



Data Source: NYS GIS



ONONDAGA
COUNTY

JANUARY 26
2021

PURCHASE & DEVELOPMENT RFP SHOPPINGTOWN MALL SITE



County of Onondaga
Office of the County Executive

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January 26, 2021

Dear Prospective Responder:

As County Executive of Onondaga County I am extremely excited to bring to your attention a significant and likely transformational development opportunity.

Onondaga County is offering for purchase, sale and development a premier development site, the former Shoppingtown Mall. This 60 plus acre site is located on a major business corridor in Onondaga County while also being in close proximity to several popular and growing residential neighborhoods making it ripe for success by a responsible developer.

This generational opportunity is fully described in the County's Request for Proposal accompanying this letter.

On behalf of all the citizens of our great County, I truly hope your company will give serious consideration to become part of our incredible community.

Sincerely,



A handwritten signature in blue ink, appearing to read "J. RYAN MCMAHON".

J. Ryan McMahon, II
Onondaga County Executive



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SECTION 1: DEVELOPMENT OPPORTUNITY OVERVIEW

Onondaga County seeks proposals from qualified and experienced developers for the purchase and development of the 61.5+/- acre Shoppingtown Mall development site ("Development Site"), including the 750,000 square feet mall building and 2 outbuildings. To ensure the project moves forward as proposed, the County is seeking a Proposer that has significant development experience, resources and capacity to the complete the project in a timely manner.



PRIME LOCATION FOR:

- Corporate Campus
- High-Tech Business
- Residential Mixed-Use

The Development Site is located at a major cross-section in Onondaga County, and proper development of this site is critical to the area.

CENTRAL NEW YORK LIVING

Business Insider ranked Syracuse No. 3 in their list of top places to live in the Northeast United States, post-pandemic.¹

"Perhaps known mostly for college basketball and snowy winters, Syracuse has been undergoing a modern-day renaissance in recent years and has more to offer locals and visitors than ever before," Roger Sands wrote in a piece on *Forbes.com* in 2018.²

In 2017, *US News & World Report* ranked Syracuse no. 16 on its list of Best Affordable Places to Live in the country.³

Read more good news about Central New York at goodlifecny.com

1. <https://www.businessinsider.com/best-northeast-cities-to-live-ranked-2020-6#2-ithaca-new-york-20>

2. <https://www.forbes.com/sites/rogersands/2018/07/30/the-marriott-syracuse-downtown-adds-to-citys-renaissance/?sh=4f9841283fb>

3. <https://www.usnews.com/info/blogs/press-room/articles/2017-02-07/us-news-unveils-the-2017-best-places-to-live>

ONONDAGA COUNTY ECONOMY

Onondaga County (pop. 467,000) is home to Syracuse, NY in a centralized metropolitan area with a diverse economy. The county's economy is anchored by industries such as high-tech medical, advanced manufacturing, defense engineering and instrumentation (Lockheed Martin, Saab Sensis, SRC) as well as by higher education institutions (Syracuse University, SUNY Upstate Medical University, LeMoyne College, SUNY Environmental Science and Forestry). Destiny USA, New York State's largest shopping, dining, and entertainment destination, attracts 26 million guests annually.



Recent investments in the local economy include projects in advanced manufacturing, logistics & distribution, and financial services. These investments are being made by companies such as Amazon, Hill-Rom, Ultra Dairy, Tessy Plastics, Cryomech, G & C Foods, JMA Wireless, Empire Polymer Solutions, Morse Manufacturing, Flex Hose, Bankers Health Care Group and many others.



RECENT INVESTMENT IN ONONDAGA COUNTY

BANKERS
HEALTHCARE
GROUP EARNS TOP SPOT IN FORBES RANKING OF BEST WORKPLACES IN NEW YORK

SYRACUSE.COM, JULY 17, 2020



Rendering shows what Bankers Healthcare Group's new financial headquarters near the Syracuse Inner Harbor will look like. View is from the corner of Solar and Kirkpatrick streets: King + King Architects (Syracuse.com, October 11, 2019)



Rendering shows what an Amazon distribution center under construction in Clay will look like when it opens in September of 2021. Amazon

AMAZON'S \$350M CENTER COULD BRING BIG ECONOMIC SPINOFF TO SYRACUSE AREA

SYRACUSE.COM, MAY 18, 2020

JMA, A DESIGNER AND BUILDER OF COMMUNICATION SYSTEMS, PLANS TO SPEND \$15.8 MILLION TO TURN THE FORMER COYNE INDUSTRIAL LAUNDRY PLANT AT 120-154 CORTLAND AVE. INTO A FACTORY FOR THE MANUFACTURE OF ELECTRONIC COMPONENTS FOR 5G MOBILE NETWORKS.

