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November 4, 2020

The following (Q&A) will serve as Amendment #1 to NYSIF's Request for Proposals (RFP) for Real Property Purchase, bid number 2020-105-RE. Material in this Amendment supersedes any contradictory material in the RFP.

The following reference website link is being added to Section 12, "Green Initiative / Sustainability", of the RFP: <https://www.nypa.gov/services/energy-efficiency-services/buildsmart-ny>

Please note that the due date for the submission of bids **remains unchanged**.

All bids are due November 25, 2020, by 5:00 p.m.(eastern).

Sincerely,

Ellen Herman

**Real Property Purchase  
RFP #2020-105-RE  
Amendment 1**

Question #	RFP Page #	RFP Section and Sub-Section Reference #/Heading	Question	NYSIF Response
1			If possible could you forward a redline copy of the RFP highlighting the difference between the 1st and 2nd RFP?	See attached for the redline comparison for the RFP and Exhibit 1 between bid #2020-01-RE and bid #2020-105-RE.
2	4 of 7	14. STRUCTURAL/LATENT DEFECTS	Paragraph 14 refers to the "primary lease term", please clarify as I understand this to be outright purchase.	RFP Section 14, "STRUCTURAL/LATENT DEFECTS". Is amended as follows:  If applicable, Developer/Seller, at Developer/Seller's sole cost and expense, shall be 100% responsible for repair of any and all structural defects including roof and flooring and/or latent defects in the Building. <del>over the primary lease term and the extension periods (including earthquake damage). Further, Developer/Seller's cost for repair of any and all structural and/or latent defects shall be excluded from operating expenses which would otherwise be passed through to Purchaser.</del>
3		Exhibit 2 - Space Program	30% add on factor is very high for this market, especially for a horizontal vs vertical design. Please clarify.	The Space Program outlined in Exhibit 2 reflects NYSIF's estimated space needs for finished office space. The Space Program should be used by the Developer/Seller as a guide to ensure NYSIF's base requirements are met; however, it is subject to change based upon the Developer/Sellers proposed design.



Re: Request for Proposal  
Purchase of Turnkey Office Building

To Whom it May Concern,

JLL has been authorized on behalf of the New York State Insurance Fund (“Purchaser”) to submit this Request for Proposal. Our client wishes to own and occupy a new office building in the Albany, New York area.

Please respond as a TRACKED REDLINE to JLL’s form:

1. BUILDING NAME / ADDRESS:	TBD
2. DEVELOPER/SELLER:	Please specify and describe the Developer/Seller ownership entity, all participants and their percent ownership interests as well as who is in control of the entity (and by means of what agreement or documentation).
3. PROPERTY OWNERSHIP:	<p>Please confirm that the Developer/Seller owns the property in fee simple. If the Developer/Seller does not own all or a portion of the property, please specify (i) the current owner, (ii) whether a written agreement has been entered into that gives the Developer/Seller the right to develop the property and (iii) the structure of such agreement with specifics (e.g., ground lease, joint venture, option to purchase, etc.).</p> <p>As a condition to Transaction execution, Developer/Seller shall provide assurance satisfactory to the Purchaser that funding for the construction of the Building is in place or will be in place concurrently with the execution of Transaction documents, which assurance shall include the initial closing of a construction loan and/or commitment of equity from creditworthy sources for the entire estimated cost of construction for the Building and a full completion guaranty for construction of the Building from a creditworthy entity acceptable to the Purchaser.</p>
4. OCCUPIER/PURCHASER:	New York State Insurance Fund
<u>5. LOCATION</u>	<u>Developer/Seller to provide a building, as described herein, located in the Albany, New York area.</u>
<u>5.6. PREMISES / MEASUREMENT:</u>	<p>Purchaser requires an initial occupancy of ~150,000 square feet and will ultimately occupy a total of 175,000 RSF. <u>Developer will have 150K sf built to finish on day one. 25K sf will be left in a gray box condition upon sale date or detailed to be built site plan described in the proposal.</u> Detailed Space program is attached as Exhibit 2.</p> <p>In your response provide floorplans of each floor of the Building, and a site plan of the property that will be conveyed. If the Building is part of a</p>

	<p>bigger multi-use or multi-building complex, provide a general description of the size and scope of the broader complex, as well as anticipated delivery schedules for each part of the complex. Indicate whether the Building and/or complex is anticipated to have other uses (i.e. hotel, retail, residential, restaurant), what the relative size of those components would be, where they would be located and an indication of ingress/egress and access routes to the different components.</p> <p>Indicate how Purchaser will occupy initial premises and then occupy expansion premises.</p> <p>Describe all land use/zoning entitlements that are required to develop the Building (and complex if the entitlement of the Building is tied to those for a larger complex), and any additional property acquisitions required (i.e. land and/or air rights). Describe any remaining conditions to obtain or use such land use/zoning entitlements (including a detailed timeline for satisfying such conditions and identification of regulatory agencies having jurisdiction.</p> <p>Please provide 800 parking spaces including 10 electric charging stations.</p> <p>Please provide an overview of the parking facilities including the path of access from the garage or parking areas to the building lobby.</p> <p>Developer/Seller shall confirm that the square footage of the Premises will be measured in accordance with single Purchaser BOMA ANSI <del>Z65</del> <u>BOMA ASNI Z265.1-2010</u>2017. Developer/Seller agrees to provide certification by the Developer/Seller's architect of the measurement of the Premises.</p> <p>Prior to closing, Purchaser's architect shall have the ability to confirm such measurement.</p>
<p><u>6-7.</u> BUILDING AND FLOOR DETAILS:</p>	<p>Please provide a stacking plan of the floors and the entire envelope of the building(s) together with elevations showing the height of each floor of the Building and including proposed dimensions and finishes of the exterior. <u>Building will be turnkey upon sale with the exception of the IT server environment.</u></p> <p>Please provide CAD drawings for all floors as well as for the lobby and any lower levels of the Building.</p>
<p><u>7-8.</u> PROJECT TIMING / DELIVERY:</p>	<p>Please confirm process, timing and schedule for development approval and permits.</p> <p><u>Please Developer to</u> provide a schedule containing all outside or milestone dates that the Developer believes are critical to facilitate timely occupancy. Please provide details.</p>
<p><u>8-9.</u> BASIS OF DESIGN:</p>	<p>Provide with your response to this RFP both schematic plans and a written narrative "Basis of Design" which shall include plans, an architectural description including Zoning and Code analysis and MEP, structural, vertical transportation, and sustainable design criteria for the Building. When finalized, this Basis of Design document shall be an exhibit to any Transaction documents.</p>

