesives or sealants used for work in this Section shall meet the requirements "Volatile Organic Compound (VOC) Limits for Adhesives, Sealants and Architectural Coatings," where applicable.

3. Optional Upgrade to materials: Upgrade to be indicated in Request for Proposal, Room Data Sheets, or Lease Work Letter.

(a) Wood materials shall be "FSC Certified" products (except recycled or salvaged wood) which have been harvested in accordance with the "FSC Principles and Criteria" for well managed forests developed by the Forest Stewardship Council (FSC).

B. SUGGESTED MATERIALS

1. Non-rated Solid Core Doors for Transparent Finish: Comply with the following requirements:

(a) Faces: Select center book match White Birch Finish to be selected.

(b) Plain sliced, straight grain book-matched.

(c) Rotary cut Select White Birch

(d) Edges: Shall match face veneer.

(e) AWI Grade: Premium, Double A Grade Face

(f) Construction: Composite wood containing no added Urea formaldehyde "Medite II" or equal.

(g) Use adhesives that meet the VOC limits of South Coast Air Quality Management District Rule 1168, and all sealants used as filter must meet or exceed Bay Area Air Quality Management District Regulation #8, Rule #51.

2. Fire-Rated Solid Core Doors: Comply with the following requirements:

(a) Faces and Grade: Provide faces and grade to match non-fire-rated doors in same area of building, unless otherwise indicated.

(b) Construction: Manufacturer's standard core construction as required providing fire-resistance rating indicated.

(c) Blocking: Provide composite blocking designated to maintain fire resistance of door with improved screw-holding capability of same thickness as core.

(d) Top rail blocking and lockbox blocking.

3. Non-rated and Rated Doors Edge Construction: Provide manufacturer's standard laminated-edge construction for improved screw-holding capability and split resistance as compared to edges composed of a single layer of treated lumber. Exposed edges shall match face veneer.

4. Transparent Finish: Comply with requirements indicated for grade, finish system, staining effect, and sheen. All coatings must meet or exceed the VOC and chemical component limits of Green Seal requirements (Flat coats must be less than 50g/liter; non-flat must be less than 100g/liter; non-flat, High Gloss must be less than 150g/liter).

(a) Grade: Premium

- (b) Finish (shop Applied): Manufacturer's standard finish with performance requirements comparable to AWI System TR-6 catalyzed polyurethane or UV catalyzed polyester.
- (c) Staining: As selected by Architect approved by Agency from manufacturer's full range.
- (d) Effect: Open-grain finish.
- (e) Sheen: Satin-medium rubbed effect.

5. Vision Lights

- (a) Non-Fire Rated Doors: Tempered glass ASTM C 1048, Condition A (uncoated), Type I (transparent glass, flat), Class 1 (clear), Quality Q3 (glazing), Kind FT (fully tempered), ¼ inch thick.
- (b) Fire Rated Doors: Use wired glass with a maximum of 100 sq. inches.
- (c) Vision Lite Frames: Wood veneer (to match door veneer) vision lite frame, appropriate for use in fire rated doors, nominal size as indicated in Door Schedule.

6. Astragals

- (a) Provide surface mounted astragal at all double doors. Coordinate type for required rated doors/frames and closers. Provide door coordinator(s) as required.

7. Doors to be coordinated with requirements for security system, as required by each project.

C. SUGGESTED MANUFACTURERS

- 1. Marshfield Door Systems
- 2. Eggers Industries, Architectural Door Division
- 3. Mohawk Flush Wood Doors, Inc. – Wood Stave Core Door or 45/60/90 Minute Fire Door
- 4. Or approved equal.

End of Section

SECTION 084236 - GLASS DOORS AND PARTITIONS

A. QUALITY ASSURANCE

- 1. Provide systems, including anchorage, capable of withstanding required loads without structural failure, deflection exceeding specified limit, support components transferring stresses to glazing, and glazing-to-glazing or glazing-to-support contact as determined by structural analysis.
- 2. Clear Glass: ASTM C 1048, Kind FT (fully tempered), Condition A (uncoated surfaces), Type I (transparent), Class 1 (clear) requirements. Provide products of thickness indicated that have been tested for surface and edge compression according to ASTM C 1048 and for impact strength according to CPSC 16 CFR, Part 1201 for Category II materials. Provide distraction markings.

B. SUGGESTED MANUFACTURERS: 1) CRL Laurence 2) Blumcraft 3) OR Approved Equal

End of Section

SECTION 087100 - DOOR HARDWARE

A. QUALITY ASSURANCE

- 1. Hardware shall be suitable and adapted for its required use and shall fit its designated location. Should any hardware as shown, specified or required fail to meet the intended requirements or require modification to suit or fit the designated location, determine the correction or modification necessary and notify the Architect in ample time to avoid delay in the manufacture and delivery of hardware.
- 2. For fire rated openings provide hardware complying with NFPA Standard No. 80 requirements of authorities having jurisdiction.
- 3. Barrier Free Requirements: Maximum pressure applied to the latch area to open exterior doors shall not exceed fifteen (15) pounds. Interior doors which have a self-closing feature shall require pressure not to exceed five (5) pounds.

B. FINISHES

- 1. Hardware finishes shall meet in all respects the requirements of the U.S. Bureau of Standards for the following:

- (a) US 28 Satin anodized aluminum
- (b) US 32D Satin stainless steel

(c) NOTE: A single finish should be selected and used uniformly throughout the facility.

C. REQUIREMENTS

1. All doors with locksets shall be keyed under a Grand Master and Tenant Master System.
2. All existing door hardware shall be ADA compliant. If existing door hardware is not ADA compliant, it shall be replaced with new ADA compliant hardware.
3. Hardware shall be coordinated with security requirements for each project. Hardware not contained in this section should be submitted to OGS for their comment.

D. TYPE AND MANUFACTURER

1. Aluminum Entrance Doors (Pairs):

Hinges: Quantity: 3 pair. Manufacturer: Commercial grade, heavy-duty use as per manufacturer specifications.

Door Closer: a) Manufacturer: Commercial grade, heavy-duty use as per manufacturer specifications. b) Power Assisted Door operators shall be installed on all main entry doors (see section 08700 Section E)

Door Pulls: Manufacturer: Commercial grade, heavy-duty use as per manufacturer specifications.

Push Bars: Manufacturer: Commercial grade, heavy-duty use as per manufacturer specifications.

Exit Devices: Manufacturer: Commercial grade, heavy-duty use as per manufacturer specifications.

Flush Bolts: Manufacturer: Commercial grade, heavy-duty use as per manufacturer specifications.

2. Aluminum vestibule doors: Same as entrance doors

3. Public Toilet Doors:

Hinges: Quantity: 1½ pair. Manufacturer: Commercial grade, heavy-duty use as per manufacturer specifications.

Door Closers: Quantity: 1 ½ pair. a) Manufacturer: Commercial grade, heavy-duty use as per manufacturer specifications. b) Power Assisted Door operators shall be installed on all toilet room doors (see section 08700 Section E)

Push Plate: 1). Size: 14" x 18". 2). Gauge: 16. 3). Material: Stainless Steel

Door Pull: Manufacturer: Commercial grade, heavy-duty use as per manufacturer specification.

Kick Plate: 1). Size: 8" x 2" x less than door width. 2). Material: Stainless Steel

Knob Bumper: Manufacturer: Commercial grade, heavy-duty use as per manufacturer specifications.

Lock Set: Manufacturer: Commercial grade, heavy-duty use as per manufacturer specifications

4. Staff Toilet Doors:

Hinges: Quantity: 1 ½ pair. Manufacturer: Commercial grade, heavy-duty use as per manufacturer specification.

Door Closer: 1. Manufacturer and Series: Commercial grade, heavy-duty use as per manufacturer specifications. 2. Power Assisted Door operators shall be installed on all toilet room doors.

Knob Bumpers: Manufacturer: Commercial grade, heavy-duty use as per manufacturer specifications.

Push-Button Lock: 1). Manufacturer: Simplex Security Systems, Inc., commercial grade, heavy-duty use as per manufacturer specifications 2). NOTE: Specify manufacturer of removable core cylinder.

5. Stair Doors

Hinges: Quantity: 1 ½ pair. Manufacturer: Commercial grade, heavy-duty use as per manufacturer specification.

Door Closer: Manufacturer: Commercial grade, heavy-duty use as per manufacturer specifications

Knob Bumper: Manufacturer: Commercial grade, heavy-duty use as per manufacturer specifications

Lockset: Manufacturer: Commercial grade, heavy-duty use as per manufacturer specifications.

Exit Device: Manufacturer: Commercial grade, heavy-duty use as per manufacturer

specifications.

6. Corridor Doors to Offices

Hinges: 1). Quantity: 1 ½ pair. 2). Manufacturer: Commercial grade, heavy-duty use as per manufacturer specifications.

Door Closer: Manufacturer and Series: Commercial grade, heavy-duty use as per manufacturer specifications

Lockset: Manufacturer and Series: Commercial grade, heavy-duty use as per manufacturer specifications

Lever Handle Lockset: Manufacturer and Series: Commercial grade, heavy-duty use as per manufacturer specifications

Knob Bumper: Manufacturer and Series: Commercial grade, heavy-duty use as per manufacturer specifications

7. Private Office Doors

Hinges: Quantity: 1 ½ pair. Manufacturer: Commercial grade, heavy-duty use as per manufacturer specifications.

Lockset: Manufacturer: Commercial grade, heavy-duty use as per manufacturer specifications.

Knob Bumpers: Manufacturer: Commercial grade, heavy-duty use as per manufacturer specifications.

Coat Hooks: Manufacturer: Commercial grade, heavy-duty use as per manufacturer specifications.

8. Closet Doors

Hinges: Quantity 1 ½ pair. Manufacturer: Commercial grade, heavy-duty use as per manufacturer specifications.

Lockset: Manufacturer: Commercial grade, heavy-duty use as per manufacturer specifications.

Knob Bumper: Manufacturer: Commercial grade, heavy-duty use as per manufacturer specifications.

9. Door hardware functions shall be passage sets, classroom, privacy or storage functions as required or otherwise specified on design drawings. All door hardware shall be commercial grade and meet ADA requirements.

E. POWER ASSIST OPERATORS

1. Quality Assurance

(a) Fire-rated and emergency exit openings: Provide door operators that comply with NFPA for requirements for doors as emergency exits, and that do not interfere with fire ratings.

(b) BHMA Standard: Provide power door operators that comply with applicable requirement of ANSI A156.10 (BHMA 1601, Power Operated Pedestrian Door Standard.

(c) UL Standard: Provide power door operators that comply with UL 325.

2. General Door Operator Requirements:

(a) Capacity: provide operators of the size recommended by the manufacturer for the door size, weight and movement, for condition of exposure; and for long-term, maintenance-free operation under normal traffic load for the type of occupancy indicated.

(b) Exposed housing for operators: Minimum 0.0598-inch (16 gauge) thick formed sheet steel cover with provisions for maintenance access. Provide with fasteners concealed with door is in closed position. Provide with manufacture's standard prime coat finish for field painting.

(c) Adjustment features: operators shall be fully adjustable. Provide adjustment for opening, closing and checking speeds, as well as length of time the door remains open.

(d) Electro-Mechanical Operator for Swinging Doors: Provide the manufacturer's standard electromechanical unit with doors power-opened and spring-closed, with the closing speed controlled mechanically by gear train and dynamically by braking action of electric motor and, with easy manual operation including spring closing with power off. Provide operator action as indicated and mounting as indicated below:

1). Operator Mounting Type: Surface-mounted overhead operator

2). Fire Door Accessories: Provide fire door accessory package consisting for

UL-listed latch mechanism power reset box, and caution labels for fire-resistance rated doors indicated for electro-mechanical operation.

(e) Card Reader Access: Coordinate with security hardware vendor as necessary to provide complete operation for function/security as required. Provide operator with auxiliary contacts as necessary for security vendor.

(f) Door to be activated by remote mounted ADA compliant controller.

All manufacturers listed are suggested or approved equal

End of Section

DIVISION 9 – FINISHES

SECTION 092900 - GYPSUM BOARD

A. ENVIRONMENTAL CRITERIA

1. Steel studs, track, and miscellaneous framing shall contain a minimum of 35% (combined) post-industrial/post-consumer recycled content (the percentage of recycled content is based on the weight of the component materials). Gypsum wallboard shall contain "synthetic" gypsum produced with a minimum of 75% post-industrial recycled content. If required, certification of recycled content shall be in accordance with the requirements found in the Request for Proposal, Room Data Sheets, or Lease Work Letter.

B. MATERIALS

1. Studs, tracks and furring: ASTM C-645, 25 gauge galvanized steel, minimum 3 5/8" wide, at 16 " on center high recycled content.

2. Gypsum wallboard shall contain "synthetic" gypsum produced with a minimum of 75% post-industrial recycled content.

3. Fire resistant gypsum board: ASTM C-36 5/8" thick, Type X, UL listed and bearing listing marking, long edges tapered.

4. Moisture resistant gypsum board: ASTM C-630, 5/8" thick, long edges tapered.

5. Moisture and fire-resistant gypsum board, ASTM C-630, 5/8" thick, Type X, UL listed and bearing listing mark, long edges tapered.

6. Metals and trim accessories: Galvanized steel in accordance with gypsum board manufacturer's recommendation. Alternate: Paper face beads and trim.

7. Joint tapes: ASTM C-475, gypsum board manufacturers.

8. Joint compound: ASTM C-475, Joint Compound: Factory premixed vinyl base product, free of antifreeze vinyl adhesives, preservatives, biocides and other slow releasing compounds.

9. Sound Batts: Un-faced fiberglass insulation "Sound Attenuation Batts" by Owens Corning or approved equal.

10. Acoustical Sealant: USG "Acoustical Sealant" or "Tremco Acoustical Caulking" of Tremco Mfg. Co. or approved equal.

Gypsum Manufacturers: (a) United States Gypsum (b) National Gypsum (c) Or approved equal

End of Section

SECTION 093013 – CERAMIC TILING

A. GENERAL

1. Installation shall comply with ANSI 108.1 - 108.10 as applicable for type and method of tile installation.

2. Wall tile shall be from floor to ceiling.

3. Ceramic base tile shall be coved.

4. Adhesive to have a VOC limit of 130 grams/liter or latest requirement of South Coast Rule #1168 by South Coast Air Quality Management District.

5. Tile and Base Manufacturer: Both tile and base must be supplied by the same manufacturer.

6. Install with 1/2" cement board or waterproof gypsum board at shower areas.

7. Install all ceramic tile in accordance with the recommendations contained in Handbook for Ceramic Tile Installation of the Tile Council of America, Inc. latest edition.

B. PORCELAIN TILE

1. Tile should carry a Porcelain Enamel Institute (PEI) rating for abrasion of Class 4+ - Heavy to Extra Heavy Traffic.

2. Tile shall be impervious having an absorption rate between 0.0 – 0.5%.
3. Tile should have a through body color.
4. Matt or non-skid finish for floor application.

