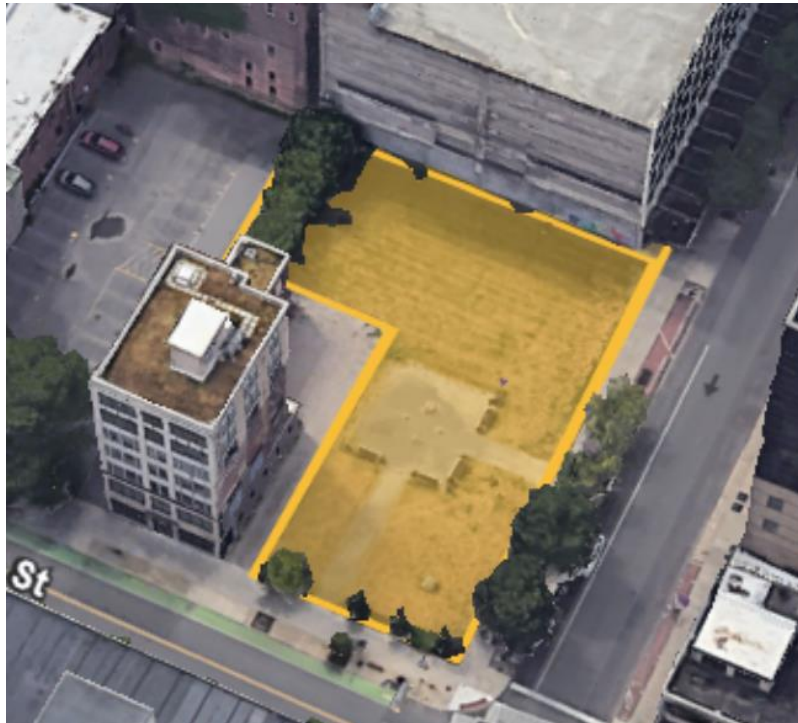


**City of Syracuse Industrial  
Development Agency**

**Request for Proposals (RFP)**

Development Proposals for Publicly-Owned Land in Downtown Syracuse located at:  
305 S. Warren Street & West Fayette Street  
309 S. Warren Street  
315-21 S. Warren Street



**May 2024**

**RFP # 24-001**

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## 1.0 INTRODUCTION

### 1.1 Introduction to the Agency

The City of Syracuse Industrial Development Agency (“*the Agency*”) is soliciting proposals from qualified persons for the acquisition and redevelopment of a site owned by the Agency located on three tax parcels at 305 South Warren and East Fayette Street, 309 South Warren Street, and 315-21 South Warren Street, City of Syracuse, New York (collectively the “*Site*”), as more fully described below under Section 1.3. The Agency is seeking proposals that demonstrate a redevelopment plan that will advance the goals of the Agency and the City of Syracuse (the “*City*”) for the Site including 1) establishing and maintaining creative use(s) for the Site, 2) returning the Site to private ownership and increasing the tax base, 3) creating job opportunities for City residents, 4) preserving a portion of the Site for green space and/or public, dog-friendly recreational use, and 5) establishing uses and ground level activity that will contribute to visitor and resident offerings Downtown. The particular mix of uses and proportions attributed to each are being left solely to the knowledge and creativity of prospective proposers.

The Agency is an industrial development agency and public benefit corporation created, pursuant to and in accordance with the provisions of the Title I of Article 18-A of the General Municipal Law of the State of New York (the “*State*”) by Chapter 641 of the Laws of 1979 of the State, as amended, for the benefit of the City. The Agency is empowered, among other things, to acquire, construct, reconstruct, lease, improve, maintain, equip and dispose of land and any building or other improvement, and all real and personal properties, suitable for manufacturing, warehousing, research, commercial, or industrial purposes, in order to advance the job opportunities, health, general prosperity and economic welfare of the people of the State and to improve their standard of living.

With respect to this RFP, the Agency is subject to, among other things, Article 18 of the State General Municipal Law regarding conflicts of interest, Article 9 of the State Public Authorities Law including Sections 2895-2897 regarding disposition of property and the State Public Officers Law including Article 6 Freedom of Information Law (FOIL) and Article 7 Open Meetings Law. The Agency has posted its procurement and property disposition policies and Code of Ethics on its website at <https://www.syr.gov/Boards-and-Commissions/SIDA/SIDA-Policies>

### 1.2 Site History and Context

The Site is located within Downtown Syracuse. The Site previously housed three commercial buildings that had fallen into disrepair and were demolished. In 2008-09, the Agency acquired title to the Site and invested in improvements to the Site to create a temporary recreational space including new lighting, benches, and pathways. The vacant land was renamed in 2011 to M. Lemp Park, honoring the longstanding M. Lemp Jewelers which still operates today immediately across the street from the Site at 300 South Warren Street, and has been an anchor within Downtown Syracuse for more than 100 years. The Site is situated near the Syracuse Tech Garden and in an area of new and growing start-up commercial and technology businesses. The Syracuse Tech Garden is undergoing a \$25 Million vertical expansion, and is home to fast growing companies including TCGplayer.com, Ephesus Lighting, Impel AI, and Sidearm Sports.

Respondents should assume that the Site will be disposed of "AS IS" and "WHERE IS" without representation, warranty, or guaranty as to quantity, quality, title, character, environmental or any other condition, size, or kind, or that the same is in condition or fit to be used for the Respondent's purpose or any purpose.