	<p>In developing the Basis of Design, Developer/Seller should reference Exhibit 1 for the Base Building Requirements and Exhibit 2 for the Space Program.</p>
<p><u>9.10.</u> DESIGN/CONSTRUCTION: N:</p>	<p>The Purchaser shall have input along the way as it relates to the design of the Building, the selection of the design architect and other professionals and the right to approve design decisions and participate in the design process. The Developer/Seller shall incorporate into the Building design documents (including plans, specifications and performance standards) the Purchaser's Basis of Design requirements contained in the exhibit to any Transaction documents.</p> <p>Developer/Seller will construct and complete the Building in accordance with the approved design documents (including plans, specifications and performance standards) and a construction schedule to be attached to the Transaction documents (the "Base Building Construction").</p> <p>The Purchaser and Developer/Seller shall agree on the limited circumstances under which the Developer/Seller may deviate from the design once it has been approved. As part of the milestone timeline, Developer/Seller and the Purchaser shall agree upon separate dates by which the Purchaser can make modifications to Base Building, (i) without cost to the Purchaser, and (ii) with incremental cost or savings to the Purchaser, based upon the modification proposed and estimates to be provided by Developer/Seller, subject to verification by the Purchaser.</p> <p>Developer/Seller agrees to keep the Purchaser informed at all times regarding Building's core-and-shell design development and construction. The Purchaser shall be regularly (frequency to be agreed upon) updated with all revised backgrounds and surveys. Throughout the performance of the Base Building construction, the Purchaser shall have the right to participate in all design and construction meetings, as well as visit the site to review the progress of the Base Building Construction and compliance with the plans and specifications. Developer/Seller shall keep the Purchaser apprised of the status of the work relative to the construction schedule and other pertinent issues. Developer/Seller will hold regular (frequency to be agreed upon) meetings with and provide information to the Purchaser throughout the design and construction period to:</p> <ol style="list-style-type: none"> <li>1. Answer all comments and requests for information from the Purchaser's design team;</li> <li>2. Review any modifications to base building design that would impact the common areas of the Building or the Premises;</li> <li>3. Provide updates on any design changes that would impact the Purchaser or any core design elements of the Building;</li> <li>4. <u>If applicable,</u> Consult with the Purchaser on contractor selection including the integrity and safety background of contractors;</li> </ol>

	<p>5. Incorporate in the procurement process the Purchaser's requirements for testing and balancing, commissioning, warranties, QA/QC and vendor maintenance agreements. <u>Developer/Seller will providing maintenance on the following systems for 1-year from possession date: HVAC, Elevator, Fire and Burglar alarm, and Building Management System;</u></p> <p>6. Provide updates on procurement and construction activities and schedule;</p> <p>7. Coordinate design and construction of any of the Purchaser's base building modifications and enhancements;</p> <p>8. Provide updates on testing, balancing and commissioning and coordinate with the Purchaser's commissioning agent. <u>Commissioning of all equipment to ensure proper operation and energy efficiency, in accordance with BuildSmart 2025 initiatives.</u></p>
<del>10-11.</del> PURCHASE PRICE:	Please specify the proposed price for the building, complete interiors fit-out and property.
<del>11-12.</del> GREEN INITIATIVE / SUSTAINABILITY:	<p><u>Developer/Seller to provide design which complies with the New York BuildSmart 2025 initiative, including designing the building to be carbon neutral or be capable of achieving carbon neutrality. Costs related to the BuildSmart 2025, sustainability, and carbon neutral design should be detailed separately in the Developer/Sellers fee schedule.</u></p> <p>Please provide a description of any Green Initiative or Sustainability program currently in place at the Building or which will be in place in the near future (indicate projected date).</p>
<del>12-13.</del> LEED CERTIFICATION:	The Building must be constructed to achieve "Gold" LEED Certification.
<del>13-14.</del> STRUCTURAL/ LATENT DEFECTS:	Developer/Seller, at Developer/Seller's sole cost and expense, shall be 100% responsible for repair of any and all structural defects including roof and flooring and/or latent defects in the Building over the primary lease term and the extension periods (including earthquake damage). Further, Developer/Seller's cost for repair of any and all structural and/or latent defects shall be excluded from operating expenses which would otherwise be passed through to Purchaser.
<del>14-15.</del> ADA COMPLIANCE:	The building will be constructed to be ADA compliant.
<del>15-16.</del> ENERGY	The building will be constructed to operate with a great dependency of renewable energy sources.
<del>16-17.</del> ENERGY STAR RATING	The property shall have an Energy Star Rating.
<del>17-18.</del> BUILDING SECURITY / SAFETY:	<p>Please explain the Building's overall security plan and capabilities, paying particular attention to after-hours access to the Premises and the ability to limit access to the Premises, even during normal operating hours. As this is a critical security operation for Purchaser, please describe the Building's proposed adjustments to the security systems/procedures in detail.</p> <p>The safety of employees and visitors during the evening hours is a major concern, especially as they relate to parking area access. Please</p>