End of Section

SECTION 095300 - ACOUSTIC PANEL CEILINGS

- A. QUALITY ASSURANCE
 1. Fire rated assembly of complete ceiling system, where required by applicable local building code, shall comply with applicable requirements "UL Fire Resistance Index" and with "UL Design Numbers" corresponding to the assembly.
 2. Main and cross runners, wall angle or channel shall be steel with manufacturer's standard smooth matte white painted finish, containing recycled contents if available.
- B. REFERENCES
 1. The metal suspension system shall meet the requirements of ASTM C635 Metal Suspension Systems for Acoustical Tile and Lay-in Panel Ceilings.
- C. SUSPENSION SYSTEM MATERIALS
 1. Suspension System:
 - (a) Type ID/EG: Intermediate duty, direct hung, exposed grid (minimum load carrying capability of main runner; 12 lb./lin. ft.)
 - (b) Type HD/EG: Heavy duty, direct hung, exposed grid (minimum load carrying capability of main runners; 16 lb./lin. ft.)
 - (c) Suggested Manufacturers:
 - 1). USG DXF/DXLF (9/16" wide)
 - 2). Armstrong Silhouette XL 9/16" Bolt Slot with 1/8" reveal.
 - 3). Or approved equal.
 2. Acoustical Ceiling Tile for Offices, Conference Rooms and Corridors:
 - (a) Minimum requirements: Furnish products that meet or exceed the following requirements:
 - 1). Class A Mineral Fiber panel, 5/8" thick, 24"x24" and 24" x 48".
 - 2). Flame spread rating (ASTM E84): Class A 25 or less
 - 3). NRC: 90
 - 4). Minimum AC 170
 - 5). Minimum CAC 35
 - 6). Light reflectance: .75% (LR-1) or more.
 - (b) Standard finish: Manufacturer's standard factory applied white paint finish with mold and mildew inhibitor
 - (c) 37%-75% post recycled content
 - (d) Suggested Manufacturers: 1) USG 2) Armstrong 3) Or approved equal
 3. Ceiling tile for computer/server rooms.
 - (a). USG Clean Room Clima Plus or equal
 4. Acoustic Ceiling Tile for Special Use Areas:
 - (a) Landlord's architect to provide separate submittal for approval by OGS prior to use.

End of Section

SECTION 096513 - RESILIENT BASE AND ACCESSORIES

- A. GENERAL
 1. Installation shall be in accordance with manufacturer's specifications.
 2. Materials shall comply with ASTM E 648 and ASTM E 662.
 3. Adhesives to have a VOC limit of 150 grams/liter or latest requirement of South Coast Rule #1168 by South Coast Air Quality Management District.
 4. Leveling Compound: Low VOC, latex type as recommended by manufacturer of tiles.
 5. Use of base with recycled content.
- B. MATERIALS
 1. Cove Base Materials:

- (a). Size: 4" high
- (b.) Thickness: 1/8"
- (c). Length: Nominal 4 foot
- (d). Exterior Corners: Jobsite formed
- (e.) Interior Corners: Jobsite formed
- 2. Base Manufacturers: (a) Armstrong (b) Roppe (c) Or approved equal

End of Section

SECTION 096519 – RESILIENT TILE FLOORING

A. GENERAL

- 1. Installation shall be in accordance with manufacturer's specifications.
- 2. Materials shall comply with ASTM E 648 and ASTM E 662.
- 3. Adhesive to have a VOC limit of 150 grams/liter or latest requirement of South Coast Rule #1168 by South Coast Air Quality Management District.
- 4. Leveling Compound: Low VOC, latex type as recommended by manufacturer of tiles.
- 5. Use of VCT with recycled content is encouraged.

B. MATERIALS AND MANUFACTURERS

- 1. Tile Materials: (a) Size: 12"X12" tiles. (b) Thickness: 1/8". (c) Class: 2 (through pattern tile).
- (d) Wear Surface: smooth.
- 2. Suggested Manufacturers: (a) Armstrong's "Standard Excelon" (b) Or approved equal

End of Section

SECTION 096813 - TILE CARPETING

A. GENERAL

- 1. Install tile carpeting and miscellaneous materials in accordance with CRI 104, Section 14 and with tile carpeting manufacturer's written installation instructions.

- (a) Maintain dye lot integrity or specify mergeable dye lot materials. Do not mix dye lots in the same area.

- 3. Carpeting must be full glue application or approved dry adhesive.

4. References:

- (a) AATCC - The American Association of Textile Chemists and Colorists, Research Triangle Park, NC 27709, www.aatcc.org.

- (b) CRI – Carpet and Rug Institute, Dalton, GA 30722-2048, www.carpet-rug.com.

- (c) Carpet tile must comply with the Carpet and Rug Institutes Indoor Air Quality Program (ASTM-D-5116)

- 5. Utilize adhesives, which are CRI Indoor Air Quality Green Label Certified.

6. Flammability Certification:

- (a) Radiant Panel Flooring Flammability Test: NFPA 253. Class I, Minimum 0.45 watts per sq. centimeter.

- (b) Methenamine Tablet Test: DOC-FF-1-70 and ASTM D 2859. Meet the "Standards for the Surface Flammability of Carpets".

- (c) Smoke Density Test: NFPA 258 and ASTM E 662. Specific optical density (DM) of 450 or less (flaming).

- 7. Dimensional Stability: Aachen Method DIN 54318, 0.2 percent or less.

- 8. Obtain each type of carpet tile from one source and by a single manufacturer.

9. Warranty including the following:

- (a) Abrasive wear warranty of 10% wear maximum over a 10-year minimum period from date of installation.

- (b) Lifetime warranty coverage for tuft bind, static, delamination and edge ravel.

- (c) Backing shall be warranted against cupping, doming, delamination and squareness for a minimum period of 10 years from date of installation.

B. PRODUCTS/SIZE SELECTION

- 1) Subject to compliance with requirements, provide products of the following:

- 2) Carpet tile including products from the following manufacturers:

- (a) Mohawk Carpet, Kennesaw, GA 30144, (800) 554-6637, www.mohawkgroup.com

- (b) Shaw Contract, Calhoun, GA 30701, (800) 241-4014, www.shawcontract.com
- (c) Mannington Commercial Carpet, Calhoun, GA 30703, (800) 241-2262
www.mannington.com
- (d) Milliken Carpet, LaGrange, GA 30240 (800) 528-8453, www.millikencarpet.com
- (e) Or approved equal

3) All carpet tile shall meet the following standards:

- (a) Carpet Tile: carpet module size available (24" x 24", 18" x 36", 9"x36", 12"x48, other).
- (b) Face Weight: 20 oz.
- (c) Gauge: 1/8
- (d) Colorfastness to Light: AATCC 16, Option E. Minimum rating of 4 on grey scale after 80-hours exposure for 100% solution Dyed or Cationic Nylon.
- (e) Colorfastness to Crocking: AATCC 165. Minimum rating of 4 wet and dry for 100% solution Dyed or Cationic Nylon.
- (f) Appearance Retention Rating: ASTM D 5252. CRI TM-101 "Severe" rating.
- (g) Stain Resistance: AATCC 175. Rating of 8 or better. Manufacturer Stain Warranty.
- (h) Static Resistance: AATCC 134. 3.5 kv or less, at 70 degrees F and 20 percent RH.
- (i) Tuft Bind: ASTM D 1335. Average pounds of force not less than 12 pounds.
- (j) Maximum Pile Height (inches): .156.
- (k) Minimum Pile Thickness (inches): .130.
- (l) Minimum Stitches per Inch: 8.3.
- (m) Fiber Type: 100 percent Type 6 or 6.6 Nylon.
- (n) Dye Method: Yarn Dyed, Injection Dyed, or Solution Dyed.
- (o) Minimum density: 5000
- (p) Minimum pattern repeat-size subject to approval by owner (overprinting not acceptable). Type A Tile Carpeting: Tufted, Textured Loop Pile (Random Pattern).
- (q) Backing System: Manufacturer's standard vinyl-free or thermoplastic polyolefin compound with fiberglass reinforced layer-backing or integral-cushion thermoplastic backing system, must be recyclable and contain recycled content, maintaining a 100 percent moisture barrier between secondary backing and the floor substrate.
- (r) Option: Backing made from 100% reclaimed thermoplastic content.
- (s) Option: LEED Building Criteria: Comply with testing and product requirements of the Carpet and Rug Institute "Green Label Plus" program.
- (t) Minimum NSF Gold certification
- (u) Minimum Cradle to Cradle Silver certified
- (v) Must have Declare label, red list compliant

4) Miscellaneous

- (a) Trowel-able: Leveling and Patching Compounds: Latex-modified Portland cement based, or blended hydraulic-cement-based formulation provided or approved by tile carpeting manufacturer for application on substrate surface and grade level.
- (b) Resilient Edge Strips: Not less than one-inch wide, tapered bullnose edge, thickness and color as selected.
- (c) Adhesives: Tile carpeting manufacturer's recommended water-resistant materials formulated for application on substrate surface and grade level.
- (d) Low VOC Flooring Adhesive and Joint Materials: Tile carpeting manufacturer's recommended water-resistant materials formulated for low VOC (VOC Limit 50g/L less water) and for application on substrate and grade level.
- (e) Cleaning Solvents: Low toxicity, and a flash point in excess of 100 degrees F.
- (f) Wood Floor Primer: Tile carpeting manufacturer's recommended type.
- (g) Liquid Floor Stripper: Tile carpeting manufacturer's recommended type.
- (h) Metal Edge Strips: Extruded aluminum, mill finish; butt type for concealed anchorage; countersunk stainless-steel fasteners, with anchors suitable for substrate surface.

C. EXECUTION

1. The persons installing the tile carpeting and their Supervisor shall be experienced in carpeting installation, including the requirements of the tile carpeting manufacturer. Examine surfaces scheduled to receive tile carpeting for defects that will adversely affect the proper

installation. Do not proceed until unsatisfactory conditions are corrected.

2. Install pattern parallel to walls and borders.
3. Cut and fit tile carpeting neatly around projections through floor and to walls and other vertical surfaces.
4. Bind or seal cut edges as recommended by the tile carpeting manufacturer.
5. Stagger joints of tile carpeting so tile carpeting grid is offset from access flooring panel grid.
6. Install edge strips where tile carpeting terminates at other floor coverings or finishes. Use one full length piece where possible. Where splicing cannot be avoided, butt ends tight and flush.
7. Upon completion of the tile carpeting installation, immediately remove spots and smears of excessive adhesive from tile carpeting with cleaning solvent. Remove loose pieces of face yard with sharp scissors.
8. Place usable remnants of tile carpeting in an area designated by the Director's Representative.
9. Remove waste materials and tools.
10. Upon completion, thoroughly vacuum clean carpeted areas.
11. After each area of tile carpeting has been installed, protect from soiling and damage.

End of Section

SECTION 096816 - SHEET CARPETING

A. GENERAL

1. References:

(a) AATCC - The American Association of Textile Chemists and Colorists, Research Triangle Park, NC 27709, www.aatcc.org.

2. CRI – Carpet and Rug Institute, Dalton, GA 30722-2048, www.carpet-rug.com

3. Flammability Certification:

(a) Radiant Panel Flooring Flammability Test: NFPA 253. Class I, Minimum 0.45 watts per sq centimeter.

(b) Methenamine Tablet Test: DOC-FF-1-70 and ASTM D 2859. Meet the “Standards for the Surface Flammability of Carpets”. <https://www.gpo.gov/fdsys/pkg/CFR-2012-title16-vol2/xml/CFR-2012-title16-vol2-part1630.xml>

(c) Smoke Density Test: NFPA 258 and ASTM E 662. Specific optical density (DM) of 450 or less (flaming).

4. Colorfastness to Light: AATCC 16, Option E. Minimum rating of 4 on grey scale after 80 hours exposure.

5. Colorfastness to Crocking: AATCC 165. Minimum rating of 4 wet and dry.

6. Appearance Retention Rating: ASTM D 5252. CRI TM-101 “Severe” rating.

7. Stain Resistance: AATCC 175. Rating of 8 or better.

8. Static Resistance: AATCC 134. 3.5 kv or less, at 70 degrees F and 20 percent RH.

9. Tuft Bind: ASTM D 1335. Average pounds of force not less than 12 pounds.

10. Installer Qualifications: The persons installing the sheet carpeting and their Supervisor shall be experienced in carpeting installation, including the requirements of the sheet carpeting manufacturer,

11. Manufacturer's Warranty: Minimum 15-year wear warranty.

12. Optional: LEED Submittals:

(a) Indoor Environmental Quality: Indicate compliance with testing and product requirements of the Carpet and Rug Institute's “Green Label Plus” program. Adhesive: Include printed statement of VOC content and chemical components.

(b) Recycled Content: Indicate recycled content; include minimum percentage of pre-consumer and post-consumer recycled materials.

(c) Local/Regional Materials: Indicate sourcing and manufacturing locations.

B. PRODUCTS

1. SHEET CARPETING MANUFACTURERS

(a) Mohawk Carpet, Kennesaw, GA 30144, (800) 554-6637, www.mohawkgroup.com

(b) Shaw Contract, Calhoun, GA 30701, (800) 241-4014, www.shawcontract.com

(c) Mannington Commercial Carpet, Calhoun, GA 30703, (800) 241-2262

www.mannington.com

(d) Milliken Carpet, LaGrange, GA 30240 (800) 528-8453, www.millikencarpet.com

Or equal.

2. Type A Sheet Carpeting: Tufted, Textured Loop Pile (Random Pattern):

(a) Fiber Type: 100 percent Type 6.6 Nylon.

(b) Minimum Face Yarn Weight: 20 oz.

(c) Maximum Pile Height (inches): .156.

(d) Minimum Pile Thickness (inches): .130.

(e) Minimum Stitches per Inch: 8.3.

(f) Minimum Gauge: 1/8.

(g) Minimum Density: 5000.

(h) Dye Method: Yarn Dyed, Injection Dyed, or Solution Dyed.

(i) Backing: 1) Primary- Polypropylene 2) Secondary- Synthetic

(j) Width: 12 feet.

(k) Optional: LEED Building Criteria: Comply with testing and product requirements of the Carpet and Rug Institute's "Green Label Plus" program.

3. Carpet Cushion: Sheet carpeting manufacturer's recommended cushion material for substrates and specified sheet carpeting types.

4. Resilient Edge Strips: Not less than one-inch wide, tapered bullnose edge, thickness and color as selected.

5. Metal Edge Strips: Extruded aluminum, mill finish; butt type for concealed anchorage; countersunk stainless-steel fasteners, with anchors suitable for substrate surface.

6. Trowel-able Leveling and Patching Compounds: Latex-modified Portland cement based or blended hydraulic-cement-based formulation provided or approved by sheet carpeting manufacturer for application on substrate surface and grade level.

7. Adhesives: Sheet carpeting manufacturer's recommended water resistant materials formulated for application on substrate surface and grade level.

8. Low VOC Flooring Adhesive and Joint Materials: Flooring manufacturer's recommended water-resistant materials formulated for low VOC (VOC Limit 50g/L less water) and for application on substrate and grade level.