### *1.3 Site Description and Summary Parcel Data*

The Site is described below:

**Size / Parcel Dimensions:** 0.36 acres / 132.6 feet x 101.67 feet

**Tax ID:** 305 South Warren & Fayette Street: 102.-01-15.1 (0.09 acres)

309 South Warren Street: 102.-01-14.1 (0.07 acres)

315-21 South Warren Street: 102.-01-13.1 (0.20 acres)

**Zoning District:** MX-5 – see Section 3.2)

**Current Use:** Vacant Land / Pocket Park – Property Classification 330

**Census Tract:** 32

**Opportunity Zone and Empowerment Zone:** Yes.

**Historic District:** The Site is located within the South Salina Street Downtown Historic District (Expansion) which is listed in the National Register of Historic Places. The Site is considered a non-contributing property within the historic district. The Site is also within close proximity to the Montgomery Street-Columbus Circle Historic District.

**Walkable Locations:** City Hall, Everson Museum, County Court and offices, Convention Center, local restaurants and businesses.

**Pedestrian and Vehicular Traffic:** The Site is located in a corner with a daily pedestrian count of approximately 1,414 individuals that walk by each day (SMTTC, 2017) and an average of 3,960 vehicles (NYSDOT, 2018) that drive through this high-traffic intersection within Downtown Syracuse.

**Utilities:** Currently served and has direct connection access by all major utilities and infrastructure facilities, including water, sewer, electric, and telecommunications.

**Parking;** Properties located in a MX-5 Zoning District, and do not have any minimum parking requirements.

**Public Transit Access:** The Site is located two blocks from the Centro Transit Hub located at 599 South Salina Street, with multiple bus stops on surrounding streets.

#### *1.4 Downtown Syracuse:*

Based on information provided by the Downtown Committee of Syracuse, Inc. Downtown Syracuse experienced more than \$1 billion in capital improvements between 2010 and 2023 – including residential and commercial projects, infrastructure, and cultural amenities. In 2024, 13 projects totaling \$129 million in capital expenditures [are expected to be completed to further enhance services and living standards for the Downtown community -- including a new childcare center, Downtown's first doggy daycare, and more than 120 new rental housing units. An additional 400 rental housing units are planned or underway, poised Downtown's population to exceed 5,000 residents by the end of 2025. Additionally, multiple businesses have opened or relocated in recent years to Downtown. With an approximately \$1 Billion in total commercial, office and residential development expected to be complete by 2030, Downtown Syracuse is in the midst of a renaissance.

Downtown is the fastest growing residential rental market in the City, based upon data from the U.S. Census Bureau. Downtown Syracuse is part of a Business Improvement District (BID) which is operated by the [Downtown Committee of Syracuse, Inc.](#) For more information on Downtown Syracuse and the recent/ongoing progress, please contact the Downtown Committee at [mail@downtownsyracuse.com](mailto:mail@downtownsyracuse.com) or by phone at 315-422-8284. More information about Downtown Syracuse, including mapping, parking, and other detailed guides can be found at <https://downtownsyracuse.com/downtown-guides>.

#### *1.5 Respondent Eligibility Requirements*

Respondent development teams seeking to submit a proposal for acquisition and redevelopment of the Site should demonstrate experience in New York State with undertaking and successfully completing development projects involving, but not limited to, vacant land redevelopment in an urban core, new construction within historically sensitive areas, and mixed use development. Respondents are encouraged to explain how past experiences and relationships have enabled them to successfully undertake complex development efforts including predevelopment, development, lease up and occupancy. Additionally, teams with a demonstrated history of leveraging local, state, and federal money for development will be considered favorably. This includes Historic Tax Credits (HTC), New Markets Tax Credits (NMTC), and Low Income Housing Tax Credits (LIHTC), and experience with the Federal Opportunity Zone Program.

#### *1.6 Relationship between the Agency and the Designated Developer.*

The Respondent selected by the Agency ("*Designated Developer*") will enter into a Purchase and Sale Agreement with the Agency and a Development Agreement pursuant to which the Designated Developer will covenant to acquire and develop the Site in accordance with the Development Plan in its proposal. The submission of a proposal shall constitute an agreement by the submitting Respondent to enter into both the Purchase and Sale Agreement [and Development Agreement]. Except as provided below, in the event that the Designated Developer with respect to the Site fails to promptly enter into the Purchase and Sale Agreement, the Agency may terminate the selection of the Designated Developer. Failure by the Agency for any reason to execute a Purchase and Sale Agreement and a Development Agreement with a Designated Developer will not create any liability on the part of the Agency, or any of its members, directors, officers, employees, agents, consultants or contractors.

The Designated Developer is required, at its own expense, to: (1) obtain from all appropriate government authorities all construction and ancillary approvals for the development of the Site including, but not limited to, all site plan approvals, resubdivision, technical design/documentation for SEQRA, and building permits and approvals; and (2) comply with all applicable federal, state, and local laws and regulations.

### *1.7 RFP Tentative Schedule and Delivery Information*

May 9, 2024 | RFP Released

June 5, 2024 at 5:00 PM | RFP Submissions Due to the Agency

June 2024 | Review of Proposals and Interviews (If applicable)

June/July 2024 | Staff Recommendation to Board of Directors

June/July 2024 | Board of Directors Approval of Designated Developer, Purchase Price and Development Plan

Copies of the proposal must be received prior via email to **12:00 PM on Friday, June 14, 2024** at the following address:

Eric Ennis, Executive Director  
[EEnnis@syr.gov](mailto:EEnnis@syr.gov)  
City of Syracuse Industrial Development Agency  
300 South State Street, Suite 700  
Syracuse, New York 13202

### **IMPORTANT:**

Proposal packages must be clearly marked on the exterior showing the proposal name and reference number **RFP #24-001**. Submissions received after **12:00 PM on Friday, June 14** will not be accepted.