	address the safety of employees during the evening hours to and from remote parking areas.
<del>18-19.</del> AMENITIES:	Please describe in full detail access and availability of the following: <ul style="list-style-type: none"> <li>a. Proximity to child care</li> <li>b. Proximity to public transit</li> <li>c. Proximity to main arteries</li> <li>d. Proximity to restaurants and shopping/services</li> </ul>
<del>19-20.</del> BROKERAGE COMMISSION:	In the event that a fully executed Purchase ensues, Developer/Seller shall compensate Jones Lang LaSalle Brokerage, Inc. ("Broker") with a full market commission for Broker's role as Purchaser's representative, pursuant to a separate agreement between Developer/Seller and Broker.
<del>20-21.</del> NON-BINDING:	The terms of the RFP (except for the terms of the section entitled "Confidential" and "Additional Terms, Conditions & Appendices" below, which shall constitute a binding obligation of Developer/Seller upon Developer/Seller's execution of contract) and all subsequent correspondence shall not be binding upon anyone; Developer/Seller and the Purchaser shall only be bound in the event that Transaction documents are fully executed and delivered.
<del>21-22.</del> CONFIDENTIAL:	Purchaser's Non-Disclosure Agreement will be required upon award (Attachment 3).
<del>22-23.</del> DELIVERY CONDITION OF SPACE:	Please review and respond to the following RFP addenda: <ul style="list-style-type: none"> <li>• Exhibit 1 – Base Building Definition</li> <li>• Exhibit 2 – Space Program</li> </ul>
<del>23-24.</del> PARTICIPATION OF NYS MINORITY & WOMEN BUSINESS ENTERPRISES (MWBE)	It is the policy of NYSIF to encourage the greatest possible participation by Minority and Women-Owned Business Enterprises (MWBE) as Bidders, subcontractors and suppliers on its procurement contracts, consistent with New York State laws.  Bidder/Contractor is encouraged to make good faith efforts to promote and assist in the participation of MWBEs on the Contract for the provision of services and materials. The directory of New York State Certified MWBEs can be viewed at: <a href="https://ny.newnycontracts.com/">https://ny.newnycontracts.com/</a> .
<del>24-25.</del> PARTICIPATION OF SERVICE-DISABLED VETERAN OWNED BUSINESSES (SDVOB)	Article 17-B of the New York State Executive Law provides for more meaningful participation in public procurement by certified Service-Disabled Veteran-Owned Businesses ("SDVOBs"), thereby further integrating such businesses into New York State's economy. NYSIF recognizes the need to promote the employment of service-disabled veterans and to ensure that certified service-disabled veteran-owned businesses have opportunities for maximum feasible participation in the performance of NYSIF contracts.  In recognition of the service and sacrifices made by service-disabled veterans and in recognition of their economic activity in doing business in New York State, Bidders/Contractors are strongly encouraged to consider SDVOBs in the fulfillment of the requirements of the Contract. Such participation may be as subcontractors or suppliers, as protégés, or in other partnering or supporting roles.

	<p>Bidder/Contractor is encouraged to make good faith efforts to promote and assist in the participation of SDVOBs on the Contract for the provision of services and materials. The directory of New York State Certified SDVOBs can be viewed at: <a href="https://ogs.ny.gov/veterans/">https://ogs.ny.gov/veterans/</a>.</p> <p>Bidder/Contractor is encouraged to contact the Office of General Services' Division of Service-Disabled Veteran's Business Development at 518-474-2015 or <a href="mailto:VeteransDevelopment@ogs.ny.gov">VeteransDevelopment@ogs.ny.gov</a> to discuss methods of maximizing participation by SDVOBs on the Contract.</p>
<p><u>25-26.</u> NEW YORK STATE LABOR LAW AND PREVAILING WAGE</p>	<p>Services under this contract that are covered under Article 8 and/or Article 9 of the New York State Labor Law must be paid in accordance with NYS Prevailing Wage. It is the responsibility of the Prime Contractor to ensure that all personnel are paid in accordance with the appropriate prevailing wage and supplement schedules, where applicable. Certified Payroll Records must be submitted throughout the duration of the work.</p>
<p><u>26-27.</u> ADDITIONAL TERMS, CONDITIONS &amp; APPENDICES</p>	<p>Exhibits A, B, and C are attached by reference and incorporated into this solicitation. These Exhibits should be retained for future reference. Do not return to as part of the proposal submission.</p> <p>The following appendices must be completed and returned with the proposal submission. These appendices are attached at Attachment 1 of this proposal.</p> <p>Appendix E Vendor Responsibility Questionnaire  Appendix H Procurement Lobbying Legislation  Appendix V Vendor Assurance of No Conflict of Interest or Detrimental Effect  Appendix X EO 177 Certification: Prohibiting State Contracts With Entities That Support Discrimination</p> <p>The following appendices will be required at the time of award, and are attached at Attachment 2 of this proposal.</p> <p>Appendix D Questionnaire "Nondiscrimination In Employment In Northern Ireland: MacBride Fair Employment Principles"  Appendix F NYS Certifications  Appendix M Participation by Minority &amp; Women-Owned Business Enterprises Requirements &amp; Procedures (Form 102 Attached Separately)  Appendix N ST-220CA, ST-220TD  Appendix S Use of Service-Disabled Veteran-Owned Business Enterprises in Contract Performance  Attachment 3 Non-Disclosure Agreement (NDA)</p>