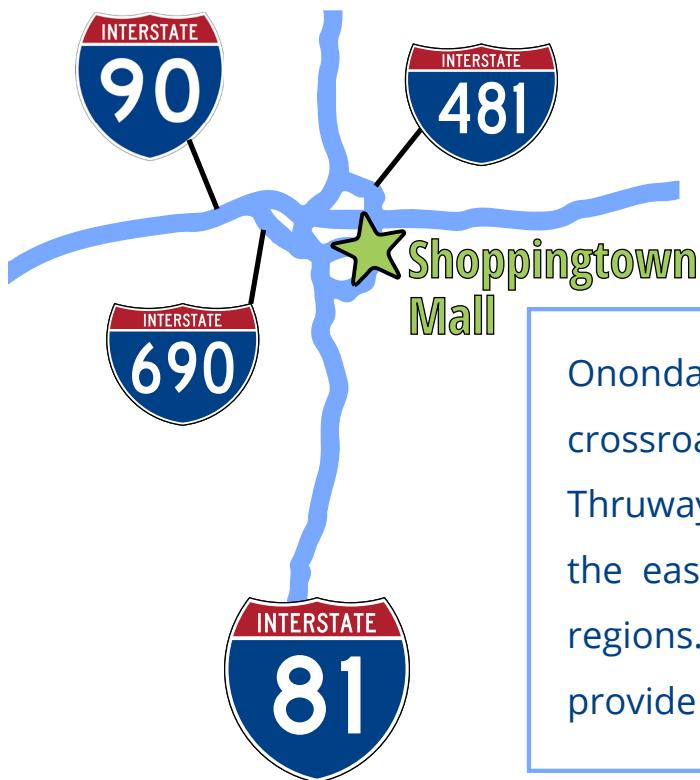
SYRACUSE.COM, JANUARY 21, 2020



5G SYRACUSE CAMPUS
OPENING 2021

LOCATION CHARACTERISTICS

The Development Site is located in Onondaga County in the Town of DeWitt just east of the City of Syracuse, and bordering the most affluent towns with the highest household incomes in Central New York. The mall site is located along Erie Boulevard East, a popular and competitive commercial corridor, just seconds from interstate 481 and 690. The corridor contains a wide variety of commercial activity, including retail, entertainment, office buildings, and light industrial development. The nearby Syracuse Orthopedic Specialistic outpatient surgery center as well as the Northeast Medical Center provide a variety of medical services to the region. There are residential developments within close proximity to the mall. This site is located on the Erie Canal National Heritage Corridor and the recently completed Empire State Trail, which is expected to draw 8 million visitors annually.



Onondaga County is uniquely situated at the crossroads of Interstate 81 and Interstate 90 (NYS Thruway) giving easy highway access to Canada, the eastern seaboard, mid-Atlantic and Midwest regions. The regional I-690 and I-481 corridors provide connections across Onondaga County.

SECTION 2: PROJECT DETAILS

2.1 Description of Development Parcels

2.1.1 There are 61.389 acres available for purchase and development:

2.1.1.1 The Development Site Parcels available for purchase in this RFP include:

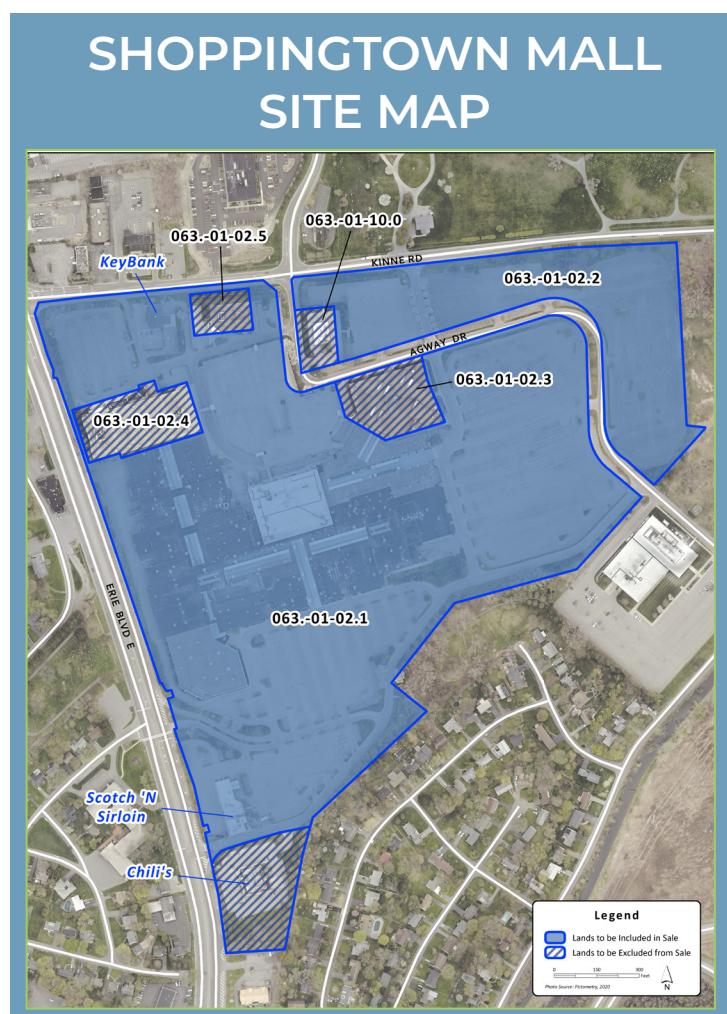
- Parcel 063.-01-02.2: 10.319 acres (parking lot with minimal green space); and
- Parcel 063.-01-02.1: 51.08 acres includes the 750,000 square foot principal mall building (1-3 stories, a 3-level parking structure with approximately 1,500 spaces, 4,600 surface parking spaces, 2 outbuildings including prime tenants such as Key Bank and Scotch and Sirloin steakhouse.
- This offering does not include a 2.410 acre parcel (part of parcel 063.-01-02.1), known as the Chili's Parcel, as that parcel is currently subject to a subdivision process in the Town of Dewitt.
- However, the Chili's Parcel can be purchased through an assignment of the \$1.0M option to purchase currently held by the County.
- The total acreage for development includes 61.389 acres (the "Site"). (63.799 acres minus 2.410 acres for Chili's.