## **2.0 TERMS OF SALE**

### *2.1 Process Description*

The Agency staff and Board of Directors will review proposal submissions, using the evaluation criteria included in Section 5.0, and select a Respondent based upon the development proposal viewed most favorably. The purchase offer and development proposal must be approved by the Agency's Board of Directors. Upon approval, the Agency's legal counsel will prepare a Purchase and Sale Agreement and Development Agreement with the Agency's customary terms. Prior to execution and delivery of the Purchase and Sale Agreement, the Agency's Executive Director will serve as the initial point of contact on all matters related to the sale and new development.

## 2.2 Project Milestones

- a. Proposals will be reviewed and considered by the Agency staff and Board of Directors. Upon review and consideration, the Board of Directors will select a preferred Respondent and authorize the execution of a Purchase and Sale Agreement and Development Agreement for the Site.
- b. Within twenty (20) days of receipt of the Purchase and Sale Agreement and Development Agreement, the Designated Developer will execute the Purchase and Sale Agreement and Development Agreement upon which the Designated Developer will be authorized to initiate a 90-day due diligence review of the Site.
- c. Within thirty (30) days of execution a Purchase and Sale Agreement and Development Agreement, the Designated Developer will be required to hold a pre-development meeting with City staff to present design plans and gather feedback from zoning and permit review staff.
- d. Upon receipt of comments and feedback from staff following the predevelopment meeting, the Designated Developer will have an additional sixty (60) days from the later of expiration of the diligence period or comment receipt date to formally submit zoning and/or permit applications to the City.
- e. Within six (6) months of the date of the expiration of the diligence period , the Designated Developer must provide to the Executive Director of the Agency evidence of a binding commitment for financing from a reputable lender reasonably satisfactory to the Agency, in an amount sufficient together with verified equity and other funds to acquire the Site and develop and complete the project and subject only to commercially customary contingencies reasonably acceptable to the Agency.
- f. Construction of the Site is required to begin within twelve (12) months from the date of the expiration of the diligence period, unless an extension is granted by the Agency prior to reaching the construction commencement date.

Failure to meet these milestones may result in termination of the Purchase and Sale Agreement and Development Agreement, and/or recapture of title the Site by the Agency free and clear of any interests or title exceptions arising after the conveyance to the Designated Developer.

## 2.3 Closed Bid / Purchase Price

Each Respondent will propose the sale price for the Site in its proposal submission. The proposed sale price will be taken into consideration in the Selection process.

## 2.4 Sale Price Considerations

The proposed sale price should comply with the Agency's Property Disposition Policy and generally be equivalent to fair market value for the Site subject to considerations and circumstances which are consistent with the Property Disposition Policy.

## 3.0 DEVELOPMENT OBJECTIVES AND MUNICIPAL REQUIREMENTS

### 3.1 Development and Zoning Parameters

Development of the Site will primarily be guided by both the City's vision: *"The City of Syracuse will be a growing city that embraces diversity and creates opportunity for all"* and

the Agency's purposes of, among other things, promoting, developing, and assisting in the acquisition, construction, improvement and equipping of commercial facilities for the advancement of job opportunities, health, and standard of living, general prosperity and economic welfare of the people of the State of New York.

Respondents should also be familiar with and demonstrate knowledge of the Agency's policies and [the Syracuse Comprehensive Plan 2040](#) (adopted in 2014), which emphasizes revitalizing neighborhood business corridors, rehabilitating and constructing quality housing, and creating "complete streets" that enable all modes of transportation to move people safely and efficiently around the City.

Proposers should also familiarize themselves with goals of the [City's Land Use and Development Plan \(LUP\)](#), a component of the City's adopted Comprehensive Plan 2040. The ideal proposal will include creative ideas to address the residential, commercial, environmental and recreational needs of the neighborhood surrounding the Site that fit within the guidelines set forth in this RFP.

### *3.2 New City of Syracuse Zoning Ordinance*

In July 2023, the City implemented a complete overhaul of its land use planning and zoning ordinance. This has comprehensively revised and updated the City's Zoning Ordinance and Map to facilitate the implementation of the LUP. The five overarching goals of the LUP and new zoning ordinance are the following:

- Preserve and enhance Syracuse's existing land use patterns
- Protect and enhance the character and 'sense of place' of the City's neighborhoods
- Ensure high quality, attractive design throughout the City
- Promote environmentally sustainable land use patterns, transportation options, and site plans, and
- Ensure that development regulations and review processes are efficient, predictable, and transparent

Respondents should review the new City Zoning Ordinance prior to submitting a proposal, including various modules of the document and the latest draft zoning map presented on the City's website, at: <https://www.syr.gov/Departments/Zoning-Administration>

### *3.3 Mixed-Use and Mixed-Income Projects*

If the proposed redevelopment of the Site includes any residential use, the Site must comply with the City of Syracuse Zoning Ordinance, which requires up to 12% of the total number of units to include affordability thresholds reserved for households earning up to eighty percent (80%) of area median income (AMI) published by HUD.

### *3.4 Sustainability and Green Development Practices and Technology*

The proposal must include any green building practices and sustainable initiatives as part of the development. This includes but is not limited to: LEED certification building practices and alternative energy sources including solar, wind, and hydro-electric systems.



### *3.5 MWBE Utilization*

It is the preference of the Agency that each Respondent commit to use its best efforts to provide, opportunities for the purchase of equipment, goods and services from: (i) business enterprises located in the City; (ii) certified minority and/or woman-owned business enterprises; and, (iii) business enterprises that employ residents of the City.

### *3.6 Syracuse Build*

The selected development entity will be encouraged to participate in the City workforce initiative known as “Syracuse Build”. The program is designed to encourage general contractors and subcontractors to identify and facilitate opportunities for individuals to participate in training, apprenticeships, and employment in trades and construction-related job sites within the City.