<p><u>27-28</u>. CRITICAL DATES &amp; PROPOSAL SUBMISSION</p>	<p><u>Critical Dates:</u>  RFP Release: <del>January 6</del> <u>October 2</u>, 2020  Inquiries Due: <del>January 21</del> <u>October 26</u>, 2020  Responses to Inquires: <del>January 27</del> <u>November 4</u>, 2020  Proposal Due: <del>February 18</del> <u>November 25</u>, 2020 at or before 5:00 pm EST</p> <p><u>Proposal Submission:</u>  Bidders assume all risks for timely, properly submitted deliveries. Bidders are strongly encouraged to arrange for delivery of bids to NYSIF prior to the date of the bid opening. LATE BIDS will be handled in accordance with Exhibit B, clause 9.</p> <p>Submission of proposals may be completed either electronically to <a href="mailto:Ellen.Herman@am.jll.com">Ellen.Herman@am.jll.com</a> or a hard copy may be mailed to the address outlined below. If a hard copy is submitted, it should include one (1) exact electronic copy (CD/DVD-rom or USB flash drive) of the proposal.</p> <p>Hand Deliveries / US Postal Service / Courier:  An envelope and/or package containing a bid should be clearly marked as follows, and shall be delivered to:</p> <p>Jones Lang LaSalle Brokerage, Inc.  Attn: Ellen Herman, Executive Vice President  Bid # 2020-<del>01105</del>-RE  330 Madison Avenue  New York, NY 10017</p>
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This request for proposal is in no way an offer or guarantee and Purchaser shall have no obligation to consider or act on any proposal. The parties shall only be bound to those terms which may be mutually agreed to at a later date pursuant to a written Purchase and Sale agreement signed by Developer/Seller and Purchaser.

Sincerely,

Ellen Herman

Cc: JLL team



Exhibit 1  
Base Building Definition  
**REVISED**

**Base Building Shell Condition**

The following requirements and specifications:

Defines the Building Shell Condition of the proposed building, which shall be provided by the Seller/Developer at its sole cost and expense including but not limited to, architectural and engineering design, permits, labor, material, freight, taxes, insurance, bonds, inspections, and other sundry costs. Except as otherwise expressly noted herein, the Purchaser/Occupier Improvement Allowance(s) shall not be used, allocated, charged against or drawn on for any items or related items contained in the Building Shell Condition.

With respect to base building and base building systems improvements, if any, Seller/Developer hereby solicits and shall consider design review and commentary from Purchaser/Occupier's architects and engineers. Seller/Developer shall consider Purchaser/Occupier's input for any and all building enhancements or modifications that affect the Purchaser/Occupier's use and occupancy of the building and Purchaser/Occupier's premises, including but not limited to, all wall layout, all finishes, fixtures and equipment for and in the core restrooms, the main lobby, floor elevator lobbies, and exterior improvements, such as the front entrance, canopy and exterior building signage.

Delineates the minimum building performance criteria and design and construction standards required for the building elements and systems, which affect the Purchaser/Occupier's space, use and occupancy.

All construction shall be new and shall at a minimum be designed, performed and constructed in accordance with the then current building codes, regulations and applicable laws including but not limited to, the Americans With Disabilities Act Accessibility Guidelines, and in accordance with the following specifications. In the event that a specification exceeds the minimum requirement by code, regulation or law, the higher and best use specification in the interest of the Purchaser/Occupier shall be constructed.

All materials, finishes, and construction shall be equivalent in quality and application consistent with new 1st class buildings in the primary business districts of the locale. All Seller/Developer work shall include construction rough and final cleaning.

All systems to be commissioned by a commissioning authority (CxA) in accordance with NYS directives (EO88).

DEMOLITION - INTENTIONALLY OMITTED

FOUNDATIONS

1. Foundation system – Seller/Developer to describe

## STRUCTURE

### 1. Floor Height, Slabs & Reinforcement:

- a) Slab-to-slab height adequate to allow at a minimum eight foot six inches (8'6") clear finished ceiling height Above Finished Floor (A.F.F.) on all floors.
- b) Floor flatness (FF) and floor levelness (FL) shall meet ACI specifications for the appropriate classification of concrete slabs (i.e., office). Floor leveling and flash patching provided by Seller/Developer to achieve FF and FL.
- c) Office area loading capacity minimum: 80 psf live + 20 psf dead = 100 psf total. Seller/Developer shall also provide any and all structural supports for ensuring that the existing and/or improved mechanical rooms and other building systems meet the appropriate floor loading capacity required by code.
- d) Structural reinforcement may be included to provide for Purchaser/Occupier's specialty item/use, including but not limited to such items as exterior signage, satellite dishes/antennae, moving file systems, concentrated filing areas, server room, data room, auditorium and interconnecting stairwell(s), as applicable. Provided Purchaser/Occupier provides location information to the Seller/Developer in a timely manner so that Seller/Developer can integrate requirements into the base building design modifications and contractor bidding, Seller/Developer shall consider such installations and necessary structural modifications to accommodate same.
- e) Structural reinforcement on floors and/or roof for Purchaser/Occupier supplemental HVAC equipment, including but not limited to dry coolers and fans. Each floor has a 30' x 30' bay adjacent to the core with 150-pound load capacity.
- f) If applicable, Seller/Developer agrees to consider and construct the openings for the interconnecting stair(s) which shall be defined and provided by Purchaser/Occupier to the Seller/Developer in a timely manner so that Seller/Developer can integrate requirements into the base building design modifications and contractor bidding. This modification shall be at Purchaser/Occupier's expense.
- g) If applicable, Seller/Developer will be responsible for routing all mechanical (MEP) elements necessary for placement of the interconnecting stair(s). Purchaser/Occupier shall provide information in a timely manner so that Seller/Developer can integrate requirements into the base building design modifications and contractor bidding. This modification shall be at Purchaser/Occupier's expense.