9. Seam Sealer: Sheet carpeting manufacturer's recommended type

10. Cleaning Solvents: Low toxicity, and a flash point in excess of 100 degrees F.

11. Wood Floor Primer: Sheet carpeting manufacturer's recommended type.

12. Liquid Floor Stripper: Sheet carpeting manufacturer's recommended type.

C. EXECUTION

1. Examine surfaces scheduled to receive sheet carpeting for defects that will adversely affect the proper installation. Do not proceed until unsatisfactory conditions are corrected.

2. Install sheet carpeting in accordance with approved seam diagram. Match sheet carpeting pattern at seams.

3. Seaming: Treat edges cut for seaming with seam sealer. Apply the sealer along the edge of the sheet carpeting at the point where the face yarn goes into the back. Immediately remove excess sealer from face of pile with cleaning solvent recommended by seam sealer manufacturer.

4. Cut and fit sheet carpeting neatly around projections through floor and to walls and other vertical surfaces.

5. Direct Glue-Down Method: Apply adhesive in accordance with manufacturer's instructions. Broom or roll sheet carpeting to remove air bubbles and insure bond.

6. Stairs and Steps: Secure sheet carpeting by anchorage methods recommended by sheet carpeting manufacturer.

7. Install edge strips where sheet carpeting terminates at other floor coverings or finishes. Use one full length piece where possible. Where splicing cannot be avoided, butt ends tight and flush.

8. Upon completion of the sheet carpeting installation, immediately remove spots and smears of excessive adhesive from sheet carpeting with cleaning solvent. Remove loose pieces of face

yard with sharp scissors.

9. Remove all waste materials and tools.

10. Upon completion, thoroughly vacuum clean carpeted areas.

11. After each area of sheet carpeting has been installed, protect from soiling and damage.

End of Section

SECTION 096913 - RIDGID-GRID ACCESS FLOOR (BOLTED STRINGER)

A. Quality assurance:

1. Installer Qualifications: Firm approved by access flooring manufacturer and that has successfully installed access flooring systems of a scope similar to that of this project.

B. PERFORMANCE REQUIREMENTS (MINIMUM)

1. Panels

(a) Panels shall have a maximum electrical resistance of 1 ohm or less from the top edge of the panel, less surface covering and pedestal pad, to the understructure.

(b) Concentrated Load: Panel shall support a 1000 lb. load at any location, with top surface deflection not to exceed 0.100", and a permanent set not to exceed 0.010".

(c) Uniform Load: Panel shall support 250 lb. per square foot load, with a maximum top surface deflection not to exceed 0.060" and a permanent set not to exceed 0.010".

(d) Ultimate Load: 3000 lbs. minimum at weakest point.

(e) Rolling Load: Panels shall withstand a rolling load of 800 lbs. applied through a 3" dia. x 1-13/16" wide phenolic caster for 10 passes. Permanent top surface set shall not exceed 0.040". Panels shall withstand a rolling load of 600 lbs. applied through a 6" diameter x 1-1/2" wide hard rubber-surfaced wheel for 10,000 cycles over the same path. Permanent top surface set shall not exceed 0.020".

(f) Impact Load: A 150 lb. load dropped from 36" onto a one-inch square indenter shall not cause system failure.

(g) ASTM E 84: Flame spread of 5 or less and smoke development of 25 or less.

2. Pedestals

(a) Axial Load: Pedestal assembly shall provide a 5000-lb. axial load without permanent deformation.

(b) Overturning Moment: Pedestal assembly shall provide an average overturning moment of 1000 in-lbs. when glued to a clean sound, uncoated concrete surface.

3. Stringers

(a) Mid-span Concentrated Load: Stringer shall be capable of withstanding a concentrated load of 450 lbs. placed in the mid-span stringer center on a one square inch area using a round or square indenter without exceeding a permanent set of 0.010" after load is removed.

4. Floor Panels

(a) Manufacturer's standard 24" x 24" nominal size, interchangeable, welded steel construction floor panels easily placed and removed by a portable lifting device.

(b) Chemically clean bottom surfaces and edges of floor panels. Prime and paint with manufacturer's conductive paint. Do not paint top surface of panels.

(c) Floor Covering: Finish top of each floor panel with one (1) piece of high pressure laminated plastic, 1/8" nominal thickness, of type specifically designed and manufactured for use on computer room floors. Edge each panel on four (4) sides with manufacturer's standard shape, extruded, conductive, vinyl plastic edge trim.

(d) Carpet Covering: Provide plain panel factory finished steel ready to accept carpet tiles.

5. Grid System

(a) Manufacturer's standard steel stringers, interlocking with pedestal heads to form a grid pattern for supporting each edge of each floor panel, and with a pedestal under each corner of each floor panel.

1). Rigid grid with stringers securely locked or bolted to pedestal heads.

2). Rigid conductive vinyl pads for bearing surfaces of stringers.

(b) Finish of Steel: Galvanized or manufacturer's standard primer and paint.

6. Accessories

- (a) Cutouts: Fabricate floor panels with cutouts for cables and grilles at locations shown. Trim cutouts with plastic edging and provide foam rubber pad for sealing and protection of cables. Provide additional support if required to satisfy performance requirements.
- (b) Grilles and Dampers: Manufacturer's standard load-bearing vent grilles and dampers in floor panels at locations shown. Isolate grilles and dampers from metal-to-metal contact. Reinforce floor panel units if required to satisfy performance requirements. Units shall not project more than 0.125 inch above floor finish.
- (c) Perforated Floor Panels: Computer room floor strength perforated floor panels, with dampers, at locations as required by design. Must be interchangeable with solid panels.
- (d) Plenum Dividers: Minimum 0.064-inch thick aluminum or 16-gauge galvanized steel sheet.
- (e) Sealing Mastic: Mastic recommended by flooring manufacturer.
- (f) Vertical Closures (Fascia): Minimum 0.080-inch thick aluminum side closure plates.
- (g) Ramps: Units of the same basic performance and construction requirements as the flooring system. Cover ramps with floor covering to match access floor. Provide non-slip pads on top surface of ramp covering. Cut panels will not be accepted unless warranted by manufacturer to have equivalent performance as required by specifications for full panels.
- (h) Steps: Fabricated of same basic materials as floor panels, with Non-slip aluminum nosing on steps, unless otherwise shown.
- (i) Railings: Manufacturer's standard satin-finished aluminum post and rail type handrails, with end caps, wall and floor flanges, plates and anchorages.
- (j) Panel Lifting Device: Provide a minimum of two double, suction type, panel-lifting device for hard surfaced panel installation.

7. Attic Stock

Attic stock for individual rooms/floors of buildings shall be provided for the following items:

- (a) Grid system components of each style used.
 - (b) Standard panels for each flooring finish
 - (c) Cut panels for each finish, including grommets if required
- The quantity of attic stock for individual rooms or building with one or more floors of raised flooring or individual rooms shall be calculated as follows:
- (a) Standard panels for each flooring finish:
 - 1. Individual Rooms: 1 panel for each 100 USF of raised floor, minimum of one
 - 2. Building with one or more floors: 1 panel for each 5,000 USF of raised floor, minimum of two.
 - (b) Perforated Panels for each floor finish: 5% of initial design requirement.
 - (c) Cut panels for each finish:
 - 1. Individual Rooms: 2 panels for each 100 USF, minimum of two.
 - 2. Buildings with one or more floors: 2% of the number of cut panels, minimum of two.
 - (d) Grid components for each raised floor type:
 - 1. Individual Rooms: sufficient components to support one panel for every 100 USF, minimum of one.
 - 2. Buildings with one or more floors: sufficient components of support one panel for every 5,000usf, minimum of two.

8. Manufacturers: (a) Tate Concore 3000 bolted stringer (b) Or approved equal

End of Section

SECTION 097200 – VINYL COATED FABRIC WALLCOVERING

A. GENERAL:

1. Wall covering to meet ASTM E-84 Tunnel Test with the following flame spread scale and smoke development rate:

- (a) Flame Spread Scale: 0 to 25 (b) Smoke Development Rate: 0 to 25

2. Wall covering shall have a vinyl surface.
3. Type II (heavy duty): Total weight 22 oz./sq. yd. minimum
4. Material width: 54"
5. Fabric Backing: Drill or Polyester Osnaburg
6. Performance and Physical Properties:
 - (a) Tensile breaking strength (minimum): 50 lbs. X 50 lbs.
 - (b) Tear Strength (minimum): 25 x 25 scale reading
 - (c) Abrasion Resistance: 300 double rubs
 - (d) Meets ASTM D 1308 with no appreciable effect of staining
 - (e) Meets ASTM D 1308b with no fading due to strong cleaning solution
 - (f) Meets ASTM D 751-79 with adhesion of coating to fabric being a minimum of six lbs. per two-inch width
7. Pattern and color: To be selected by Tenant.
8. Adhesive, primer/sealer: type recommended by wall covering manufacturer. All materials must be mildew-resistant and non-staining to the wall covering.
9. Corner Guards are to be installed 48" above the base on all exterior corners and columns (See Section 102613).
10. Manufacturers: (a) Korseal Wall covering(B.F.Goodrich) (b) Genon (c) J.M.Lynn (d) Wolf Gordon Inc. (e) Or approved equal

End of Section

SECTION 099123 INTERIOR PAINTING AND FINISHING

A. GENERAL APPLICATION

1. Paint all existing presently painted surfaces, two (2) coats.
 2. Paint all new wallboard, three (3) coats, one (1) prime and two (2) finish).
 3. Paint all ferrous metals, two (2) coats, (one (1) prime and one (1) finish).
 4. Wooden top caps, one (1) coat stain, two (2) coats water emulsion or water based urethane.
 5. Provide primers and undercoat paint produced by the same manufacturer as the finish coats.
 6. All paint to be Low or No VOC. Maximum VOC limit for Interior Coatings: Non-flat 100; Flat 50; or latest Green Seal standard for paints.
 7. All painting and application shall be as per manufacturer's instructions.
- NOTE: No painting required for manufacturer's pre-finished paint surfaces or newly hung ceilings.

B. SUGGESTED MANUFACTURERS FOR DESIGNATED SURFACES

1. Gypsum Drywall (Ceilings): Lusterless (flat) emulsion finish, two coats over primer.
 - a. Primer: Pristine Eco Spec. Latex Primer by Benjamin Moore, Sherwin Williams Pro Mar 200 Zero VOC Interior Latex Primer B28W02600 or equal.
 - b. 1st and 2nd Finish Coat: Pristine Eco Spec. Latex Flat #219 by Benjamin Moore, Sherwin Williams Pro Mar 200 Zero VOC Interior Latex Paint Flat B30W12651, or equal.
2. Gypsum Drywall (Walls Tenant Area): Eggshell finish; two coats over primer.
 - a. Primer: Pristine Eco Spec. Latex Primer #231 by Benjamin Moore, Sherwin Williams Pro Mar 200 Zero VOC Interior Latex Primer B28W02600, or equal.
 - b. 1st and 2nd Finish Coat: Pristine Eco Spec Latex Eggshell #223 by Benjamin Moore, Sherwin Williams Pro Mar 200 Zero VOC Interior Latex Eggshell B20W12651 or equal.
3. Gypsum Drywall – polomyx and aqua fleck.
 - a. Primer: One coat Benjamin Moore Interior Latex Primer/Sealer #231, Sherwin Williams Pro Mar 200 Zero VOC Interior Latex Primer B28W02600.or equal.
 - b. 1st and 2nd Finish Coat: Eco Spec Semi-gloss #224 by Benjamin Moore, Sherwin William Pro Mar 200 Zero VOC Interior Latex Semi-Gloss B31W02651 or equal.
 - c. For painting over Polymyx substrates: 1ct Sherwin Williams Extreme Bond Primer B51-150, 2cts Sherwin Williams Pro Mar 200 Zero VOC Interior Latex Semi-Gloss B31W02651
4. Ferrous Metal (including factory primed hollow metal doors and frames): Semi-gloss acrylic latex, two coats over primer.
 - a. Primer: Alkyd metal primer M06 by Benjamin Moore, Sherwin Williams Hi Solids Alkyd

Metal Primer B50NZ0002, or equal. *Alternate: Acrylic metal primer, M04 by Benjamin Moore, Sherwin Williams Pro Industrial DTM Acrylic Primer Finish B66W00011, or equal.

b. 1st and 2nd Finish Coat: Eco Spec Semi-gloss #224 by Benjamin Moore, Sherwin Williams Pro Mar 200 Zero VOC Interior Latex Semi-Gloss B31W02651, or equal.

5. Painted Wood Trim and Doors (Semi-Gloss):

Primer: One coat Benjamin Moore Paste Wood Filler #238, Sherwin Williams MinWax Wood Filler 926-0779, or equal.

a. Stain: One coat Benjamin Moore Interior Wood Penetrating Stain #234, Sherwin Williams Wood Classics Interior Oil Stain A49N00202, or equal; color as selected by Architect and approved by OGS.

b. Finish Coat: Two coats Benjamin Moore Urethane water based stays clear #422, Sherwin Williams Wood Classics Waterborne Polyurethane Varnish A68V00091, or equal.

6. CMU/Gypsum/Metal Doors/Trim (Labs & Restrooms)

Primer: Sherwin Williams Pro Mar 200 Zero VOC Interior Latex Primer B28W02600 1 and 2
Finish Coat: Sherwin Williams Paint Shield EPA Approved Microbicidal Coating D12W00051.

End of Section

DIVISION 10 - SPECIALTIES

SECTION 102113 – METAL TOILET COMPARTMENTS

A. MATERIALS FOR TOILET PARTITIONS AND SCREENS

1. Steel Sheet for Baked Enamel Finish: Prime quality carbon steel, cold rolled, stretcher leveled, galvanized (0.00015" thick galvanized coating on each face) and bonderized.

2. Core Insulation: Manufacturer's standard rot-proof and vermin-proof double-faced honeycomb or corrugated type core material; required in all panels, screens, pilasters and doors.

3. Hardware: Solid forged brass or stainless steel (Type 302 or 304), as indicated below. Stamped, cast alloy, or aluminum extrusions shall not be accepted.

(a) Ceiling Hung: Stainless steel, one-piece (no visible joints or seams) flush or offset design, twenty (20) gauge.

(b) Hinges: Gravity hinge type, self-closing, concealed within door, fully adjustable, to bring door to rest in thirty (30) degree open position. Hinge brackets solid forged brass or stainless steel, with solid stainless-steel pin and pintels.

(c) Latch: Solid forged brass with solid stainless-steel slide.

(d) Strike and Keeper: One-piece, solid forged brass or sixteen (16) gauge stainless steel, with rubber bumper mechanically applied and theft proof.

(e) Bumper Coat Hook: Solid forged brass, with ferrule held rubber bumper on back of each toilet compartment door.

(f) Stirrup Brackets: Fourteen (14) gauge stainless steel or forged brass.