### *3.7 Local Access Policy*

All Respondents shall commit to use local labor, contractors and suppliers for the construction, renovation and equipping of the Site. The term “local” shall mean Cayuga, Cortland, Madison, Oneida, Onondaga, and Oswego Counties.

### *3.8 Environmental Remediation*

To date, no investigation of the environmental condition of the Site has been completed by the Agency or the City. Similar to other urban areas in the Northeast, some Downtown properties have evidence of historic industrial, gas station, dry cleaning and similar uses and possible associated contamination. The Respondents should demonstrate experience in dealing with these types of properties, commonly referred to as “Brownfields”. The Designated Developer will at its expense be obligated to remediate any contamination discovered with respect to the Site.

### *3.9 Project Design and Other Considerations*

To ensure compatibility with the character of the Site and surrounding neighborhood, the proposed development must conform to the following guidelines:

- a. A Strong Presence on the Street.** Any new construction of the Site will be designed for maximum lot coverage. Consideration should be given to first-floor detailing that incorporates a higher percentage of interior-exterior visual connections (i.e. windows and secondary entries) than opaque wall treatment.
- b. Compatibility with Adjacent Historic Properties.** The new construction will complement the massing, size, scale, and materials of the properties, rather than sharply contrast with the principal building forms (rectilinear) and materials found within the surrounding historic district. Masonry (e.g., brick limestone, granite) should be the predominant exterior building material. Traditional solid-to-void ratios and window proportions, as exhibited in the majority of historic properties within the district, will be incorporated on all building elevations. Projecting and/or recessed bays, architectural details at the roof edge, first floor and/or entries, and windows in pairs or groups, with sufficient relief (i.e., depth of no less than two inches) also should be considered.

**c. Greenspace and Informal Dog Park Mitigation.**

As the Site currently serves as a recreational space and an informal use for dog owners, the Agency will require any Respondent to outline and address any approach that will be used to mitigate and/or offset the loss of these uses as part of any new development on the existing Site.

**d. Parking.** The proposed new development should minimize, or avoid altogether any open-lot, at-grade parking, especially fronting South Warren Street. Access from these streets will be held to a minimum in terms of number of curb cuts, and overall width and number of lanes in order to reflect an appropriate plan for parking access in an urban setting.

## **4.0 SUBMITTAL REQUIREMENTS**

### *4.1 Proposals*

The following are the requirements for all proposal submissions. The Agency reserves the right, in its sole discretion, to reject any proposal that is deemed incomplete or unresponsive to the RFP requirements. The Agency also reserves the right, in its sole discretion, to reject any and all proposals for any reason or for no reason, and to proceed (or not proceed) with the sale and development of the Site (either by itself or in conjunction with one or more third-party) without completing this RFP process.

In evaluating the capabilities of the Respondent, the Agency may use any and all information available (including information not provided by the Respondent). Proposals should clearly and concisely state the unique capabilities, experience, and advantages of the Respondent, and demonstrate the Respondent's capability to satisfy the requirements and objectives set forth in this RFP. The Agency further reserves the right to ask additional written or oral clarifying questions to all Respondents or to a subset of Respondents. The initial Proposals should be no longer than 30 pages of text (not including appendices if the information deemed necessary to include with the proposal).

Each complete proposal must contain the following elements:

#### Executive Summary

- A summary of the Respondent team;
- A summary of the Respondent's or development team's ability to undertake the acquisition and redevelopment of the Site;
- A short description of the proposed development plan including gross square footage and proposed uses;
- A description of the proposed ownership/management structure for the Site and completed redevelopment;
- Estimated construction budget;
- Proposed financial offer for the purchase of the Site; and
- Proposed time to complete the construction (in months).

#### Development Plan

- Narrative description of development concept plans;
- Narrative description of building program options (diagrams) with uses, proposed tenants, square footages, density and income mixes (if applicable);

- Narrative description of general land uses, open spaces and community spaces;
- Narrative description of use of public amenities such as transportation, community resources, utility services, and green space;
- A description of how the proposed project will meet (or not) the requirements set forth in this RFP including without limitation Development Objectives and Minimum Requirements set forth in Section 4.0; and
- A description of any green, sustainable or resilient building practices that will be incorporated into the project during construction and operation of the proposed project.

### Project Design

The Respondent's submission must also provide the following:

- At a minimum, a set of electronic drawings, showing the proposed project and a set of concept, ground-level renderings of the proposed project showing the principal elevations and massing, floor plans for each use, streetscape and landscape plans, entry feature and signage; and
- A description of the proposed exterior materials and other relevant specifications.

### Development Schedule

Respondent must submit a development schedule (subdivided into phases, if necessary), identifying the estimated length of time to reach key milestones, including: commencement and completion of design; financing; commencement and completion of construction; lease to potential tenants; and achieve operational stabilization for each component of the development proposal. Any contingencies that may affect this timeline should be identified.

### Purchase Offer Terms

Respondents must submit offers to purchase the Site, expressed in a fixed dollar amount, to be paid at closing. Transfer of title will be by quit-claim deed (without any representations or warranties from the Agency) at the closing.

### Financial Plan

- Proposed Program/Uses: Gross square foot estimates of proposed uses including retail, office, hotel and/or residential;
- Key Financial Assumptions: Assumptions related to the future operation of the project including rentable space, operating expenses, capital expenses, taxes and recoveries;
- Sources Funding: Construction sources including equity and financing sources;
- Uses of Funding: Construction budget and uses of funds including all soft costs, hard costs and financing fees;
- Annual Base Rent: Estimated annual per square foot rent for a 10-year operation period post-construction including any anticipated escalation; and

- Pro Forma: Cash flows for the development and project operation, including details of any as-of-right or as necessary to fill gaps discretionary real estate tax, other tax, energy or other governmental benefits assumed in the model. This data should extend out to 10 years of operations and include all anticipated capital investments and reserves over time.