## EXTERIOR WALL

### 1. Wall assembly:

- a) Exterior finish materials repaired as required, and shall include but not be limited to, caulking/sealants. Seller/Developer shall confirm that existing exterior wall system meets applicable codes (e.g., energy and building).
- b) Thermal insulation with R value as required by current ASHRAE and other applicable codes and standards.
- c) Waterproofing.
- d) Interior side of exterior wall assembly (including sills, column enclosures) shall be insulated, drywalled, taped, spackled and readied (Level 4 finish) for painting to a minimum of 6" above Purchaser/Occupier's finished ceiling line.



Exhibit 1  
Base Building Definition  
REVISED

2. Glass & Glazing:

- a) "Low E" 1" thick minimum dual pane insulated glass with thermally broken mullion system. Seller/Developer shall confirm that existing exterior window system meets applicable codes (e.g., energy and building).
- b) Minimum five (5) foot wide by six (6) foot high vision glass typical (width may be variable subject to Purchaser/Occupier's layout design). Sill height shall not be greater than 33-1/8" inches **AFFA.F.F.**
- c) Windowsills shall be complete.
- a) Storefront with vestibule entries with factory finish mullion or butt glazing system. Main building entry shall be weatherproofed to eliminate drafts and shall include security hardware for controlled entry.

Window blinds: adjustable 1" horizontal metal mini-blinds on all exterior vision glass. Color of the window blinds to be selected by Purchaser/Occupier.

ROOF & WATERPROOFING

1. Roof:

- a) Mechanically adhered or ballasted EPDM or IRMA roofing system with minimum 60 mil thick membrane.
- b) Maximum U factor: maximum ASHRAE recommendations
- c) Minimum 20-year manufacturer's warranty.
- d) Structural reinforcement to support HVAC gear/components, rigging systems for exterior building maintenance (window washing, caulking, etc.) and Purchaser/Occupier specialty items, including but not limited to, satellite dish(es) and antennae(s), if applicable. Purchaser/Occupier to advise of special requirements.
- e) Pitch pockets and other weathertight flashing for all roof penetrations.
- f) New roof coping and flashing.
- g) Weathertight access hatch and ladder, or secure roof top access door, as applicable.
- h) Rain leaders as required with debris guards.

2. Waterproofing – repair as required.

3. Lightning Protection System

- a) New lightning protection system at roof and terraces, if any, in accordance with FM standards.

PARKING

1. All, striping, handicap signage, fire egress as required by code.
2. 800 parking spaces
3. 10 Electric Car charging stations
4. Solar powered energy efficient lighting

## VERTICAL TRANSPORTATION

1. If not in new and or first-class condition, Seller/Developer shall renovate, upgrade and modernize the elevator system including but not limited to controls, door opening operations, call buttons/lanterns, ADA, and finishes.
2. Elevators and elevator system – upgraded to comply with the following:
  - a) Quantity and design for forty-five (45) second maximum interval and 12%-13% population handling capacity. Elevators to have center opening doors.
  - b) Door restrictors to prevent opening of interior car doors between floors.
  - c) At least one elevator cab shall be constructed to serve as a freight elevator and be positioned to serve “back of the house” functions.
  - d) Electric traction type hoist system – minimum 3,500 lb. capacity.
  - e) Interior finish for cabs shall be at the quality and level for 1st class buildings in the primary business districts of the Albany, NY area. Floor of elevator cabs shall be stone.
  - f) Micro-processor based control system. Elevator call push buttons and directional lanterns.
  - g) Individual floor programmable lock-off/controlled access capability with all controls, wiring, connections and devices included.
  - h) Conditioned elevator machine room.

## INTERIOR FINISHES/ELEMENTS

Seller/Developer shall design and provide the construction of the main lobby, the floor elevator lobbies, core, core corridors and restrooms as required by the Purchaser/Occupier, and subject to Purchaser/Occupier and its advisors review and input and approval.

### 1. Main Lobby, Elevator Lobbies, Core & Core Corridors, Restrooms, Utility Rooms, Stairwells:

The following elements are common to each of the areas, unless otherwise noted:

- a) GWB partitions – slab to slab insulated.
- b) Solid core stain grade premium grade wood doors with narrow profile metal frames (fire rated as applicable) for all core doors. Stairwell doors shall have mortise hardware with electrified locksets tied into the building's security system. Restrooms shall have mortise hardware locksets.
- c) Emergency exit lighting and signage.
- d) Emergency white circuits tied into lights.
- e) Light switches and convenience electrical power outlets including but not limited to GFI outlets in wet locations.
- f) Fire detection and alarm devices, including but not limited to, heat and smoke detectors, pull stations, audio/visual alarms and strobes, speakers, and smoke/fire dampers, including all interconnections to the building fire alarm and control system.
- g) Separate HVAC zone for the main building lobby with all ductwork (including air transfer ducts), dampers, diffusers and controls as required. All other elevator lobbies shall be served from the main building HVAC system with dedicated VAV's and related ductwork, diffusers and controls.
- h) Fully sprinklered with recessed heads (concealed/flush mounted with cover plates) located in center of tile or aligned in GWB ceiling systems.
- i) Fire extinguishers and cabinets.
- j) Fire hose bib & valve cabinets.