(g) Hardware Finishes (select one):

1). On Forged Brass: Heavy chromium plating over nickel over copper. Satin Finish (US26D).

2). On Stainless Steel: No. 4, Satin Finish.

4. Fasteners: Provide exposed fasteners of stainless steel or chromium plated brass, same finish as adjoining metal, theft proof. Provide concealed fasteners of non-corrosive metal.

5. Furnish galvanized steel anchorage devices, complete with threaded rods, lock washers, and leveling adjustment nuts at pilasters, to permit structural connection at floor. Furnish shoe at each pilaster to conceal anchorage.

B. FABRICATION

1. Minimum Acceptable Metal Gauges

(a) Face Sheets for Panels and Screens: Twenty (20) gauge steel sheet.

(b) Face Sheets for Doors: Twenty-two (22) gauge steel sheet.

(c) Face Sheets for Pilasters: Sixteen (16) gauge steel sheet for baked enamel finish, unless otherwise indicated.

1). For pilasters less than four (4) inches wide - fourteen (14) gauge.

(d) Edge Moldings: Eighteen (18) gauge galvanized, bonderized steel.

(e) Concealed Reinforcement: Fourteen (14) gauge galvanized steel for tapping and twelve (12) gauge galvanized steel for anchoring devices.

C. **STEEL FRAMING FOR SUPPORT OF CEILING HUNG TOILET**

1. Light steel framing (ASTM A36) and hanger for support of ceiling hung toilet compartments shall consist of adequately sized steel channels extending between walls directly over pilasters and be supported by 1/2" dia. galvanized steel rods. Rods shall be securely attached to structural slab above and securely attached to steel channels. Locate rods above every other pilaster. Install light steel framing and hangers prior to installation of suspended ceiling.

D. **SUGGESTED MANUFACTURERS**

1. Ceiling Hung Toilet compartments:

(a) "Flushung" of Flush Metal Partition Corp. (Metal panels)

(b) "Century" of the Sanymetal Products Co. (Metal panels)

(c) "Forum CH-700" of the Metpar Co (Resin)

(d) Or approved equal.

End of Section

SECTION 102213 - WIRE MESH PARTITIONS

A. **MATERIALS**

1. Wire Mesh Partitions

(a) Mesh: 1-1/2" diamond-intermediate crimped.

(b) Wire: No. 10 W & M gauge.

(c) Vertical Channel: 1-1/4" x 5/8" "C" Type with 1/4" bolts.

(d) Horizontal Channel: 1" x 1/2".

(e) Center Reinforcement: Double: Two 1" x 1/2" CCR channel bolted each side of mesh.

(f) Corner Post: 1-3/4" x 1-3/4" x 1/8" angle.

(g) Top Reinforcement: 2-1/4" x 1" Channel: Fastened with 1/4" "U" bolts. Approximately 24" on center.

(h) Floor Sockets: 1-1/4" x 1-1/4" x 2-1/2" high-ductile iron (weldable).

(i) Sliding Door Frame: 1-1/2" x 3/4" channel.

(j) Swinging Door Frame: 1-1/4" x 1/2" channel.

(k) Hardware: Mortise type lock operated by key outside, recess knob inside. Spring catches on pass windows.

2. Finish

(a) Fabricated units shall be dipped in a cleaning bath.

(b) Units shall be polyester powder coated and air dried.

(c) Color shall be as selected by the Architect from manufacturer's standard colors.

B. **SUGGESTED MANUFACTURER: 1) Cisco-Eagle 2) Miller Wire Works, Inc.**

3) Acorn Wire and Iron Works Inc. 4) Or Approved Equal

End of Section

SECTION 102238 - OPERABLE PANEL PARTITIONS

A. **QUALITY ASSURANCE**

1. Folding partitions, accessories, and trim shall be the product of a single manufacturer.

2. Sound Transmission Classification: Comply with ASTM E 90.

3. Fire Hazard Classification: Vinyl-faced fabrics as tested and classified by UL in accordance with ASTM E 84 and equal to or less than the following:

(a) Flame Spread: 25 (b) Fuel Contributed: 15 (c) Smoke Developed: 25

B. **ACCORDION FOLDING PARTITION**

1. Construction: Collapsible steel frame, 24-gauge steel panels and acoustical membrane.

2. Panel Assembly: Each panel attaches to frame with steel leaf fasteners.

3. Panel Surface Finish: Vinyl, manufacturer standard.

C. **FOLDING PANEL PARTITIONS:**

1. Panel Construction: 3" thick (minimum) horizontal and vertical formed steel frame, 21-gauge

- steel panels welded directly to the frame, or 3" thick (minimum) gypsum with manufacturer' standard vinyl, high pressure plastic laminate, wood veneer or carpet covering
2. Panel Surface Finish: (a) Vinyl, manufacturer's standard (b) High pressure plastic laminate (c) Panel Configuration: (d) Paired panels (e) Continuously hinged panels (f) Single panels
3. Track Assembly
- (a) Manufacturer's standard top supported galvanized steel or extruded aluminum track and trolley assembly sized to suit dimensions and operation application.
 - (b) Center meeting bi-parting units, with manufacturer's standard center meeting molding or strike.
 - (c) Side stacking units.
4. Carriers
- (a) Manufacturer's standard ball bearing trolley assemblies
5. Sound Rated Units
- (a) Sound transmission classification (STC) of 45, minimum.
6. Hardware
- (a) Pull Bar, Draw Latches, Screws and Installation Hardware: Manufacturer's standard for folding or accordion folding partitions furnished.
 - (b) Latch: operable from both sides of closed unit.
7. Manufacturer: Hufcor Corp, Modernfold or an approved equal.

End of Section

SECTION 102613 - CORNER GUARDS

- A. QUALITY ASSURANCE
1. Cover materials shall be classified in accordance with ASTM E 84 as to flame spread and smoke development and shall be classified as self-extinguishing in accordance with ASTM D 635.
- B. MATERIAL
1. Surface mounted, 2-piece, CG-10, corner guard consisting of aluminum retainer and high impact vinyl cover, selected from manufacturer's standard colors.
2. Minimum width 3".
3. Minimum height 48".
4. Screw mount (no self-adhesive).
5. Install on all outside corridor corners (all areas open to public) and high traffic areas.
6. Suggested Manufacturers: (a) Pawling Pro-Tek wall protection systems (b) Or approved
7. Chair rail. Minimum 6" height. Acrovyn SCR-48 or equal. Height to be determined during design.

End of Section

SECTION 102813 - TOILET & BATH ACCESSORIES

- A. MATERIALS
1. Stainless Steel: AISI Type 302/304 with No. 4 satin finish, unless otherwise indicated.
- B. FABRICATION
1. Provide keyed vandal-resistant lock where key access is specified.
2. Mounting Devices: Type and size compatible with accessory unit specified which will securely mount accessory to wall or partition construction indicated. Grab Bars: Provide anchoring devices, which will withstand minimum downward pull of 500 pounds.
3. Exposed Mounting Devices and Fasteners: (a) Type: Concealed fasteners (b) Finish: Match accessory finish, unless otherwise indicated.
- C. TYPES AND MANUFACTURERS
1. Mirrors
- (a) Type:
 - 1). Tempered glass mirror in stainless steel frame.
 - 2). Tempered glass mirror in stainless steel frame with integral shelf.
 - 3). Fixed tilt, tempered glass mirror in stainless steel frame to meet ADA

requirements.

(b) Frame: Either of the following:

- 1). Angle Framed Construction: Stainless steel angle frame with No. 4 finish, minimum 5/8" x 1/8" x 18 gauge, corners mitered, heliarc welded, ground smooth and polished, with concealed 18 gauge stainless steel angles welded on inner side of frame 6" on center and tapped to receive back plate fasteners.
- 2). Roll-formed Angle Framed Construction: Roll-formed stainless steel angle frame with concealed, continuous integral stiffener/retainer around perimeter, No. 4 finish, minimum 3/4" x 1/4" x 12 gauge, corners mitered, heliarc welded, ground smooth and polished. Stiffener/retainer shall be tapped to receive back plate fasteners.

(c) Back Plate: Galvanized steel, 20 gauge, full interior area of frame, secured to frame with concealed, cadmium-plated screws 6" OC"

(d) Mounting Frame (Hanger Bracket): Rigid box or rectangular type, welded construction, fabricated of 18 gauge, galvanized steel, with 18 gauge locking tabs.

(e) Mirror Quality:

- 1). Identification Stamp: Identify tempered glass units by affixing manufacturer's stamp labeled "tempered" to a glass face.
- 2). Mirror Backing: Shock absorbing material over entire back mirror surface.

(f) Integral Shelf: 22-gauge stainless steel for units up to 36" wide, 18 gauge for units wider than 36"; No. 4 finish. Size: 5" deep x full width of mirror frame. Bend front edge down 1/2" and fold metal back on itself to form finished edge. Bend sides down 1/2".

Heliarc weld corners grind smooth and polish all welds.

2. Paper Towel Dispensers - Recessed: Units fabricated of 22-gauge stainless steel with 22-gauge double-pan, or 18 gauge single-pan, stainless steel door construction. Hang door on full length, continuous stainless-steel hinge. Approximate size: 17" wide x 29" high x 10 1/2" deep to accommodate roll paper towel. Keyed access.

3. Paper Towel Dispensers - Surface Mounted: Unit fabricated of stainless steel. Front cover shall be fabricated of smoked transparent, high impact plastic, or stainless. Approximate cabinet size: 17" wide x 15" high x 10 1/2" deep to accommodate roll paper towel. Keyed access. Fabricate units with flush, tight seams and joints, rounded corners, sloping tops and all exposed edges rolled. Option: ADA compliant unit with motion sensor when required for employees.

4. Double Roll Toilet Tissue Holder: Constructed of stainless steel or smoked transparent high impact plastic. Units shall have hinged arm for filling, pilfer resistant locking mechanism, and designed to prevent free roll of tissue for each roll.

(a) Type 1: Holder shall accommodate standard 4 1/2" wide jumbo tissue rolls.

Approximate size: 15" wide x 12" high x 6" deep.

(b) Type 2: Smoked transparent high impact to accommodate 4 wide jumbo tissue rolls.

Approximate size: 15" wide x 12" high x 6" deep.

5. Waste Receptacles - Surface Mounted: Units fabricated of 22-gauge stainless steel with rounded front corners and hemmed edges. Approximate size: 23" high x 16 1/2" wide x 12 1/2" deep. Liner: Removable vinyl liner.

6. Waste Receptacles - Recessed: Unit fabricated of 22-gauge stainless steel with cabinet access door, and removable and reusable metal or rigid molded plastic waste contained equipped with lifting handle. Fabricated door of 22-gauge stainless steel double-pan, or 18-gauge stainless steel single-pan, construction. Mount door on full length, continuous stainless-steel hinge. Approximate overall size: 48" high x 14" wide x 7" deep. Minimum capacity of waste container: 1.3 cubic feet. Units shall have integral trim flange and key access.

7. Combination Paper Towel Dispensers and Waste Receptacles: Units fabricated of 22-gauge stainless steel with dispenser door, waste cabinet access door, and removable and reusable metal or rigid molded plastic waste container equipped with lifting handle. Fabricate doors of 22-gauge stainless steel double-pan, or 18-gauge stainless steel single-pan construction. Mount doors on full length, continuous stainless-steel hinge. Approximate overall size: 54" high x 14" wide x 10" deep. Units to dispense roll paper towels. Units may be surface mounted or recessed with integral trim flange.

8. Feminine Napkin Disposals - Surface Mounted (FND-SM): Units fabricated of 22-gauge stainless steel with 22-gauge stainless steel sloping cover mounted on a full length, continuous stainless-steel hinge. Equip cover with a side-mounted handle for lifting. Approximate overall size: 11" high x 8" wide x 4" deep.

9. Feminine Napkin Disposals - Recessed: Units fabricated of 22-gauge stainless steel, completely enclosed, with self-closing door and removable receptacle. Mount door on a full length, continuous stainless-steel hinge. Receptacle shall have a recessed finger grip for removal. Approximate overall size: 18" high x 14" wide x 4" deep. Door shall have stamped or embossed lettering reading: "Napkin Disposal" and "push". Units shall have integral trim flange.

10. Lather/Foam Soap Dispensers - Surface Mounted: Individual surface mounted tank type consisting of smoked transparent high impact plastic or stainless-steel one-piece body with polished satin finish, push-in soap dispenser valve with stainless steel mechanism, locked filler cap at top, and stainless steel back with vandal resistant mounting bracket. Soap tank capacity: Not less than 40 oz. liquid soap. Approximate overall size: 8 ½" wide x 4 ¾" high x 5 ½" deep. Valve shall have bulking multiplier of 10 or more. Units shall have refill indicator window and service key access for refilling.

D. SUGGESTED MANUFACTURERS: (a) Bobrick Washroom Equipment Inc. (b) Bradley Corporation (c) Or approved equal

End of Section

SECTION 102814 - ELECTRICAL HAND DRYERS

A. GENERAL

1. 110 or 220-volt Surface mounted automatic hand dryer. Fractional horsepower motor to be automatic thermal overload switches to protect overheating.
2. No-Touch electronic operation; automatically turn off when hands are moved away.
3. Base should be one-piece heavy-duty non-corroding alloy.
 - 1). Cover should be heavy duty, scratch and dent-resistant cast-iron vitreous enamel finish cover. Cover should have tamper resistant bolts.
 - 2). Nozzle to be a die cast alloy, which is located to allow hand drying.
4. Suggested Manufacturers: 1) Bobrick Washroom Equipment B-7000 Series 2) Or approved equal

End of Section

SECTION 104413 - FIRE PROTECTION CABINETS

A. QUALITY ASSURANCE

1. Provide portable fire extinguishers, cabinets and accessories by one manufacturer.
2. UL-Listed Products: Provide new portable fire extinguishers which are UL-listed and bear UL "Listing Mark" for type, rating, and classification of extinguisher indicated.

B. EXTINGUISHERS

1. Multi-Purpose Dry Chemical Type: UL rated 4A-60B:C, 10 lb. nominal capacity, in enameled steel container, for Class A, Class B and Class C fires.
2. Provide sufficient quantity to meet National Fire Protection Association reference standards.

C. MANUFACTURES

1. Cabinets - Architect Series by Larsens or approved equal. 2. Walter Kidde or approved equal.

End of Section

DIVISION 11 - EQUIPMENT

SECTION 113100 - APPLIANCES, PORTABLE HEATING/COOLING APPLIANCES

A. Refrigerators, dishwashers, water heaters and miscellaneous appliances must have "Energy Star Label"

SECTION 115213 - PROJECTION SCREENS

A. ELECTRICALLY OPERATED, REMOTE CONTROL SCREENS

1. Provide units for recessed ceiling mounting completely housed in a metal-lined wood case, listed by UL and bearing re-examination markers of UL. Mount top of screen fabric to metal

roller with roller supported on brackets with self-aligning bearings.

2. Screen Case: Fabricate wood case with metal lined motor compartment, hinged or removable access panel to motor compartment, electrical outlet box, and finished with manufacturer's standard primer coat.