### Development Team Profile

Identification and qualifications of each member of the development team, including all persons or entities that will design, develop, or operate the proposed project, as well as the attorney, architect, engineer, general contractor and other professionals, as appropriate, including leasing and management, who will be involved with the proposed project including:

- A description of similar projects undertaken by the members of the Respondent's team, particularly mixed use, urban development projects (including a statement of the dollar value of such projects, the Respondent's project manager's name and key partners, where applicable);
- A summary of the availability of each of the principal members of each firm and their availability for commitment to the proposed project;
- Documentation addressing whether any participating team members or their affiliates have been involved in litigation or legal dispute regarding a real estate venture or a governmental entity, terminated under a contract or debarred during the past five years;
- Background information of the owner or tenant entity, including resumes describing the relevant experience of all principal members;
- Experience in New York State, especially with the new construction development of commercial and mixed-use projects;
- Work with state and local municipalities; and
- Experience with a range of financial and economic development programs, tax credits, including Historic and/or New Markets, New York State funding sources including Empire State Development (ESD), the U.S. Department of Housing and Urban Development funding sources, Fannie Mae and Freddie Mac products, real estate investment trusts, Federal Home Loan Bank, HOME and CDBG funds, and direct investors. Familiarity or experience with Opportunity Zones capital investments.

### Respondent Background

- Legal name of the proposing company, primary contact, main address, telephone/facsimile numbers and e-mail address; address, phone and facsimile numbers of office from which services will be provided, if different from above;
- A detailed listing of all prior and current DBAs, affiliates, fictitious names and prior names used by the Respondent partner and team members (if any);
- Clearly state the legal status of the entity submitting the response, its status in the State of New York and any entities to be formed upon selection. Specifically identify if the Respondent is a sole proprietorship, partnership, corporation, or other legal form;
- Description of the firm size in annual revenues, number of employees, and a description of type, location, completions accomplished during the most

recent three years, scheduled completion and dollar value of the projects in the pipeline and projects completed over the last three years; Identify the individual who will serve as principal contact person and Project Manager/lead for the Respondent, who will direct and coordinate the effort through completion. Describe the project manager's prior experience with projects of similar scope and size, with particular emphasis on experience directing a multi-disciplinary team and facilitating a community involvement process. The authority of the Project Manager to execute transactions and make decisions on behalf of the Respondent must be clearly defined and full legal and contractual authority is strongly preferred;

- The Respondent must demonstrate financial capacity (as co-developer and potential provider of guarantees) as evidenced by the Respondent's most recent bank references, and the Respondent's discussion in its response.
- Detailed narrative including specific references to the financial statements above, indicating how the Respondent will contribute to financing pre-development costs, development costs, guarantees, bonds and other expenses.
- Identification of one (1) comparable project, that demonstrates the Respondent's experience and success in financing or co-financing similar projects;
- Respondent must state if the Respondent or any principal of Respondent has filed for bankruptcy within the last seven (7) years, or been declared bankrupt as an individual, and/or officer of any other corporation, partnership, or LLC. If so, the date, court jurisdiction, amount of liabilities and amount of assets must be included in the submission; and
- Details regarding any pending lawsuits, any previous contracts for which the Respondent(s) has been found to be in default, any indictments, judgements, defaults, convictions, or any principal or employees both present and past debarment from federal contracts. In addition, please provide details regarding any felony convictions or pending felony charges against any principal of the Respondent(s).

### References

Three (3) references must be submitted for the Respondent with specific contact information for each reference. References should be from projects similar in scope, complexity and development concept, including a minimum of one from a public-sector entity or organization.

### Property and Asset Management Approach and Experience

Property management must be included in the proposal. Respondents will be expected to discuss a proposed approach to supporting the City's objective to ensure these properties are well-maintained and compliant with the requirements outlined in Sec. 3.2 of this RFP. This includes management of or demonstrated experience working with contracted management services or those provided directly by the development team. Include information about uses being managed, income groups served, current occupancy levels, and operating deficit history. Include a description of development types (mixed use, mixed income, affordable, etc.), location and financing of the properties currently under asset or property management.

### Community Outreach & Stakeholder Engagement

Description of plan and approach for working collaboratively with stakeholders and neighborhood organizations. Specifically, methods of community outreach, identification of stakeholders, and past examples that have proved effective when determining project uses and the neighborhood impact should be included.

#### *4.2 Minimum Qualifications Required:*

Respondents will be expected to meet the following requirements in order to be considered by the Agency:

- a. Respondents must have been in business for a minimum of 5 years.
- b. Respondents must be financially solvent and adequately capitalized.
- c. Respondent must demonstrate financial resources to acquire the Site and perform and complete the proposed project

#### *4.3 Comparable Proposal*

Respondents must submit one (1) proposal from a prior project of similar size and scope that illustrate how the Respondent has achieved objectives similar to the objectives and vision outlined in the LUP, City's Comprehensive Plan, and City of Syracuse Zoning Ordinance. Funding sources and images of previous projects should be included, as well as a description as to why something similar to this project would fit within the Development Objectives and Minimum Requirements set forth in Section 3.0. The narrative and illustrations should describe the similar projects' intended impact on the neighborhood and effect on the surrounding area.

## **5.0 EVALUATION CRITERIA**

Respondents' submittals will be evaluated based on the criteria listed in this section and further described above. In preparing the submittal to the Agency, it is important Respondents clearly demonstrate their expertise in the areas described in this RFP.