2. Typical Elevator Lobbies:

- a) Stone (e.g., granite or marble)
- b) Specialty finish on walls and wall base (stone, millwork, fabric panels, reveals, feature panels)
- c) Elevator doors and door jambs clad with painted metal (Factory Finished). -Elevator openings shall be complete with bronze thresholds.
- d) Specialty lighting (wall washers, pendants, sconces, indirect cove, etc.).
- e) Gypsum board ceilings (cove, recessed or vaulted) with bulkheads or soffits.
- f) Elevator call buttons and directional lanterns.

1-3. Core & Core Corridors:

- a) LVT flooring
- b) Lay-in acoustical tile ceilings.
- c) Lighting – 2' x 2' LED fixtures, downlights, cove up lights and wallwashers.
- d) Fabric/vinyl wallcovering or specialty paint (Polymix).
- e) Hi/Lo electric water coolers and ADA compliant filtered water fill stations compatible for bottle filling. Water fill stations shall be hard plumbed to include filtered, chilled water.

2-4. Restrooms:

- a) Ceramic tile flooring.
- b) Approximately six (6) foot high tile on all wet walls.
- c) Vinyl wallcovering or Polymix on walls above stone tile.
- d) Painted gypsum wallboard ceiling with GWB soffits/bulkheads.
- e) Wall hung toilet fixtures with automatic flush sensors and valves. Manufacturer requires approval by Purchaser.
- f) Underhung lavatories with lever trim in monolithic stone countertops with automatic dispensing (water and soap) fixtures.
- g) Electric water heater(s) as required to provide hot water to restrooms.
- h) All toilet accessories to include but not be limited to, mirrors, dispensers, receptacles, touchless Dyson Blade dryers and handicap accessibility/support mechanisms.
- i) Ceiling mounted toilet partitions, metal with baked enamel finish or epoxy resin and no gaps permitted between partitions or walls.
- j) Supply air ductwork and diffuser (no separate thermostat) provided in addition to exhaust system.
- k) Floor drain with backflow check valve in each toilet room.

3-5. Mechanical / Telephone / Electrical Rooms:

- a) Sealed concrete floor.
- b) No ceiling.
- c) Painted walls on CMU or drywall walls (properly rated).
- d) Fire rate plywood backboards for telephone equipment as required by Purchaser/Occupier, painted black
- e) Supply air tapped from corridor ductwork with diffuser and exhaust for telephone/electrical rooms.
- f) Floor drains with backflow check valves and overflow curbs in mechanical rooms.

**4.6.** Janitor Closets:

- a) Sealed concrete floor or vinyl composition tile flooring.
- b) Acrovyn wall panels or semi-gloss paint on all "wet" walls.
- c) Utility sink/basin.
- d) Open ceiling.
- e) LED lighting.
- f) Floor Drain

**5.7.** Stairwells:

- a) CMU or rated drywall assembly (shaftwall).
- b) Painted– treads, risers and landings
- c) Stairwell railings with painted finish.
- d) Painted walls.
- e) LED lighting with emergency white and emergency exit lighting.
- f) Seller/Developer shall allow Purchaser/Occupier, at Purchaser/Occupier's option, to upgrade finishes and treatments in fire egress stairwells beyond the provisions above.

**6.8.** Purchaser/Occupier Areas:

- a) Base Building systems shall be installed to allow for installation of an average finished ceiling height eight foot ~~ten six~~ inches (8' ~~10 6~~") A.F.F. throughout with sufficient clearance for installation of supply/return air boots and building standard lighting fixtures at any location.
- b) All interior columns drywalled, taped, spackled and readied for painting to 6" above finished ceiling line. Column depth furred-out to accommodate Purchaser/Occupier's devices, including but not limited to, flush mounted telephone, data and electrical outlets and fire alarm audio/visual devices.
- c) Seller to specify work letter for Purchaser/Occupier fit-out of space program provided in solicitation.
- d) Carpet tile with a composition of at least 50% pre-consumer recycled content and must be 100% recyclable at end of life.

**SPECIALTIES AND EQUIPMENT**

**1. Security System:**

- a) Controlled entry system compatible with System-Galaxy proximity card reader system. base building, elevator, fire egress stairwells and specific floor access shall require the use of a single access control device by the Purchaser/Occupier.
- b) Security access control devices (e.g., proximity readers) for all fire stairwell doors on Purchaser/Occupier's floors – controlled and tied into electrified mortise locksets or magnetic locks as required.
- c) Surveillance cameras at each entrance, parking lots and other locations as per Purchaser/Occupier design. For bidding purposes, Developer/Seller to assume 30 camera locations.
- e)d) Elevator cabs shall have individual floor lock-off capability – fully installed and operational.
- e)e) Central computer or dedicated tie to 24-hour service.

2. Signage and placards for all "core" rooms including but not limited to, restrooms, utility rooms, suite numbering, stairwells, and all directional and instructional signs.
3. Directory signage in the main building lobby.
4. All utility connections and fees charged by governmental, quasi-governmental and public utility companies.
5. All utility consumption costs during the course of constructing Purchaser/Occupier improvements.
6. Window washing anchors/devices on roof, as required.
7. Bird anti-roosting system as required.
8. Fall protective tie off rings. These rings shall be located within 4 feet of all rooftop equipment located within 10 feet of the edge of the roof or as required by law.