3. Motor Units: Size and capacity recommended by the screen manufacturer. Use instant reversing, gear drive motor with permanently lubricated ball bearings, automatic thermal overload protection, and pre-set limit switches to automatically stop screen in "up" and "down" and "stop" in a box with cover plate for flush wall mounting. Stop action to be positive to prevent coasting.

B. SUGGESTED MANUFACTURERS: 1) Da-Lite 2) Or approved equal

End of Section

DIVISION 12 - FURNISHINGS **SECTION 122000 - WINDOW TREATMENT**

A. HORIZONTAL LOUVER BLINDS

1. Components:

(a) Slats:

1). Width: 1"

2). Thickness: .006 - .008 prior to painting

3). Material: aluminum or aluminum alloy

(b) Finish: Baked oil paint, resistant to fading/discoloration

(c) Color: coordinated with office colors

(d) Ladders and Lift Cords:

1). Material: braided polyester with minimum stretch

2). Color: to match slats

2. Head Channel:

(a) Material: Electro-galvanized steel

(b) Thickness: .025" in a "U" shaped channel

(c) Finish: Baked on polyester finish to match color of slats

(d) Edges to be rolled

3. Bottom Rail:

(a) Material: cold-rolled sheet steel

(b) Thickness: .018 - .031"

(c) Finish: baked or polyester finish to match color of slats

(d) End caps: to match color of slats

4. Cord Lock: Securely raise & lower the blind to any height without tearing cords

5. Tilt Wand:

(a) Material: clear acrylic

(b) Shape: tubular

6. Tilter: worm and gear type

7. Intermediate Support Brackets: furnished for blinds over 48" wide

8. Suggested Manufacturers

(a) Levolor 1" (25mm) Monaco Blind

(b) Hunter Douglas Flexalum Decor 1" (25mm)

9. Bali Classics Mini Blinds

B. SHADES

1. Provide manually operated shade system equal to "Mecho-Shade" made by the Mecho-Shade Corp. or equal made by Sol-R-Veil Inc. or Kirsch Co. or approved equal conforming to standards specified herein.

2. Shade system shall be a smooth operating chain and sprocket operated roller shade system which incorporates an adjustable slip clutch to control the rate of fall, from free running zero friction factor, to a factor of 100%. The shade may be adjusted to stop and hold at an infinite number of positions, or adjustable at any percentage of friction to control the fall rate of the shade as required. The shade position when set as a free fall system to be mechanical, by use of a chain retainer. At either setting the highest and lowest shade position will have an

automatic stop to prevent over winding or unrolling. The window shade mechanism shall have sufficient latitude to accommodate small lightweight shades, as well as large heavy shades compatible with glass sizes in the building.

3. Shade mounting brackets shall be made of 1/8" thick sheet steel and a 7/16" welded steel shaft which shall be the axis for the entire sprocket and spring clutch assembly. Reversible for left hand or right-hand operation. Wall, jamb, or ceiling mounted as required, shall be permanently installed with the mechanism concealed from view when fully assembled. Delrin cover plate shall be mechanically attached to sheet steel. Injection molded Delrin cover plate is provided for each of the brackets to conceal the metal brackets from view, provide means of attaching a fabric without exposed hardware, and guide and retain the chain gear assembly. Brackets to act as protective retainer for tube and shade assembly preventing accidental dislocation of tube and shade by vibration, rough usage. The bracket assembly to be permanently mounted to the building; shade tube and fascia are removable.

4. SnapLoc Tube: Extruded 6063-XT6 aluminum, 1-1/2" o.d., either end of tube to engage drive system through internal extruded keyway. Tube shall be extruded with two fabric mounting channels which shall provide anti-deflection support for wide span shades. All tubes removable, interchangeable without removing the drive assembly, block resetting, or readjusting the pre-set stops. Shade tube to be self-aligning and self-leveling.

5. SnapLoc Fabric Mounting Spline: Spline to be of extruded vinyl with symmetrical insertion locking channels and embossed fabric guide. Spline shall have sufficient capacity to hold heavy shades when spline is snapped and locked into the tube. Fabric shade shall be readily removable without removing the tube from the retainer brackets or removing the brackets from the wall.

6. Fabric-Guide End Cap: Delrin end cap shall have steel pin which permits up to 5/16" lateral adjustment in tube width. End cap shall have 2-1/4" o.d. fabric-guide tapered disc feature to assure alignment and protection of the shade cloth.

7. Finishes: All exposed aluminum parts have an anodized finish. Steel parts are either nickel plated, satin finish, or have been bonderized prior to painting with a baked, enamel finish.

End of Section

DIVISION 13 - METAL REFURBISHMENT **SECTION 131000 REFURBISHMENT**

GENERAL

1. Work of this section shall be accomplished by an experienced fabricator or installer, who has been engaged in work of equivalent scope for at least five (5) years. Materials, methods of finishing, re-finishing, fabrication, fitting, assembly bracing, supporting, fastening, and erection shall be in accordance with drawings and specifications, approved shop drawings, and be of highest quality practices of the industry, using new and clean materials, having structural properties sufficient to safely sustain or withstand stresses and strains to which materials and assembled work will be subjected. All work shall be accurately and neatly fabricated, assembled and erected.

2. Field Measurements: Take field measurements prior to preparation of shop drawings and fabrication, to ensure proper fitting of the new work to existing.

3. The Contractor by commencing the work of this Section, assumes overall responsibility, as part of his warranty of the work, to assure that all assemblies, components and parts shown or required within the work of this Section, comply with the Contract Documents. The Contractor shall further warrant:

(a) That all components, specified or required to satisfactorily complete the installation, are compatible with each other and with the existing conditions of installation and expected use.

(b) The overall effective integration and correctness of individual parts and the existing system.

(c) Compatibility with adjoining existing substrates, materials and work of other trades.

(d) There shall be no premature material failure due to improper finish, design and installation.

4. All results of refurbishing must meet with the Architect's approval.

SUBMITTALS

1. Materials list of items proposed to be provided under this Section;
2. Fabricators descriptions and other data needed to prove compliance with the specified requirements;
3. Shop Drawings showing details of refurbishment, details of construction, installation, and anchorage.

FABRICATION AND FITTING CRITERIA

1. Cutting: Cut metal by sawing, shearing or blanking. Flame cutting will be permitted only if cut edges are ground back to clean, smooth edges. Make cuts accurate, clean, sharp, square and free of burrs, without deforming adjacent surfaces or metals.
2. Holes: Drill or cleanly punch holes (do not burn), so that holes will be accurate, clean, neat and sharp without deforming adjacent surfaces or metals.
3. Connections
 - (a) Make connections with tight joints, capable of developing full strength of member, flush unless indicated otherwise, formed to exclude water where exposed to water. Locate joints where indicated on drawings. Provide connections to allow for thermal movement of metal at locations and by methods approved by Architect. For work exposed to view, use concealed fasteners (unless welded or other connections indicated) with joints accurately fitted, flush and rigidly secured with hairline contacts.
 - (b) Welding: Welding shall be in accordance with recommendations of the American Welding Society and shall be done with electrodes and/or methods recommended by the manufacturers of the metals being welded. Welds shall be continuous, except where spot welding is specifically permitted. Welds exposed to view shall be ground flush and dressed smooth with and to match finish of adjoining surfaces so that joint will not be visible; undercut metal edges where welds are required to be ground flush and dressed smooth. All welds on or behind surfaces which will be exposed to view shall be done so that finished surface will be free of imperfections such as pits, runs, splatter, cracks, warping, dimpling, depressions or other forms of distortion or discoloration. Remove weld splatter and welding oxides from all welded surfaces.
4. Supplementary Parts: Provide as necessary to complete each item of work, even though such supplementary parts are not shown or specified.
5. Accurately cut, fit, drill and tap work of this Section to accommodate and fit existing conditions. Furnish or obtain templates for proper coordination of this work.
6. Exposed Work: In addition to requirements specified herein or shown on drawings, all surfaces exposed to view shall be clean, and free from dirt, stains, grease, scratches, distortions, waves, dents, buckles, tool marks, burrs and other defects which mar appearance of finished work. Work exposed to view shall be straight and true to line or curve, smooth arises and angles as sharp as practicable, miters formed in true alignment, profiles accurately intersecting, and with joints carefully matched to produce continuity of line and design. Exposed fastenings, where permitted, shall be of the same material, color and finish as the metal to which applied, unless otherwise indicated, and shall be of the smallest practicable size.
7. Materials used shall be of such strength, thickness and alloy that they are capable of meeting all standards and descriptions specified herein, shall match existing and as detailed on drawings.
8. All painting and re-painting shall conform to the requirements of Section 099101 and as specified herein.

End of Section

DIVISION 22 – PLUMBING

SECTION 224239 - COMMERCIAL FAUCETS, SUPPLIES AND TRIM

A. MATERIALS

1. Valve body: cast brass
2. Internal Components:

- (a) Metals: Brass or stainless steel
 - (b) Non-Metals: Materials not adversely affected by contact with water, temperature changes or a combination of both.
 - 3. Finishes: All exposed to view surfaces installed in finished spaces shall be brass, polished and chrome plated, or stainless steel, with a No. 4 brush finish.
 - 4. Handicapped Installation to have single action faucet.
 - 5. Faucets: Laminar flow reduction (saves up to 30%), Hot/cold mixing valve: connects to hot water side.
 - B. SUGGESTED MANUFACTURES: 1) Moen Lavatory or Sink Faucet 2) Or approved equal
- End of Section**

SECTION 224200 - PLUMBING FIXTURES

- A. QUALITY ASSURANCE
 - 1. Each fixture and fitting shall be plainly and permanently marked with the manufacturer's name or trademark.
 - 2. Acid resistant surfaces shall be plainly and permanently marked with the manufacturer's label or symbol indicating "acid resistance".
 - 3. Water Closet's: 1.6-gallon gravity flush, 1.28 GPF desired.
 - 4. Urinals: 1.0-gallon gravity flush, .5 GPF desired.
 - 5. Lavatory: 0.50 GPM, 0.1 desired
 - 6. Shower head: low-flow 1.25 to 2.5 GPM.
- B. MATERIALS
 - 1. Vitreous China: First quality, smooth, uniform color and texture and having a fused-on glaze covering all surfaces exposed to view.
 - (a) Surfaces shall be free of chips, craze, warpage, cracks and discolorations. All surfaces in contact with walls or floors shall be flat, with warpage not to exceed 1/16" per foot.
 - (b) Color: White
 - 2. Fixture Trim: Stainless steel 18-8 type 302 or 304.
 - 3. Trim Finishes (exposed to view): Stainless steel with invisible welds and seams, polished to No. 4 commercial finish.
 - 4. Fixture hold-down bolts: Steel, plated for corrosion resistance. Cap nuts: polished chrome plated finish
- C. TYPES AND MANUFACTURERS (Or approved equal)
 - 1. Wall Hung Chair Carrier Lavatory
Manufacturer: American-Standard Lavatory 20" x 18"
 - 2. Handicapped Wall Hung Chair Carrier Lavatory
Manufacturer: American-Standard Wheelchair Lavatory 27" x 20"
 - 3. Floor Mounted Water Closet:
Manufacturer: American-Standard Toilet
 - 4. Handicapped Floor Mounted Water Closet:
Manufacturer: American-Standard 18" high Elongated Cadet Toilet
 - 5. Wall Hung Chair Carrier Water Closet:
Manufacturer: American-Standard Aftwall Toilet with back spud
 - 6. Water Closet Seat
 - 7. Materials
 - (a) Extra heavy-duty, commercial design
 - (b) Solid plastic, open front, without a cover, molded in one piece with no joints, seams or crevices.
 - (c) Manufacturer's name shall be molded into the seat.
 - (d) Metal check hinges shall be integrally molded into the seat. Hinges, inserts, bearings and posts shall be of brass or stainless steel; the upper post and metal exposed above the fixture rim shall be covered with plastic to match the seat.
 - (e) Surface shall be hard, polished, impervious to moisture, and not affected by the action of uric acid.

- (f) Color: White. Manufacturer: Kohler Company, Model No. K-4666-C
8. Urinal: Manufacturer- American-Standard Urinal

End of Section

SECTION 224713 – DRINKING FOUNTAINS AND WATER COOLERS

- A. GENERAL
1. Supply a sufficient number of water coolers as required by the applicable building code.
2. Water coolers to be high/low type and be ADA compliant
3. Each single or double bowl Water Cooler to include a Bottle Filling Station.
4. Each double bowl unit shall constitute a single water cooler as defined by building code.
- B. INSTALLATION
1. All required plumbing shall be supplied and installed.
2. All required electrical items and work shall be supplied and installed.
- C. SUGGESTED MANUFACTURERS
1. Elkay: Enhanced EZH2O Bottle Filling Station & Single ADA Cooler, Filtered 8 GPH Light Gray.
2. Or approved equal.

End of Section

DIVISION 23 - MECHANICAL

SECTION 230500 - HEATING, VENTILATION, AND AIR CONDITIONING

- A. Thermostats-- programmable thermostat for commercial use with seven-day flexible programming, liquid crystal display, individual temperature set-points for occupied and unoccupied heating and cooling, concealed keyboard and locking cover, automatic heat/cool changeover, auxiliary relay output for economizer cycle, conventional or heat pump operation.
- B. Energy Management Systems: PC based programmable with individual controls for set points for temp, humidity, flow and economy saving operations. Maintaining log of building environment 24 hours per day and 7 days per week including point updates at least hourly.
- C. Ductwork: Galvanized sheet metal with fiberglass wrap with factory applied aluminum foil facing reinforced with fiberglass scrim laminated to a UL KRAFT, Insulation minimum 2" thick.
- D. Fans: High efficiency, variable speed motors/controllers with energy star rating.
- E. Filters: Minimum 65% efficient
- F. Refrigerants: shall be non-ozone depleting.
- G. Pumps and motors to be high efficiency with energy star rating.
- H. No electric resistance elements will be allowed to satisfy temperature requirements called out in the lease.

End of Section

SECTION 233439 – HIGH SPEED, LOW SPEED PROPELLER FAN (CEILING EXHAUST)

- A. GENERAL
1. Fans shall be U.L. listed and labeled. 2. Sound power level: AMCA Standard 300-67.
- B. PRODUCT
1. General: Fans shall be of the electric motor driven centrifugal type, installed in an insulated sheet steel unit casing with a decorative air intake grille, slow speed electric motor, electric terminal box inside housing, speed controller and outside wall cap. Quiet operation, less than 1.5 sones for toilets
2. Fan Assembly: True centrifugal wheels, mounted on the extended shaft of an electric motor. Fabricate fan scroll from heavy gauge sheet steel with a corrosion resistant coating. Isolate the entire fan assembly from the unit casing with elastomer type vibration eliminators. Fan assembly shall be easily removable from the unit casing.
3. Unit Casing: Fabricate from heavy gauge sheet steel, with a corrosion resistant coating. Acoustically line the interior surfaces of the casing with fibrous glass, coated on the exposed side. Provide discharge outlet complete with backdraft damper.
4. Electric Motor: Low speed (1200 RPM or below), with built-in thermal overload protection, designed to operate on 120-volt, 60 cycle, 1 phase service. Assembly shall be complete with

flexible electric cord, plug and electrical receptacle inside housing. Suitably ground fan motor.