Respondents are encouraged to identify and clearly label in their submittal how each criterion is being fully addressed. The Agency reserves the right to request additional information or documentation from the Respondent as determined in the Agency's sole discretion. The factors expected to be utilized by the Agency to evaluate the proposals include:

#### *5.1 Factor One – Operational Plan and Project Viability*

- a. The extent to which the business terms recognize the goals and objectives of the Agency;
- b. Clear explanation and feasibility of membership and roles of the development team for project design, development and completion of construction.
- c. The proposal illustrates the effective use of public resources including the degree to which the Respondent shows creativity in its leverage of resources, both capital and in-kind.
- d. The degree to which the Respondent demonstrates the ability to finance predevelopment costs.
- e. Feasibility and duration of construction schedule.

*5.2 Factor Two – Development Concept Alignment*

- a. The degree to which the proposal articulates and presents a development concept for the Site that includes appropriate architecture, Site utilization, density and income mixes and uses.
- b. The degree to which the Respondent appears to understand the critical issues of City of Syracuse Comprehensive Plan 2040, as well as the LUP and demonstrates a feasible development plan that coincides with the Agency and City's vision for the land use of property and the surrounding neighborhood.
- c. The degree to which a proposal identifies opportunities for sustainable building methods and green technology with both the building practices and the infrastructure incorporated with the development of property owned by the Agency.

*5.3 Factor Three – Experience and Capacity of the Respondent / Development Team*

- a. Experience with and ability to obtain, structure and implement layered financing for similar projects, including tax credit incentives including but limited to: brownfield cleanup program credits, Federal and State historic tax credits, low income housing tax credits, OZ capital investments and other private or other public financing particularly with the United States Department of Housing and Urban Development (HUD) and the New York State Department of Homes and Community Renewal (HCR).
- b. Financial capacity of Respondent.
- c. Experience of the Respondent in financing and completing projects in the State and prior project experience with State or local governmental entities including Empire State Development (ESD) and HCR.

*5.4 Factor Four – Agency Employment/Training Objectives and Community Collaboration*

- a. Workforce Development commitment. The ability to which the Respondent can commit to MWBE utilization and is dedicated to training programs, utilizing local subcontractors, and building a business capacity in those sub-contractors.
- b. Experience in using local enterprises and businesses for the whole development project, including A&E, General Contractors, sub-contractors, and local vendors.
- c. Degree of willingness, commitment and past experience in collaboratively working with local municipalities and community stakeholders in the planning and implementation of development projects.

*5.5 Factor Five – Quality and Completeness of the Proposal*

- a. The extent to which the proposal evidences the ability and capacity to respond to the Agency by meeting the intended proposal parameters and demonstrated ability to follow RFP outline.
- b. The ability of the Respondent to provide three (3) references as requested.
- c. Bank References demonstrating financial capacity, strength and creditworthiness.

*5.6 Factor Six – Sale Price*

### 5.7 Feasibility of Financial Plan

- a. The feasibility of the construction budget, sources and uses and pro forma.
- b. Likelihood of achieving the loan, equity and other financing assumptions.

## 6.0 SELECTION

The Agency may use RFP responses to identify one or more Respondents whom the Agency may then ask to provide additional clarifying information. The Agency reserves the right to interview and request additional information from any, all or no Respondents following the proposal submission deadline.

The Agency reserves the right to conduct reference checks at any point in the review and evaluation process. In conducting reference checks, the Agency may include the City as a reference if the Respondent has performed previous work for or with the City in the past, even if the Respondent did not identify the City as a reference.

By submitting in response to this RFP, the Respondent accepts the procurement method used and acknowledges and accepts that the evaluation process will require subjective judgments by the Agency staff and Board of Directors. Any protest of the selection process shall be resolved in accordance with the Agency's Procurement Policies.

Submission of a proposal is not a guarantee of contract with the Agency under this RFP or any subsequent Requests for Proposals on specific Agency-owned or controlled properties.

Any contract that involves the sale of Agency-owned property is subject to the approval of the Agency's Board of Directors and the Agency's Property Disposition Policy.

In addition, a successful Respondent must be willing to agree to enter into a Purchase and Sale Agreement and Development Agreement with terms and conditions (including without limitation standard indemnity of the Agency and Agency termination and recapture rights) that meet the requirements of this RFP and are acceptable to the Agency's legal counsel.

The Agency shall have the absolute right to terminate such contract upon written notice.

## 7.0 GENERAL PROVISIONS

This RFP does not constitute an offer for the Site or any portions thereof.

The issuance of this RFP and the submission of a response by a Respondent or the acceptance of such a response by the Agency does not obligate the Agency in any manner. The Agency reserves the right to:

- amend, modify or withdraw this RFP;
- revise any requirement of this RFP;
- require supplemental statements or information from any responsible party;
- accept or reject any or all responses hereto;
- extend the deadline for submission of responses hereto;



- negotiate potential contract terms with any Respondent;
- communicate with any Respondent to correct and/ or clarify responses which do not conform to the instructions contained herein;
- cancel, or reissue in whole or in part, this RFP, if the Agency determines in its sole discretion that it is its best interest to do so; and
- extend the term of any agreement on terms consistent with this RFP.

The Agency may exercise the foregoing rights at any time without notice and without liability to any responding firm or any other party for its expenses incurred in preparation of responses hereto or otherwise. All costs associated with responding to this RFP will be at the sole cost and expense of the Respondent.