#### PLUMBING

1. Piping:
  - a) Below grade sanitary and storm: -Cast iron with bell and spigot couplings or PVC.
  - b) Above grade sanitary and storm:- Cast iron with no-hub couplings per CISPI 310.
  - c) All domestic water supply piping for base building requirements and taps for Purchaser/Occupier's requirements. -Domestic water pressure booster pump, if required.
  - d) Piping insulation per ASHRAE 90.1.
  - e) Loop isolation valves per floor for domestic water supply.
2. Fixtures:
  - a) Comply with current Energy Policy Act.
  - b) Wall hung water closets and urinals hands-free automatic flush sensors and valves.
  - c) Underhung, oval lavatories with hands-free automatic dispensing sensors.
  - d) Central Domestic Chilled Water System ~~PLEASE CLARIFY CHILLED DRINKING WATER SYSTEM~~ Details to follow.
    - a. Water Fountain/Bottle Filling Stations must be Elkay or equivalent.
    - b. All fixtures, flushers and dispensers must be touchless.
  - e) Meters as required by code or utility authorities.
  - f) Drinking water must be provided by a municipality that meets or exceeds the requirements under the Safe Drinking Water Act (SDWA) and has documented relatively low levels of contaminants.
3. A minimum of three (3) wet stacks per floor, with valves and connections to domestic water supply, waste & vent lines.

#### FIRE PROTECTION

1. Design:





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- a) In accordance with NFPA and local authority; including fire standpipe supply risers and drains, fire pump, and all appropriate sprinkler flow and tamper alarm devices interconnected to the building fire alarm system.

2. Sprinkler Heads:

- a) Sprinkler system shall be sized to meet Ordinary Hazard classification.
- b) Common/Core areas: Fully sprinklered with recessed heads (concealed/flush mounted with cover plates) located in center of tile or aligned in GWB or other ceiling system.
- c) Purchaser/Occupier areas: Fully sprinklered on a ratio of one (1) per 225 square feet. Sprinkler heads shall be installed in a loft condition. Purchaser/Occupier shall provide timely input to the base building sprinkler shop drawings.
- d) Provide separate fire hose bibs, valves, and hoses with enclosures, as required.
- e) Provide external Siamese hose bib connections, as required.

3. Fire Proofing:

- a) Fireproof structural steel supports and vertical penetrations as required by code.

4. Stairwell Pressurization:

- a) Stairwell pressurization system as required by code. Seal stairwells including but not limited to providing seals around stairwell doors.

H.V.A.C.

1. System Performance:

- a) Outdoor Conditions: ~~per~~ ASHRAE guidelines 90 and 62 (1% outdoor criteria).
- b) Indoor Conditions:
  1. Winter: 72 degrees DB
  2. Summer: 75 degrees DB, 50% relative humidity
- c) Internal heat gain based:
  1. 1 person per 150 ~~s.f.~~SF
  2. Lighting load at 2 watts / ~~s.f.~~SF
  3. Equipment load of 3 watts / ~~s.f.~~SF
- d) NC 40 in all office spaces. Provide sound attenuators, soundlining, reduced air velocity as required. Sound attenuate mechanical rooms to NC 40 for Purchaser/Occupier spaces immediately adjacent to mechanical rooms.
- e) Fresh air/ventilation minimum per ASHRAE 62-1989 or more current standard: including but not limited to, 20 cfm/person for office areas, and 50 cfm/person for conference areas. Purchaser/Occupier shall provide conference area/rooms location information to the Seller/Developer in a timely manner so that Seller/Developer can integrate requirements into the base building design modifications and contractor bidding. System must have ability to adjust fresh air to a much as 100 percent on demand.
- f) Separate, ducted fan exhaust systems (fans, motors, duct, louvers, controls) for parking garage, toilet rooms, and telephone and electrical rooms. Building is equipped with a kitchen exhaust shaft.
- g) Air filtration must be MERV-13 or higher.
- g) Separate cooling loop on each floor (Two (2) 2-1/2" (condenser water as the building design dictates) for Purchaser/Occupier's supplemental air conditioning system requirements. Separate loop shall be capable of providing 24 hours x 7 days per week x



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365 days per year operation including all necessary taps, isolation valves, strainers, and drains. Seller/Developer shall consider providing roof or other reasonable space and access for Purchaser/Occupier's added cooling equipment. Supplemental cooling to be installed in data closets, server room and medium and large conference rooms.

h) Seller/Developer shall provide a complete HVAC system to accommodate the Purchaser/Occupier's requirements and intended use of the Demised Premises.

2. Ductwork:

- a) All ductwork in accordance with SMACNA, latest edition.
- b) All supply ductwork up to and including VAV terminals.
- c) All return ductwork, transfers and grilles as required.
- d) All perimeter HVAC equipment downstream of VAV terminals along exterior of building provided by Purchaser/Occupier.
- e) Minimum 4" static construction for ductwork from air handling equipment to VAV terminals.
- f) Return and exhaust ductwork.
- g) Sound lining/duct insulation for twenty-five (25) feet beyond supply fans. Baffles attached to VAV terminals in sensitive areas, as required by Purchaser/Occupier.
- h) Vibration isolation curbs or dunnage for all roof mounted base building HVAC equipment.
- i) Dampers, plenum boxes, return air transfer ducts, O.A. grilles, fire dampers and smoke duct detectors as required for base building, core, lobby and core corridor construction.
- j) Sound attenuated Z offset return air transfer ducts at core, lobby, and slab to slab walls.

3. Insulation:

- a) 1-1/2" minimum blanket insulation for all supply ductwork up to VAV terminals for floors immediate below a roof.
- b) Flex duct shall be insulated.
- c) No insulation on return or exhaust ductwork except as required to attenuate noise.