2.1.1.2 Additional features of the Shoppingtown site include:

- Expansive surface parking lots provide approximately 4,600 spaces as well as new street grid and construction opportunities.
- Two out buildings with existing tenants:
 - The two outbuildings include Key Bank (5,500 square feet) and a two unit commercial building including the Scotch and Sirloin restaurant and a vacant space (approximately 14,000 square feet).
 - Leases for the tenants will be provided in a due diligence drop box ("Drop Box"), available to all recipients of the RFP. Information for the Drop Box is included in Section 4 Supplemental Materials.

2.1.1.3 The site contains four "inholding" parcels, which are not included in this RFP. The inholding parcels are as follows:

- 063.-01.-02.3; 1.668 acres.
- 063.-01.-02.4; 1.85 acres.
- 063.-01.-02.5; 0.69 acres.
- 063.-01.-10.0; 0.66 acres.



2.2 Relevant Planning Documents

2.2.1 Town of DeWitt

The Town of Dewitt updated their comprehensive plan in 2017. A mixed use overlay amendment to the zoning ordinance was adopted in June 2018 in an effort to promote and encourage mixed use development in the town.

Comprehensive Plan 2017 Update <http://www.townofdewitt.com/documents/1346.pdf>

DeWitt Sustainability Plan 2014: <http://www.townofdewitt.com/documents/963.pdf>

2.2.2 Onondaga County Planning

Onondaga County has recently initiated the development of a new countywide plan (the “Plan”). The Plan will have creation or enhancement of Town centers as a major theme. In 1999, the County adopted its 2010 Development Plan, which inspired the creation of the County’s Settlement Plan two years later. Both contain relevant information that may guide planning and site design.

These documents can be found at: <http://ongov.net/planning/plan.html>

2.4 Zoning

2.4.1 Developers are responsible for reviewing and compliance with Town, County, and State planning documents and the zoning laws and ordinances to help guide their proposals. For convenience, links to potentially relevant documents are included in this RFP. The Town of DeWitt Zoning Code can be located at - <https://ecode360.com/33501441>

2.4.2 Town of DeWitt Zoning Map Excerpt, showing the Development Site in the orange box is depicted below. Town of DeWitt Zoning Map can be located at - <http://www.townofdewitt.com/documents/324.pdf>



Town of DeWitt Mixed-Use Village Floating Overlay District Areas

<http://www.townofdewitt.com/documents/1405.pdf>

SECTION 3: PROPOSER'S RESPONSIBILITIES

3.1 Content of Proposals and Public Benefit

3.1.1 Successful proposals will demonstrate how the proposed development will enhance the quality of life for residents of the Town of DeWitt, Onondaga County and Central New York, including, but not limited to the following public benefits:

3.1.1.1 Value of development in terms of tax revenue, both sales and property.

3.1.1.2 Job creation.

3.1.1.3 Potential integration of housing into the site that serves a variety of market segments such as seniors, workforce housing, ownership and rental options in addition to market rate housing.

3.1.1.4 Construction of public amenities such as greenspace and civic space throughout the development for new residents as well as for nearby town residents.

3.1.1.5 Resilient design features including improved stormwater management, walkability, sustainable design and construction provisions for mobility, energy conservation, and connectivity with surrounding trails.