None of the Agency, the City or any of the City's agencies, departments, offices, public authorities or other entities, nor any affiliate or subsidiary of any of the foregoing, shall incur any obligation or liability on account of this RFP or any submission made in connection with this RFP or any other reason unless and until a Purchase and Sale Agreement -and Development Agreement setting forth all the terms and conditions of the transactions described in this RFP have been fully executed and unconditionally delivered by all the parties thereto and all necessary consents and approvals for the Agency to enter into such agreements have been obtained including, without limiting the foregoing, approval by the Agency. No offer to purchase the Site shall be deemed accepted until the effective date of the Purchase and Sale Agreement and Development Agreement has occurred.

The Agency reserves the right, in its sole discretion, not to select or accept one or more proposals submitted in connection with this RFP, including, without limiting the foregoing, the highest-ranked proposal for the Site. The Agency has no obligation, under this RFP or otherwise, to dispose of the Site, or any portion of the Site, through a competitive proposal process, including, without limiting the foregoing, to dispose of the Site to the highest proposer or proposers. The Agency may at any time withdraw the Site, or any portion of the Site, included in this RFP. The Agency has the right in its sole and absolute discretion to reject any and all proposals, to accept any proposal, and to elect not to proceed with the process set forth in this RFP. The Agency may, at any time, dispose of the Site, or any portion of the Site, in any appropriate manner. The Agency has no obligation to discuss its reasons for selecting, accepting or rejecting any proposals with any proposer.

All information submitted in response to this RFP is subject to the Freedom of Information Law ("FOIL"), which generally mandates the disclosure of documents in the possession of the Agency upon the request of any person unless the content of the document falls under a specific exemption to disclosure. In addition, Proposals may be discussed at meetings of the Agency's Board of Directors, which meetings are subject to the Open Meetings Law. The Agency reserves the right, in its sole discretion, to retain and use all the materials and information, and the ideas and suggestions therein, submitted in response to this RFP (collectively, the "Response Information") for any purpose. By submitting a proposal, each Respondent waives any and all claims against the Agency relating to the Agency's retention or use of the Response Information. Subsequent to submission of proposals in response to this RFP, the Agency, in the exercise of its sole and absolute discretion, may enter into parallel negotiations with two or more proposers, may designate two or more proposers for "short list" consideration,

may request best and final offers, and/or may conduct other additional competitive proceedings with respect to the potential disposition covered by this RFP.

All proposals must be submitted in accordance with the provisions, requirements, terms and conditions of this RFP. Proposals which are contingent, or which are submitted in any other form will not be considered. Proposals shall be accepted from principals only.

No proposal shall be conditioned upon the receipt of tax abatements and/or any other economic incentives, although financial plans in proposals may identify funding “gaps” related to realization of the proposed development and potential options to addressing such gaps that may be considered by the Agency, upon which in their sole discretion; the Agency may act or identify other equivalent measures to address such gaps.

The Agency will post information regarding the RFP on the New York State Contract Reporter website ([www.nyscr.ny.gov](http://www.nyscr.ny.gov)). Respondents are encouraged to check back for updates. The Agency makes no representation or warranty concerning the accuracy or utility of information posted or otherwise provided to the potential Respondents or to the Respondents. Respondents must rely solely on their own independent research and investigations for all matters, including costs, title, survey, development, financing, construction, and remediation, and shall not rely on the information provided in connection with this RFP. Upon selection of a preferred Respondent, the Agency reserves the right to enact a holding fee of \$500 per month during the due diligence and construction periods, fully refundable upon completion of the project. If the Respondent is unable to complete the project, the Agency will retain the fee as compensation for incurring expenses during this period.

The Agency shall not be liable for any costs or expenses (including, without limiting the foregoing costs and expenses of legal counsel) incurred by any proposer in responding to this RFP, in connection with the Site or under any other circumstances, including, without limiting the foregoing, whether or not a particular proposal was accepted, rejected or otherwise designated or selected or if the Agency elects not to proceed with the disposition process. All costs and expenses incurred by each proposer in connection with this RFP or the Site will be borne by the Respondent, including, without limiting the foregoing, all costs and expenses in connection with: surveys, reports, studies, research and other due diligence work; preparation of each proposal; advice and representation of legal counsel; responding to this RFP, the Purchase and Sale Agreement, and the Development Agreement.

The Designated Developer will be required to provide appropriate insurance coverage as determined by the Agency once the structure of the transaction with the Designated Developer has been finalized the Agency must be named as an additional insured on a primary and non-contributory basis on certain policies. All policies should include a waiver of subrogation in favor of the Agency.

Respondents (and any proposed sub-consultants) required to certify documents must present evidence that they are licensed, as applicable, to practice engineering, architecture, landscape architecture, land surveying in the State of New York.

**APPENDIX A: SUBMISSION CHECKLIST**

**RESPONDENT'S NAME AND ADDRESS**

\_\_\_\_\_  
\_\_\_\_\_

**DATA SHEET**

HAVE YOU ATTACHED?

|  | <u>YES</u> | <u>NO</u> |
|--|------------|-----------|
| COVER LETTER?  | _____      | _____     |
| TABLE OF CONTENTS?   | _____      | _____     |
| INTRODUCTION?  | _____      | _____     |
| QUALIFICATIONS?  | _____      | _____     |
| COMPANY OVERVIEW?  | _____      | _____     |
| PROFESSIONAL REFERENCES?   | _____      | _____     |
| CERTIFICATE OF INSURANCE?  | _____      | _____     |
| HAVE YOU SIGNED AND DATED YOUR PROPOSAL ON THE SIGNATURE FORM PROVIDED ALONG WITH CONTACT INFORMATION, AND INCLUDED IT WITH YOUR PROPOSAL? | _____      | _____     |