4. VAV terminals:

- a) Fan powered series type.
- b) Reheat on perimeter, cooling only interior. All perimeter VAV boxes are equipped with reheat capabilities.
- c) Minimum one fan powered VAV per column bay for perimeter zones in office areas (considered to be within 12 feet of perimeter wall). -Minimum one VAV per 1,000 s.f.SF for interior zones for offices and general office use.- Total quantity of VAV terminals shall be no less than 1 per 700 rentable square feet for the Premises.

5. Diffusers/Return Air Grilles:

- a) Included in elevator floor lobbies, core corridors, core areas.
- b) Quantity and type (multi-directional air flow) as required for proper air distribution.
- c) Flex duct shall not be greater than eight foot (8') in length and no stovepipe extensions from branch duct are allowed.

6. Direct Digital Automatic Temperature Control (DDC) / Building Energy Management System, including:

- a) Thermostats/sensors with control wiring for each VAV terminal installed and calibrated in partitions according to Purchaser/Occupier's final approved construction documents.

Exhibit 1  
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- b) DDC control and status of all equipment.
- c) Certified air & water balance for entire base building/core HVAC system.
- d) Tie-ins of all Seller/Developer provided devices to the base building BAS/EMS system. ~~For Purchaser/Occupier's supplemental devices (excluding VAV's) Purchaser/Occupier and Seller/Developer shall agree upon a reasonable competitive market unit price for tie-in charges in advance if Purchaser/Occupier is required to use Seller/Developer's contractor for tie-ins.~~

7. Motors/Pumps:

- a) Variable speed/frequency drives on motors, fans and pumps for energy efficiency.

ELECTRICAL

1. Distribution:

- a) Typical floor electrical closets:
  - 1. A minimum of six (6) watts per square foot available in electrical closet for Purchaser/Occupier lighting (2 watts/psf) and power (4 watts/sfSF).
  - 2. A minimum of one (1) electrical closet per floor. 480/277v lighting panelboards, fully populated with circuit breakers (specified circuits and spares).
  - 3. 120/208v receptacle panelboards, fully populated with circuit breakers (specified circuits and spares).
  - 4. Separate 120/208v panelboard(s) for isolated ground and computer workstation/peripheral equipment circuits, fully populated with circuit breakers (specified circuits and spares). Feeder wiring for IG panelboards shall include a 200% neutral conductor. Isolated ground panels not standard to base building construction
  - 5. K rated isolation transformers for receptacle loads in each closet. K rated transformers not standard to base building construction
  - 6. Emergency power panelboards, circuits, risers and connections for lights, security, and fire alarm system.
- b) Mechanical system electrical loads, including VAV's and heaters, separated from lighting and receptacle loads.
- c) Feeder upgrades, TVSS or other required over-current protective devices to meet design capacity and as required by code.
- d) Underslab insulation for space immediately above non-conditioned space
- e) Purchaser's server room requirement shall be addressed at a later date.

2. Emergency white circuits/lighting and emergency exit lights as required in all spaces.

3. All light fixtures shall be LED unless code requires otherwise (functional, decorative) and shall be included for all elevator lobbies, restrooms, core and core corridor areas, and exterior of building as applicable.

4. Lighting in all office areas will be a combination of direct & indirect light. Lighting in work areas and conference rooms will be dimmable. All lighting will meet applicable energy and electrical codes. Motion detection switches shall be installed wherever possible.

5. Fire Alarm Supervision, Detection & Annunciation System.

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- a) A complete system as required for type of building construction and in accordance with code. Complete addressable detection and alarm system shall include, but not be limited to, fire alarm control panel, fire annunciator panel, fire alarm terminal cabinets & risers, power boost signal amplification modules, voltage transformers and interconnections to all key devices or equipment, including but not limited to, such items as elevator recall, sprinkler flow and tamper switches, emergency generator, fire pump, HVAC equipment, smoke evacuation system and monitoring devices and service. Fire annunciator panel and graphics to incorporate any zones or graphics required to indicate or annunciate Purchaser/Occupier's use of the Premises, in accordance with code.
  - b) Include all required speakers, smoke detectors, duct detectors, heat detectors, pull stations, strobe lights, audible devices and other devices in the parking garage, elevator lobbies, elevator shafts, entrance foyers, common areas, restrooms, core and core corridor areas. System capacity (amplification, inputs, etc.) shall be adequate for addition of Purchaser/Occupier area devices without system supplementation or upgrade.
  - c) Tie-ins of all Seller/Developer provided base building fire alarm detection and notification/annunciation devices to the base building fire alarm/control system. For fire alarm devices in Purchaser/Occupier's Demised Premises, Purchaser/Occupier and Seller/Developer shall agree upon a reasonable competitive market unit price for tie-in charges in advance, if Purchaser/Occupier is required to use Seller/Developer's contractor for tie-ins.
6. Emergency generator set for base building emergency systems at a minimum of 1200 KW. Seller/Developer shall also up-size the generator set to allow for Purchaser/Occupier's connection to and interoperability for emergency back-up systems for Purchaser/Occupier's computer systems, if required. Purchaser/Occupier's connections shall be through an Automatic Transfer Switch. The reasonable cost of up-sizing the generator set and providing Purchaser/Occupier with an ATS shall be paid by the Purchaser/Occupier. Building shall have a generator capable to providing 100% of the power required to operate the building as built, plus an additional 1600 amps required for the server environment (not included in seller's requirements).
7. Communications/Data **Byby** Purchaser/Occupier:
- a) ~~a)~~ Four (4) 4" conduits from rooftop to Purchaser/Occupier's communications room for satellite dishes and antenna. Four (4) 4" conduits from main telephone room (Demarc) to Purchaser/Occupier's main telephone/LAN room.
  - b) Four (4) 4" sleeves through each floor of the building in base building core telephone closets.
  - c) Backboards as required.