5. Inlet Air Grille:

- (a) Aluminum: Etched and coated with clear acrylic lacquer.
- (b) Steel: Primed and finished with baked-on white enamel.
- (c) Plastic: White of the egg crate design.

6. Conference Rooms only to have speed control. Solid-state circuitry, with polished chromium plated wall plate, suitable for use with standard electrical wall box.

7. Switching thru lighting system or occupancy sensor.

C. SUGGESTED MANUFACTURERS: 1) NuTone, Panasonic, Dayton, Broan. 2) Or approved equal

End of Section

DIVISION 26 - ELECTRICAL

SECTION 260533 - ELECTRICAL CONDUIT FOR TELEPHONE/SIGNAL OUTLETS

A. MATERIALS

- 1. Metallic raceway of sufficient size including two bushings (minimum).
- 2. Metallic box with connector.
- 3. Drag line.

B. INSTALLATION

- 1. Install metallic box at standard outlet height and connect EMT of sufficient size to box. EMT to terminate above hung ceiling. Drag line and bushings to be installed in conduit.
- 2. Size of EMT to be determined by landlord's designer in coordination with telecom/data provider.

End of Section

SECTION 260923 - LIGHTING CONTROL DEVICES

A. Occupancy Sensor - Wall Switches

1. General

- (a) Three-wire, self-contained dual technology utilizing passive infrared and ultrasonic technologies, designed for taking the place of a standard toggle switch, and compatible with solid state lighting ballasts.
- (b) Adjustments: Auto-off time delay adjustable 2-15 minutes, and adjustable sensitivity.
- (c) Controls: Hands free automatic on, automatic off, manual on, manual off.
- (d) Indicators: Red LED to indicate when unit is triggered; and audible warning tone to pre-signal automatic shutdown.

2. Suggested Manufacturers: Lightolier Controls "Insight" Series

- (a) Watt Stopper. (b) Sensor Switch. (c) Or approved equal.

B. Occupancy Sensor - Ceiling

1. General:

- (a) Ceiling mounted, dual technologies utilizing passive infrared and ultrasonic technologies. Unit shall operate in conjunction with a separately mounted power pack. Field of view may be reduced by lens masking labels.
- (a) Adjustments: Manual-off time delay adjustable 20 seconds to 30 minutes (adjustment at power pack), and adjustable sensitivity.
- (b) Photocell: Prevents automatic-on activation based on an (adjustable) minimum ambient light level setting.
- (c) Controls: Automatic-on or manual-on (selectable at power pack), automatic off, and manual-off.
- (d) Indicators: Red LED to indicate when unit is triggered.
- (e) Multiple sensors: May be used to control a single power pack.
- (f) Power packs: Separately mounted UL listed power supply consisting of transformer, contact closure relay, and system configuration electronics and selector switches. Power output of transformer must be sufficient for powering up to twelve sensors.
- (g) Slave relays: As required for controlling additional lighting circuits from the same sensor(s) connected to a power pack.

2. Suggested Manufacturers

- (a) Lightolier Controls
- (b) Watt Stopper
- (c) Or approved equal

Light Level Controls: Automated control systems based on daylight, occupancy and timed schedules.

End of Section

SECTION 265116 - FLUORESCENT FIXTURES

A. UL listed fixture.

B. Fixtures:

Type 1:

- a. Type: Indirect/direct recessed, 2 lamps.
- b. Size: 2'0"X4'0"
- c. Type of Lamps: 32 watt (type 32T8).
- d. Lamp Shield: Perforated metal
- e. Finish: 95% Reflective baked white acrylic matte high reflectance paint finish.
- f. Fixture Manufacturer: Lightolier
- g. Ballasts: Rapid start HPF thermally protected class "P" ballast. Use dimming ballast if called for.

Type 2:

- a. Type: Indirect/direct recessed, 1 lamp.
 - b. Size: 2'-0" x 2'-0"
 - c. Type of Lamps: TT-5 B-tube.
 - d. Lamp Shield: Perforated metal
 - e. Finish: Baked white acrylic matte high-performance paint finish.
 - f. Fixture Manufacturer: Lightolier
 - g. Ballasts: Rapid start HPF thermally protected class "P" ballast. Use dimming ballast if called for.
- Suggested Manufacturers: 1. Lightolier's "Alter". 2. National's "AST-series". 3. Or approved equal.

Type 3:

- a. Type: Recessed parabolic troffer, 3 lamps.
- b. Size: 2'0" x 4'0".
- c. Type of lamps: 32-watt lamps (Type F32T8).
- d. No. of cells: 4" deep troffer – 24 cell anodized aluminum
- e. Louver Finish: Low iridescent diffuse silver louver, black reveal, high gloss baked white enamel finish, IES RP24 criteria.
- f. Ballasts: Integrated circuit solid-state electronic ballast for each fixture. Total harmonic distortion less than 15% and shall be dedicated for use with the type of lamp connected. Ballasts to be CBM (certified Ballast Mfr. Association) certified. All with 3-year warranty period including labor/material. One 3-lamp solid state electronic ballast, suitable for one, two, or three lamp, 120 volt or 277-volt operation, U.L. listed, and CBM certified by ETL. Ballast Manufacturer: Advance
- g. Fixture Manufacturer: Lithonia Fluorescent Series Paramax or equal

Type 4

- a. Type: Recessed parabolic troffer, 2 lamps.
- b. Size: 2'0" x 4'0"
- c. Type of Lamps: 32-watt lamps (Type 32T8).
- d. No. of Cells: 4" deep troffer – 18 cell aluminum.
- e. Louver Finish: Same.
- f. See Type 1, Item 6
- g. Fixture Manufacturer: Lithonia Fluorescent Series Paramax or equal.

C. Lamps:

- 1. F32T8: Color index of 85, min efficiency of 89 lumens per watt. Color temperature of 4100

deg K.

2. Compact Fluorescent Lamps: Min color index of 82, min efficiency of 60 lumens per watt.
Suggested Manufacturers: Phillips or approved equal.

D. Dimming Ballasts

1. Dimming shall be smooth and continuous without flicker over a range from 100 percent to 1 percent of full light for T-8-Fluorescent lamps.

2. Ballast shall be capable of striking the lamps at any level without first flashing to full light.

NOTE:

- NYC area provided equal fixture with I.B.E.W. Local #3 stamp. See below for NYC specifics.
- Emergency lighting capability is available with fixtures. See Emergency Lighting Spec (265213.13) for further information.

End of Section

SECTION 255119 - LED LIGHTING

A. TYPE 1:

1. Type: Indirect/direct center basket recessed.

2. Size: 2'-0" X 4'-0"

3. Type of LED: 4450 lumens; 42 watts

- a. Temperature: 3500 Kelvin
- b. A CRI of 90 or greater
- c. An efficacy of 100 Lumens per watt or more
- d. Color consistency of 4 Step MacAdam Ellipse or less

4. LED shield: A delineated perforated basket down the middle of the fixture

5. Finish: High specular reflective white painted steel

6. Life Time rating of 50,000 hours at L85

7. Fixture manufacturer: Current by G.E.

8. Driver: 0-10 V dimmable

- a. A power factor of 90 or greater.
- b. THD: <20%
- c. Voltage; 120V thru 277V; 50/60 Hz

9. U.L. Listed

Suggested manufacturers: a) Current by GE LAB series b) Lumax Lighting c) Or approved equal

B. TYPE 2:

1. Type: Indirect/direct center basket recessed.

2. Size: 2'-0" X 4'-0"

3. Type of LED: 2880 lumens; 27 watts

- a. Temperature: 3500 Kelvin.
- b. A CRI of 90 or greater
- c. An efficacy of 100 Lumens per watt or more
- d. Color consistency of 4 Step MacAdam Ellipse or less

4. LED shield: A delineated perforated basket down the middle of the fixture

5. Finish: High specular reflective white painted steel

6. Life Time rating of 50,000 hours at L85

7. Fixture manufacturer: Current by G.E.

8. Driver: 0-10 V dimmable

- a. A power factor of 90 or greater.
- b. THD: <20%
- c. Voltage; 120V thru 277V; 50/60 Hz

9. U.L. Listed

Suggested manufacturers: a) Current by GE LAB series b) Lumax Lighting c) Or approved equal

C. TYPE 3:

1. Type: Indirect/direct center basket recessed.
2. Size: 2'-0" X 2'-0"
3. Type of LED: 3000 lumens; 30 watts
 - a. Temperature: 3500 Kelvin.
 - b. A CRI of 90 or greater
 - c. An efficacy of 100 Lumens per watt or more
 - d. Color consistency of 4 Step MacAdam Ellipse or less
4. LED shield: A delineated perforated basket down the middle of the fixture
5. Finish: High specularly reflective white painted steel
6. Life Time rating of 50,000 hours at L85
7. Fixture manufacturer: Current by G.E.
8. Driver: 0-10 V dimmable
 - a. A power factor of 90 or greater.
 - b. THD: <20%
 - c. Voltage; 120V thru 277V; 50/60 Hz
9. U.L. Listed Suggested manufacturers: a) Current by GE LAB series b) Lumax Lighting c) Or approved equal

D.

TYPE 4:

1. Type: Indirect/direct center basket recessed.
2. Size: 2'-0" X 2'-0"
3. Type of LED: 19400 lumens; 20 watts
 - a. Temperature: 3500 Kelvin or 4000 Kelvin.
 - b. A CRI of 90 or greater
 - c. An efficacy of 100 Lumens per watt or more
 - d. Color consistency of 4 Step MacAdam Ellipse or less
4. LED shield: A delineated perforated basket down the middle of the fixture
5. Finish: High specularly reflective white painted steel
6. Lifetime rating of 50,000 hours at L85
7. Fixture manufacturer: Current by G.E.
8. Driver: 0-10 V dimmable
 - a. A power factor of 90 or greater.
 - b. THD: <20%
 - c. Voltage; 120V thru 277V; 50/60 Hz
9. U.L. Listed Suggested manufacturers: a) Current by GE LAB series b) Lumax Lighting c) Or approved equal

E.

TYPE 5:

1. Type: Center row baffle direct recessed.
2. Size: 2'-0" X 4'-0"
3. Type of LED: 4900 lumens; 42 watts
 - a. Temperature: 3500 Kelvin.
 - b. A CRI of 90 or greater
 - c. An efficacy of 100 Lumens per watt or more
 - d. Color consistency of 4 Step MacAdam Ellipse or less
4. LED shield: Curving single row baffle down the middle of the fixture and uniform light across the lens.
5. Finish: High specularly reflective white painted steel
6. Life Time rating of 50,000 hours at L85
7. Fixture manufacturer: Current by G.E.
8. Driver: 0-10 V dimmable
 - a. A power factor of 90 or greater.
 - b. THD: <20%
 - c. Voltage; 120V thru 277V; 50/60 Hz
9. U.L. Listed. Suggested manufacturers: a) Current by GE LAC series b) Lumax Lighting c) Or approved equal

F.

TYPE 6:

1. Type: Center row baffle direct recessed
2. Size: 2'-0" X 4'-0"

3. Type of LED: 3150 lumens; 27 watts
 - a. Temperature: 3500 Kelvin.
 - b. A CRI of 90 or greater
 - d. An efficacy of 100 Lumens per watt or more
 - e. Color consistency of 4 Step MacAdam Ellipse or less
4. LED shield: Curving single row baffle down the middle of the fixture and uniform light across the lens.
5. Finish: High specularly reflective white painted steel
6. Life Time rating of 50,000 hours at L85
7. Fixture manufacturer: Current by G.E.
8. Driver: 0-10 V dimmable
 - a. A power factor of 90 or greater.
 - b. THD: <20%
 - c. Voltage; 120V thru 277V; 50/60 Hz
9. U.L. Listed. Suggested manufacturers: a) Current by GE LAC series b) Lumax Lighting c) Or approved equal

G.

TYPE 7:

1. Type: Center row baffle direct recessed.
2. Size: 2'-0" X 2'-0"
3. Type of LED: 3000 lumens; 30 watts
 - a. Temperature: 3500 Kelvin.
 - b. A CRI of 90 or greater
 - c. An efficacy of 100 Lumens per watt or more
 - d. Color consistency of 4 Step MacAdam Ellipse or less
4. LED shield: Curving single row baffle down the middle of the fixture and uniform light across the lens.
5. Finish: High specularly reflective white painted steel
6. Life Time rating of 50,000 hours at L85
7. Fixture manufacturer: Current by G.E.
8. Driver: 0-10 V dimmable
 - a. A power factor of 90 or greater.
 - b. THD: <20%
 - c. Voltage; 120V thru 277V; 50/60 Hz
9. U.L. Listed. Suggested manufacturers: a) Current by GE LAC series b) Lumax Lighting c) Or approved equal

H.

TYPE 8:

1. Type: Center row baffle direct recessed.
2. Size: 2'-0" X 2'-0"
3. Type of LED: 2050 lumens; 20 watts
 - a. Temperature: 3500 Kelvin.
 - b. A CRI of 90 or greater
 - c. An efficacy of 100 Lumens per watt or more
 - d. Color consistency of 4 Step MacAdam Ellipse or less
4. LED shield: Curving single row baffle down the middle of the fixture and uniform light across the lens.
5. Finish: High specularly reflective white painted steel
6. Life Time rating of 50,000 hours at L85
7. Fixture manufacturer: Current by G.E.
8. Driver: 0-10 V dimmable
 - a. A power factor of 90 or greater.
 - b. THD: <20%
 - c. Voltage; 120V thru 277V; 50/60 Hz
9. U.L. Listed. Suggested manufacturers: a) Current by GE LAC series b) Lumax Lighting c) Or approved equal

I.

TYPE 9:

1. Type: Curved step lens, recessed.
2. Size: 2'-0" X 4'-0"
3. Type of LED: 4900 lumens; 42 watts
 - a. Temperature: 3500 Kelvin.
 - b. A CRI of 90 or greater
 - c. An efficacy of 100 Lumens per watt or more.
 - d. Color consistency of 4 Step MacAdam Ellipse or less.
4. LED shield: Curved step lens down the middle of the fixture with uniform light across the lenses.
5. Finish: High specularly reflective white painted steel
6. Life Time rating of 50,000 hours at L85
7. Fixture manufacturer: Current by G.E.
8. Driver: 0-10 V dimmable.
 - a. A power factor of 90 or greater.
 - b. THD: <20%
 - c. Voltage; 120V thru 277V; 50/60 Hz
9. U.L. Listed. Suggested manufacturers: a) Current by GE LAD series b) Lumax Lighting c) Or approved equal

J.