SIGNED \_\_\_\_\_

TITLE \_\_\_\_\_

COMPANY \_\_\_\_\_

DATE \_\_\_\_\_

**APPENDIX B: CITY OF SYRACUSE INDUSTRIAL  
DEVELOPMENT AGENCY  
CONFLICT OF INTEREST STATEMENT**

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Agency Board Members

1. Kathleen Murphy
2. Steven P. Thompson
3. Rickey T. Brown
4. Kenneth J. Kinsey
5. Dirk Sonneborn

Agency Officers/Staff

1. Eric Ennis
2. Cole King

Agency Legal Counsel & Auditor

1. Susan Katzoff, Esq., Bousquet Holstein, PLLC
2. Grossman St. Amour, PLLC.

The Applicant acknowledges the above list of board members, officers and staff of the Agency. To the best of my knowledge, no member, officer or employee of the Agency has an interest, whether direct or indirect, with the Applicant, except as hereinafter described:

**Signature:**

**Authorized Representative:**

**Title:**

**Date:**

STATE OF \_\_\_\_\_)

) SS.:

COUNTY OF \_\_\_\_\_)

\_\_\_\_\_, deposes and says that s/he is the  
(Name of Individual)

\_\_\_\_\_ of \_\_\_\_\_  
(Title) (Applicant Name)

that s/he is the CEO or a person authorized to bind the Respondent and has personally completed and read the foregoing submission to the Agency's request for proposal and knows the contents thereof and that the same are true, accurate, and complete to the best of her/his knowledge.

\_\_\_\_\_  
**Applicant Representative's  
Signature**

\_\_\_\_\_  
**Title**

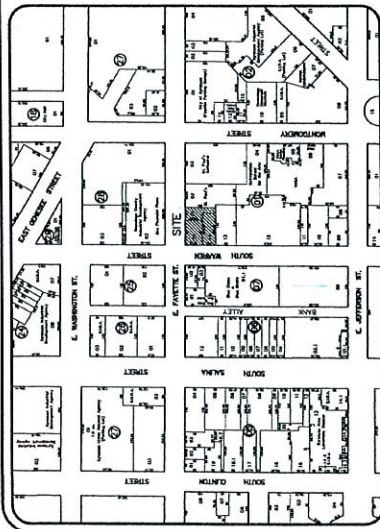
\_\_\_\_\_  
**Address**

\_\_\_\_\_  
**Phone**

\_\_\_\_\_  
**E-Mail Address**

**APPENDIX C: SITE MAP AND PARCEL BOUNDARIES**

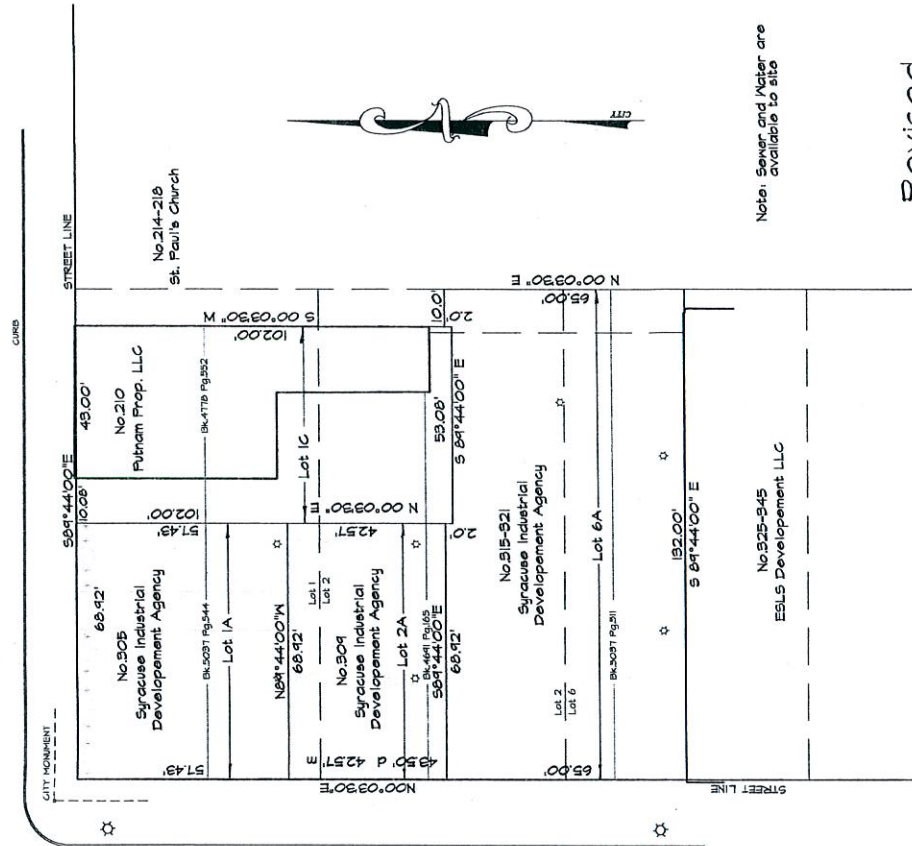




Site Map

Approvals:

East Fayette Street



Note: Sewer and Water are available to site

Revised 1/8/14



DATE: 04/20/10  
 SCALE: 1"=20'  
 DRAWN BY: GAM  
 APPROVED BY: [Signature]

**City of Syracuse**  
 Department of Engineering / Mapping and Surveying Division  
 MARY ROBINSON, P.E. / CITY ENGINEER

RESUBDIVISION OF PART OF LOT 1 & 2, PART OF LOT 6, BLOCK 112 INTO LOT 1A, LOT 1C, LOT 2A & LOT 6A, CITY OF SYRACUSE, COUNTY OF ONONDAGA, STATE OF NEW YORK, TO BE KNOWN AS Nos. 208 & 210 E. FAYETTE ST. AND 305 & 309 S. WARREN ST.