- TYPE 10:
1. Type: Curved step lens, recessed.
 2. Size: 2'-0" X 4'-0"
 3. Type of LED: 3150 lumens; 27 watts
 - a. Temperature: 3500 Kelvin.
 - b. A CRI of 90 or greater
 - c. An efficacy of 100 Lumens per watt or more
 - d. Color consistency of 4 Step MacAdam Ellipse or less
 4. LED shield: Curved step lens down the middle of the fixture with uniform light across the lenses.
 5. Finish: High specularly reflective white painted steel
 6. Life Time rating of 50,000 hours at L85
 7. Fixture manufacturer: Current by G.E.
 8. Driver: 0-10 V dimmable
 - a. A power factor of 90 or greater.
 - b. THD: <20%
 - c. Voltage; 120V thru 277V; 50/60 Hz
 9. U.L. Listed
Suggested manufacturers: a) Current by GE LAD series b) Lumax Lighting c) Or approved equal

K.

- TYPE 11:
1. Type: Curved step lens, recessed.
 2. Size: 2'-0" X 2'-0"
 3. Type of LED: 3000 lumens; 30 watts
 - a. Temperature: 3500 Kelvin
 - b. A CRI of 90 or greater
 - c. An efficacy of 100 Lumens per watt or more
 - d. Color consistency of 4 Step MacAdam Ellipse or less
 4. LED shield: Curved step lens down the middle of the fixture with uniform light across the lenses.
 5. Finish: High specularly reflective white painted steel
 6. Life Time rating of 50,000 hours at L85
 7. Fixture manufacturer: Current by G.E.
 8. Driver: 0-10 V dimmable
 - a. A power factor of 90 or greater
 - b. THD: <20%
 - c. Voltage; 120V thru 277V; 50/60 Hz

9. U.L. Listed.

Suggested manufacturers: a) Current by GE LAD series b) Lumax Lighting c) Or approved equal

L. TYPE 12:

1. Type: Curved step lens, recessed

2. Size: 2'-0" X 2'-0"

3. Type of LED: 2050 lumens; 20 watts

a. Temperature: 3500 Kelvin

b. A CRI of 90 or greater

c. An efficacy of 100 Lumens per watt or more

d. Color consistency of 4 Step MacAdam Ellipse or less

4. LED shield: Curved step lens down the middle of the fixture with uniform light across the lenses.

5. Finish: High specularly reflective white painted steel

6. Life Time rating of 50,000 hours at L85

7. Fixture manufacturer: Current by G.E.

8. Driver: 0-10 V dimmable

a. A power factor of 90 or greater

b. THD: <20%

c. Voltage; 120V thru 277V; 50/60 Hz

9. U.L. Listed.

Suggested manufacturers: a) Current by GE LAD series b) Lumax Lighting c) Or approved equal

M. TYPE 13:

1. Type: flat translucent non-pixilating lens, recessed

2. Size: 2'-0" X 4'-0"

3. Type of LED: 4800 lumens; 36 watts

a. Temperature: 3500 Kelvin or 4000 Kelvin

b. A CRI of 80 or greater

c. An efficacy of 100 Lumens per watt or more

d. Color consistency of 4 Step MacAdam Ellipse or less

4. LED shield: Curved step lens down the middle of the fixture with uniform light across the lenses.

5. Finish: High specularly reflective white painted steel

6. Life Time rating of 50,000 hours at L70

7. Fixture manufacturer: Current by G.E.

8. Driver: 0-10 V dimmable

a. A power factor of 90 or greater

b. THD: <20%

c. Voltage; 120V thru 277V; 50/60 Hz

9. U.L. Listed.

Suggested manufacturers: a) Current by GE LBT series b) Lumax Lighting c) Or approved equal

N. TYPE 14:

1. Type: flat translucent non-pixilating lens, recessed

2. Size: 2'-0" X 4'-0"

3. Type of LED: 3000 lumens; 23 watts

a. Temperature: 3500 Kelvin b. A CRI of 80 or greater

c. An efficacy of 100 Lumens per watt or more

d. Color consistency of 4 Step MacAdam Ellipse or less

4. LED shield: Curved step lens down the middle of the fixture with uniform light across the lenses.

5. Finish: High specularly reflective white painted steel

6. Life Time rating of 50,000 hours at L70

7. Fixture manufacturer: Current by G.E.

8. Driver: 0-10 V dimmable
 - a. A power factor of 90 or greater
 - b. THD: <20%
 - c. Voltage; 120V thru 277V; 50/60 Hz

9. U.L. Listed.

Suggested manufacturers: a) Current by GE LBT series b) Lumax Lighting c) Or approved equal
O. TYPE 15:

1. Type: flat translucent non-pixilating lens, recessed
2. Size: 2'-0" X 2'-0"
3. Type of LED: 3300 lumens; 26 watts
 - a. Temperature: 3500 Kelvin b. A CRI of 80 or greater
 - c. An efficacy of 100 Lumens per watt or more
 - d. Color consistency of 4 Step MacAdam Ellipse or less
4. LED shield: Curved step lens down the middle of the fixture with uniform light across the lenses.
5. Finish: High specularity reflective white painted steel
6. Life Time rating of 50,000 hours at L70
7. Fixture manufacturer: Current by G.E.
8. Driver: 0-10 V dimmable
 - a. A power factor of 90 or greater
 - b. THD: <20%
 - c. Voltage; 120V thru 277V; 50/60 Hz

9. U.L. Listed.

Suggested manufacturers: a) Current by GE LBT series b) Lumax Lighting c) Or approved equal
P. TYPE 16:

1. Type: flat translucent non-pixilating lens, recessed 2. Size: 2'-0" X 2'-0"
3. Type of LED: 2000 lumens; 16 watts
 - a. Temperature: 3500 Kelvin
 - b. A CRI of 80 or greater
 - c. An efficacy of 100 Lumens per watt or more
 - d. Color consistency of 4 Step MacAdam Ellipse or less
4. LED shield: Curved step lens down the middle of the fixture with uniform light across the lenses.
5. Finish: High specularity reflective white painted steel
6. Life Time rating of 50,000 hours at L70
7. Fixture manufacturer: Current by G.E.
8. Driver: 0-10 V dimmable
 - a. A power factor of 90 or greater
 - b. THD: <20%
 - c. Voltage; 120V thru 277V; 50/60 Hz

9. U.L. Listed.

Suggested manufacturers: a) Current by GE LBT series b) Lumax Lighting c) Or approved equal

End of Section

SECTION 265213 - EMERGENCY + EXIT LIGHTING

A. GENERAL

1. UL Listed
2. Independent self-contained unit inverter system with charger.
3. Compatible with 32-watt lamp.
4. Sealed rechargeable, maintenance free battery. Battery shall be capable of energizing one (1) 32-watt lamp to provide not less than 1-foot candle for 90 minutes.

B. INSTALLATION

1. Wired into building night light circuit therefore permanently energized.

- 2. Approximate placement in corridors, subject to design review:
 - (a) Crosswire troffers every 40' (b) Lengthwise troffers every 30'
 - 3. Maximum coverage in offices is 1,500 square feet.
 - C. SUGGESTED MANUFACTURERS: 1) Lithonia 2) Or approved equal
- NOTE: Retrofit unit is available by Lithonia - Power Sentry Unit Inverters, and Philips Bodine.

End of Section

SECTION 265213.13 - EMERGENCY LIGHTING

- A. GENERAL
 - 1. Type, quantity and type shall conform to all applicable codes and NFPA 101 - Life Safety Code (Section 5-9).
 - 2. Installation shall be in accordance with manufacturer's directions.
- B. TYPE
 - 1. EZ-2: to be used in areas with an ambient temperature above 45 degrees F.
 - (a) Six-volt maintenance free battery (sealed lead-calcium free electrolyte or sealed pure lead cells). Batteries shall be of suitable rating and capacity to supply and maintain at not less than 87½% of the nominal battery voltage for the total lamp load associated with the unit for a period of at least 1½ hours.
 - (b) Low battery voltage cut-off (not less than 80% of nominal battery voltage).
 - (c) Electronic or sealed dust-tight transfer relay.
 - (d) Six volt, 12-watt integral tungsten halogen lighting heads.
 - (e) Input circuit suitable for operation on 120 volts 60 hz. Circuit.
 - (f) Mounting shelf or bracket.
 - 2. EZ-2D: to be used in areas where the ambient temperature may be less than 45 degrees F., i.e., unheated storage areas and parking garages
 - (a) Six-volt nickel cadmium battery, wet cell, pocket plate type. Batteries shall be of six-volt nickel-cadmium battery, wet cell, pocket plate type. Batteries shall be of suitable rating and capacity to supply and maintain at not less than 87½% of the nominal battery voltage for the total lamp load associated with the unit for a period of at least 1½ hours. Batteries shall deliver full ampere-hour capacity at 0 degrees F ambient temperature.
 - (b) Electronic or sealed dust-tight transfer relay.
 - (c) Six volt, 12-watt, integral tungsten halogen lighting heads.
 - (d) Input circuit suitable for operation on 120 volts 60 Hz. Circuit.
 - (e) Mounting shelf or bracket.
 - (f) Time delay device for units installed in areas illuminated with high-density discharge lighting fixtures. Emergency lighting units shall remain illuminated 15 minutes after normal power is restored.
 - (g) Wire guard to cover unit.
- C. SUGGESTED MANUFACTURERS:
 - a. Dual-Lite Co.'s EZ-2 Series
 - b. Mule Lighting's EM-800 Series LED; SQ-80-LED or EM-80 LED Series

End of Section

SECTION 265213.16 - EXIT SIGNS

- A. PRODUCT
 - 1. LED (non-radioactive), 5 Watts or less, Energy Star Compliant which will illuminate on normal source and battery source.
 - 2. Compliant with standards of the Life Safety Code and National Electric Code.
 - 3. Input circuit suitable for operation on 120 VAC circuit or 277 VAC circuit, as appropriate.
 - 4. Red lettering for signs shall be at least 6" high with not less than 3/4" wide strokes.
 - 5. Downlight panel
 - 6. Mounting designed for:
 - (a) Wall surface
 - (b) Wall, end mount, single face
 - (c) Ceiling, single face

- (d) Stem, single face
 - (e) Wall, end mount, double face
 - (f) Ceiling, double face
 - (g) Stem, double face
8. Directional arrows, as needed.
9. Manufacturers: Lithonia LE Series (LED models), Meridian Series or NYMD Series, by Mule Lighting.

End of Section

SECTION 272627 - WIRING DEVICES

- B. Products: All devices and or device boxes must be UL listed (including all requirements of the National Electric Code).
- 1. Boxes: where located on exterior walls, boxes must be airtight.
 - 2. In floor tele/data/power. Provide flush mounted devices with Cast aluminum w/ brass powder-coat finish metal cover. Hubbell System One metal floor box w/flush mounted 180 degree hinged covers w/fire rating where applicable or equal.

End of Section

END OF DOCUMENT

EXHIBIT 6 - ASSIGNMENT AND ASSUMPTION OF AGREEMENT OF LEASE

This Assignment and Assumption of Agreement of Lease (referred to hereinafter as the "Contract Assignment ") is made this ____ day of _____, 20__ by and among: (i) the NEW YORK STATE THRUWAY AUTHORITY, a public corporation with offices located at 200 Southern Boulevard in city and county of Albany and state of New York 12209 (referred to hereinafter as "NYSTA"); (ii) _____ duly organized and existing under the laws of the state of New York , having its principal place of business at _____ (referred to hereinafter as "Assignor"); and (iii) _____ a duly organized and existing under the laws of the state of _____, having its principal place of business at _____ (referred to hereinafter as "Assignee"). NYSTA, the Assignor and the Assignee are also referred to hereinafter, collectively, as the "Parties."

WHEREAS, Assignor entered into that certain Agreement of Lease with NYSTA dated _____ with original contract no. _____ (a copy of which is attached hereto as exhibit A and made a part hereof) for the purpose of leasing to NYSTA as tenant premises situated at _____ ("Lease") ;

WHEREAS, the Assignor desires to assign the Lease to the Assignee upon the consent of NYSTA;

WHEREAS, the Assignee desires to accept the assignment of the Lease from the Assignor upon the consent of NYSTA;

WHEREAS, NYSTA has determined that the Assignee is a responsible vendor that has the capacity and capability to perform the Lease.

NOW, WITNESSETH, that the Parties agree as follows:

1. The Assignor, for good and valuable consideration, does hereby assign, transfer, and set over unto the Assignee all of the Assignor's right, title, and interest in the Lease.
2. To the best of the Assignor's knowledge, there are no known liens against the Lease or against the Assignor relating to the Lease as of the date of the Contract Assignment, and the Assignor has no reason to believe any such liens will be filed in the future that may result in a finding that this Contract Assignment was made to avoid payment of such liens.
3. The Assignee shall assume all obligations of the Assignor under the Lease and comply with all the duties, obligations, and requirements set forth therein.
4. Without limiting the Assignee's obligations under paragraph 3 hereof, the Assignee assumes all responsibilities with regard to manner of performance of the Lease, including, but not limited to,

POST-ASSIGNMENT CONTRACT NO. _____

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and only where applicable, professional liability and the furnishing of valid certificates of insurance and bonds thereof, all of which are to be effective as of {Insert the Date Contract Assignment is Effective as set forth in Section 7} provided, however, that there shall be no lapse or gaps in coverage afforded under such bonds and insurance to NYSTA.

5. The Assignee shall defend, indemnify, and save NYSTA harmless from any claims, damages, or causes of actions that the Assignor heretofore had, now has, or hereafter may have against NYSTA arising out of the Lease.
6. NYSTA reserves any and all rights of any kind or nature whatsoever that it may have against the Assignor, it being acknowledged, however, that NYSTA is unaware of any such claims at this time, and NYSTA's consent to the assignment of the Lease is expressly conditioned upon the understanding that the Contract Assignment shall not operate to discharge any claims, demands, or causes of action NYSTA heretofore had, now has, or hereafter may have against the Assignor for or by any reason or any matter or thing whatsoever.
7. The effective date of the Contract Assignment is _____.
8. The Assignee shall, at all times during the term of the Lease remain responsible. The Assignee agrees, if requested by the executive director of NYSTA or his or her designee, to present evidence of the Assignee's continuing legal authority to do business in New York State, and of its integrity, experience, ability, prior performance, and organizational and financial capacity.

The executive director of NYSTA, or his or her designee, reserves the right, in his or her sole discretion, to suspend any or all activities under the Lease at any time upon the discovery of information that calls into question the responsibility of the Assignee. In the event of such suspension, the Assignee will be given written notice outlining the particulars of such suspension. Upon issuance of such notice, the Assignee must comply with the terms of the suspension order. Activity under the Lease may resume at such time as the executive director, or his or her designee, issues a written notice authorizing a resumption of performance under the Lease Agreement.

Upon written notice to the Assignee, and a reasonable opportunity to be heard by appropriate NYSTA officials or staff, the Lease may be terminated by the executive director of NYSTA, or his or her designee, at the Assignee's expense where the Assignee is determined to be non-responsible. In such event, the executive director of NYSTA, or his or her designee, may complete the contractual requirements in any manner he or she may deem advisable and may pursue available legal or equitable remedies for breach.

9. By executing this Contract Assignment, each person, signing individually or on behalf of any other party, certifies that to the best of his or her knowledge and belief, the party to the agreement on whose behalf it is has signing has not been placed on a list created pursuant to paragraph (b) of subdivision 3 of section 165-a of the State Finance Law of persons who have engaged in investment-related activities in Iran.
10. This Contract Assignment shall not become effective unless and until it has been executed by all Parties hereto and has been approved by the New York state attorney general and by the New York state comptroller.

POST-ASSIGNMENT CONTRACT NO. _____
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IN WITNESS WHEREOF, the Parties hereto have caused this Contract Assignment to be duly executed.

_____, **ASSIGNOR**

By: _____

_____, **ASSIGNEE**

By: _____

NEW YORK STATE THRUWAY AUTHORITY:

By: _____

APPROVED:

NEW YORK STATE ATTORNEY GENERAL
(as to manner and form only)

NEW YORK STATE COMPTROLLER

By: _____
(signature)

By: _____
(signature)

(print name)

(print name)

Date: _____

Date: _____

POST-ASSIGNMENT CONTRACT NO. _____

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STATE OF NEW YORK

} SS:

COUNTY OF

On the _____ day of _____, in the year 20 __, before me, the undersigned, a Notary Public in and for said State, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

NOTARY PUBLIC

STATE OF

} SS:

COUNTY OF

On the _____ day of _____, in the year 20 __, before me, the undersigned, a Notary Public in and for said State, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the foregoing instrument and acknowledged to me that she executed the same in her capacity, and that by her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

NOTARY PUBLIC

STATE OF NEW YORK

} SS:

COUNTY OF

On the _____ day of _____, in the year 20 __, before me, the undersigned, a Notary Public in and for said State, personally appeared, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

NOTARY PUBLIC – STATE OF NEW YORK

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EXHIBIT 7 - Landlord Change of Name/Address Form

One Copy to:
New York State Thruway Authority
200 Southern Boulevard
P.O. Box 189
Albany, NY 12201-0189

DATE: _____

TO: Chief Financial Officer
New York State Thruway Authority
200 Southern Boulevard
P.O. Box 189
Albany, NY 12201-0189

FROM: Landlord Vendor ID# _____

OSC Contract # _____

Lease Building Address/City _____

Landlord New Name: _____

Landlord New Address:

Street Number and Street _____

City-State-Zip _____ Code

Contact/Phone

E-Mail Contact _____

One Copy to Authority Syracuse Division Director

EXHIBIT 8 - Detailed Estimate

DETAILED ESTIMATE

DATE:

LANDLORD:			LEASE NO:		PROJECT NO.:		
AGENCY/ADDRESS:		DRAWING NUMBER:		REVISION NUMBER:		REVISION DATE:	
DESCRIPTION	QUANTITY	MATERIAL UNIT COST	MATERIAL COST	LABOR UNIT COST	LABOR COST	TOTAL COST	

SUMMARY

Total (Material & Labor) \$ _____

Overhead \$ _____

Profit \$ _____

TOTAL COST \$ _____

--

Exhibit 9 - Subordination and Non-Disturbance Agreement

This Agreement is made the ____ day of _____, 20____, by and between _____, with its principal place of business located at _____, hereinafter referred to as party of the first part, NEW YORK STATE THRUWAY AUTHORITY, with its principal office located at 200 Southern Boulevard, Albany, New York 12209, hereinafter referred to as party of the second part, and _____ company with its principal place of business located at _____, hereinafter referred to as party of the third part.

WITNESSETH:

WHEREAS, the party of the third part executed and delivered to the party of the first part a mortgage to secure a loan covering the premises known as _____ ("Property");

WHEREAS, the party of the third part leases a portion of the Property to the party of the second part pursuant to a lease commencing _____ (the "Lease"); and

WHEREAS, the parties hereto desire to assure the party of the second part's possession of the portion of the Property covered by the Lease, the Demised Premises as defined in such Lease, irrespective of foreclosure of the Mortgage or act in lieu thereof.

NOW, THEREFORE, in consideration of the premises, the party of the second part agrees that said Lease held by said party of the second part shall be subordinate in lien to the lien of the Mortgage.

As a condition of the foregoing, the parties further agree and understand that in the event of a foreclosure or transfer in lieu of a foreclosure or the exercise of any other remedy pursuant to the Mortgage that:

- A. The party of the second part's use, possession and enjoyment of all of the Property covered by the Lease shall not be disturbed and the Lease shall continue in full force and effect so long as the part of the second part is not in default thereunder;
- B. The Lease shall automatically become a direct lease between the party of the first part as Landlord and the party of the second part as Tenant as if such were the original parties named therein;
- C. The party of the second part shall be under no obligation to pay rent to the party of the first part until the party of the second part receives written notice from the party of the first part or other successor Landlord stating that the party

of the first part is entitled to receive the rents under the Lease directly from the party of the second part. The party of the third part under the Lease, by its execution hereof, hereby authorizes the party of the second part to accept such direction from the party of the first part notwithstanding any claims by the party of the third part contesting the validity of any term or condition of such notice, and the party of the second part shall have no duty to inquire into the validity or appropriateness of any such notice; and

- D. The party of the first part shall not name the party of the second part as a defendant in any exercise of the party of the first part's rights and remedies arising upon a default under the Mortgage, unless applicable law requires the party of the second part to be made a party thereto as a condition to proceeding against the party of the third part or prosecuting such rights and remedies, in which case the party of the first part may join the party of the second part as a defendant in such action but only for such purpose and not to terminate the Lease or otherwise adversely affect the party of the second part's rights under the Lease or this Agreement in such action.

This Agreement may not be changed or terminated orally. This Agreement shall bind and inure to the benefit of the parties hereto, their respective heirs, personal representatives, successors and assigns. This Agreement shall be controlled by and governed under the laws of the State of New York.

IN WITNESS WHEREOF, the parties have interchangeably set their hand and seals, or caused these presents to be signed by their proper corporate officers and caused their proper corporate seals to be hereto affixed, the day and date first above written.

MORTGAGEE

By: _____
Name:

NEW YORK STATE THRUWAY AUTHORITY

By: _____
Name:
Title:

By: _____
Name:
Title:

STATE OF NEW YORK)
) ss.:
COUNTY OF)

On the ____ day of _____, 20____, before me, the undersigned personally appeared, _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity and that by his signature on the instrument, the individual or the person upon the behalf of which the individual acted, executed the instrument.

Notary Public

STATE OF NEW YORK)
) ss.:
COUNTY OF)

On the ____ day of _____, 20____, before me, the undersigned personally appeared, _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity and that by his signature on the instrument, the individual or the person upon the behalf of which the individual acted, executed the instrument.

STATE OF NEW YORK)
) ss.:
COUNTY OF)

Notary Public

On the ____ day of _____, 20____, before me, the undersigned personally appeared,

_____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity and that by his signature on the instrument, the individual or the person upon the behalf of which the individual acted, executed the instrument.

Notary Public

SCHEDULE A - JANITORIAL SERVICE SPECIFICATIONS

The Landlord shall, at its sole cost and expense, provide the following janitorial services using materials and procedures that comply with the requirements set forth in Section 16 of this Lease. As used herein, the word "Daily" shall mean to occur once each day, Mondays through Fridays, excluding State Legal Holidays, as that term is defined in Section 13 of this Lease.

Drinking Fountains: Wash inside and outside Daily. Water shall be set at a high enough level that the mouth does not touch the faucet.

Floors-Resilient Tile: Dust mop Daily with cleaning products that comply with the requirements of EO-22, which is attached to this Lease as Exhibit "3," and spot mop as necessary. Spray buff monthly with commercially prepared spray buff material or a solution of water and floor finish that complies with the requirements of EO-22. Strip and redress annually with synthetic, metal, interlocked, non-slip material with a minimum of seventeen percent (17%) solids. Floors shall have a clean appearance at all times.

Floors-Carpeted: High traffic areas are to be vacuumed Daily. All carpet shall be completely vacuumed once a week, and shall be shampooed once a year.

Furniture: All surfaces must be cleaned and dust free.

Restrooms:

Daily – thoroughly clean all urinals, water closets and sinks, inside and outside, with a disinfectant and odor- counteractive solution that complies with the requirements of EO-22, which is attached to this Lease as Exhibit "3." Empty all trash and sanitary receptacles. Wash and sanitize all shelves, dispensers and receptacles. Clean all mirrors. Spot wash walls, partitions, doors and furniture. Wet mop and rinse all floor areas. Fill all dispensers so as to last a full working day.

Weekly – Dust all partitions and air vents. Annually clean ductwork.

Monthly – Wash all furniture in lounge area and partitions in restrooms.

Annually – Wash all walls, partitions, ceilings, and all air supply and return vents.

Light Fixtures: Annually wash inside and outside of all light fixtures, tubes and diffusers.

Venetian Blinds/Window Treatments: Dust monthly. Completely wash annually. Repair as needed.

Walls, Ceilings, Entrances, Metal Trim, Doors, Etc.:

Daily – Damp wipe fingerprints, smears, smudges, etc. from all entrance doors and frames, ornamental metal elevator doors and frames, elevator car interiors, escalator sides,

handrails and glass. Clean elevator door tracks. Damp wipe floor indicators, wall surfaces and wall hung fixtures. Clean all entrance glass, both inside and outside in public areas. Clean telephone booths and fixtures. Damp mop all non-carpeted floor surfaces in lobbies, corridors and entrances. Vacuum entrance mats. Sweep and wash floor in all elevators. Sweep escalator treads.

Monthly – Spray buff all non-carpeted corridor, lobby and vestibule floors.

Semi-annually – Completely wash both sides of all outside entrances and vestibules, glass, frames, handrails, steps, risers, accessible ramps and doors. Strip and redress corridor and lobby floors. Shampoo entrance carpets.

Annually – Wash corridor walls, vestibule walls and ceilings, and lobby walls.

Woodwork (Natural Wood Finish): Dust Daily. Clean and polish annually.

Daily – Sweep, spot mop spills and remove gum Daily. Damp wipe fingerprints, smudges and smears on stairway doors, wall surfaces, hose racks and handrails.

Monthly – Mop and rinse stairway landings.

Annually – Wash and rinse walls, light fixtures, sills, treads, risers and handrails and apply dressing to all landings and treads.

Windows: To be cleaned, inside and out, in April and October. Interior partition glass to be clean at all times.

Rubbish: Wastepaper baskets and trash cans are to be emptied and trash removed from the Premises Daily. Wastepaper baskets are to be clean, odor free and lined Daily. In order to maximize materials recovery and implement effective programs to reduce waste, the Tenant shall source separate all recyclable waste materials, including paper, metal, glass and plastic, hereafter referred to as “Wastes,” from rubbish generated within the Demised Premises in compliance with Section 16 of this Lease. As discussed in Section 16 of this Lease, the Landlord, at its sole cost and expense, agrees, to the extent practicable, to assist the Tenant with implementing said programs and shall likewise source separate and remove all such Wastes, causing the same to be disposed of for purposes of recycling and materials recovery in accord with all laws, rules, orders, ordinances and regulations at any time issued or in force and applicable in the borough, city, county, or other municipality in which the Demised Premises are located.

Maintenance and Trimming: Grass, shrubs and trees surrounding the Building to be clipped and trimmed. Use of chemicals shall be in accord with all applicable federal, State and local laws, rules, orders, ordinances and regulations.

Sidewalks, Entrances, and Parking Areas: Remove refuse and debris Daily. In winter, remove snow and ice from the walkway and parking lots and spread de-icer as needed.

SCHEDULE B - WORK LETTER

Prior to the Commencement Date of the Term, as defined in Sections 2 and 7 of this Lease, the Landlord shall perform all the Landlord's Work or the Work as those terms are defined below and shall be responsible for all demolition, architectural and engineering work and construction associated with the same within the Demised Premises all at Tenant's sole cost and expense. The Tenant shall reimburse the Landlord for the Landlord's actual costs.

The Work is to be done in accordance with all applicable federal, State and local codes, rules and regulations, including, but not limited to, all referenced standards (such as: (i) the ADAAG, (ii) the Occupational Safety and Health Administration Act, (iii) the New York State Building Construction Code and the Building Code of the County of as applicable, any local rules or ordinances, as may be applicable, and the MSLF, attached to this Lease as Exhibit 5.

The Landlord agrees to begin and complete the Work at the times specified in Schedule B with an estimated Substantial Completion date sixty (60) days following delivery by the Tenant of a fully executed and approved Lease. The Landlord shall accordingly prosecute all the Work diligently, using such means and methods of construction as will assure Substantial Completion not later than the date specified therefor, or on the date to which the time of Substantial Completion has been extended due to Force Majeure, as that term is defined in Section 55 of this Lease, or Tenant Delay as defined below.

Substantial Completion shall be deemed to have been achieved only when each and every one of the following events has occurred:

- a) All telecommunications systems, materials, equipment and goods necessary for equipping or furnishing the Premises, and all necessary wiring and cabling have been installed.
- b) The Landlord shall have given the Tenant at least (7) days' advance, written notice, in compliance with Section 50 of this Lease, of the expected date of Substantial Completion.

The Landlord reserves the right to re-enter the Premises after delivery of possession to the Tenant in order to complete any unfinished portions of the Work.

If the Landlord shall be delayed in Substantial Completion of the Landlord's Work because of any of the following (hereinafter referred to as "Tenant Delay"):

- 1) Any work performed by the Tenant; or
- 2) The Tenant's changes in specifications or materials; or
- 3) The performance or completion of work by a person, firm or corporation employed or contracted with by the Tenant; or
- 4) The Tenant's failure to timely respond to requests for approvals or changes; or

5) Any Change Order delays contained in the approved estimate,

then the Landlord shall not be responsible for any such substantiated Tenant Delays resulting therefrom, and the Commencement Date shall be accelerated by the number of days attributable to such Tenant Delay. Any claim by the Landlord of Tenant Delay shall be substantiated in writing, accompanied by an updated construction schedule noting that Tenant Delay and sent to the Tenant in a timely manner.

The Landlord's Work or the Work shall include the following: **TBD**

- Ten (10) Offices, varying sizes
- Twenty-eight (28) Cubicle Style Spaces, varying sizes
- Operations Center
- Training Room
- Breakroom/Kitchen
- Reception/entrance
- Reception phone/mail area
- Conference/Board Room
- IT Storage
- Data/Server Room
- Flat File/Plotter
- General Storage room
- 2 flex-space areas for small meetings (one in maintenance and one in construction)
- Space for 2 copiers
- LED lighting
- Key fob entry

SCHEDULE C - Construction Schedule **TBD**

Kick-off meeting	day
Construction Plans	days
Tenant's Review of Plans	days
Revision to Plans, if any	days
Tenant's Review of Revision	days
Construction Meeting	day
Construction	days

Total Schedule: 60 days

following delivery by the Tenant of a fully executed and approved copy of this Lease to the Landlord.