3.1.2 The following criteria will be used in part to evaluate proposals. Successful proposals will address each of the below criteria. Submittal materials must be in sufficient detail to allow the County to accurately review the proposal and assess its character and potential performance. In addition, if the development is to be built in phases, materials should clearly identify and depict each phase of development, and what order it is anticipated, or necessary, to implement each phase. The Proposal shall include the following:

3.1.2.1 Project Narrative: A narrative detailing the scope and character of development, including the square feet of any structures or other improvements proposed including the type and size of each improvement.

3.1.2.2 Schedule: A description of the development schedule, including a projected timeline of development, or if proposed in phases, a timeline for each phase and benchmarks within each phase.

3.1.2.3 Design Concept: Conceptual materials including, but not limited to drawings, renderings, video, site plan etc., detailing the proposed design theme including at least the following:

3.1.2.3.1 The placement of all proposed improvements, including the relationship to each other of all building(s), loading areas, streets, drives and sidewalks, landscaping, build-to lines and realistic depictions of stormwater management and greenspace creation.

3.1.2.3.2 Elevations illustrating the exterior appearance of the proposed improvements.

3.1.2.3.3 Illustration of the relationship and connection between proposed development and adjacent or nearby neighborhoods and other commercial development.

3.1.2.3.4 Adequate depiction of the character and appearance of the proposed development and materials to be used.

3.1.2.4 A list and description of the potential tenants or uses of proposed improvements, including any letters of intent or other written commitments (if available) from prospective tenants of the project.

3.2 Environmental Diligence and Review

3.2.1 It is recommended that Proposers conduct their own environmental due diligence and review of the Site and comply with all federal, state and local environmental laws and requirements. The County is available to work with each Proposer in this regard with all local, state and federal agencies, and as a condition of the Contract (as hereinafter defined), shall require the Successful Proposer to provide the County with an environmental indemnity release, covenant not to sue, and any other additional environmental liability protection deemed to be necessary and in the best interests of Onondaga County.

3.3 Project Financials

- 3.3.1** Evidence of financial resources of the Proposer to fully implement the project components in a timely fashion to the satisfaction of the County. The following information shall be provided:
- 3.3.1.1** Proposed project budget.
- 3.3.1.2** The proposal must describe the sources and uses of funds for the acquisition, development and construction of the proposed project and must demonstrate the ability and capacity of the Proposer to access adequate financial resources to successfully complete the project.
- 3.3.1.3** Proposed method and potential sources of financing for the project, including debt and equity and any terms and conditions of such financing sources. The proposal should state whether the Proposer or its principals have existing relationships with any such sources or have done prior projects with them. Securing financing for the project is not a condition prior to award.
- 3.3.1.4** Detail of prior projects and debt and equity utilized for such projects.
- 3.3.1.5** List of debt sources used in the past and amounts of debt security for past projects.

3.4 Proposer's Qualifications

- 3.4.1** The County requires each Proposer to include the qualifications and experience of the Proposer and its team that will carry out the timely development and successful completion of the project. To the County's satisfaction, the ability of the Proposer to complete the development is dependent on the Proposer's experience and resources. Joint Proposers are permitted but a lead developer must be identified. This portion of the submission shall include:
- 3.4.1.1** History and description of the Proposer's organizational structure, including size, scope of services, capability and area(s) of specialization. The description should identify all principals of the organization. If the Proposer is a joint venture, describe the nature of the relationship between the parties and the respective roles to be played by each party. Identify any other projects undertaken as a joint venture by the parties or their affiliates.
- 3.4.1.2** The identity of each member of the development team that will play a substantial role in the creation and implementation of this development and shall include the entity designated as the developer, the architectural firm along with key personnel of the design group, and other participants or tenants, if any, who are committed to the project as of the date of submission.
- 3.4.1.3** A detailed description of the size, total dollar value, and specific services provided for each development project the Proposer has completed within the past five (5) years; including descriptions, timelines, success of the project and debt and equity used, and size and scale of such developments. In the absence of this experience please highlight the experience of all team members. The County will, at its sole discretion determine whether participant experience can be substituted for project experience as a firm. Proposer will provide authorization to the County for the County to secure any information deemed necessary with respect to the projects identified by the Proposer.
- 3.4.1.4** References – please list a minimum of four references, project details and contact information.

3.5 Statement of Integrity and Disclosure

- 3.5.1** Please include a statement as to whether, within the past ten (10) years, the Proposer or any of its members, development team members, agents, affiliates, members' affiliates, or any member of the proposer's team have been involved in any of the following in connection with any project or development in which your firm participated (whether in connection with its development or operation):
- 3.5.1.1** bankruptcy or similar insolvency proceedings, foreclosure action (including any sale by power of attorney, deed in lieu of foreclosure or similar transfer), workout or restructuring of debt, or litigation (other than personal injury claims or landlord-tenant claims with respect to space tenants); or
- 3.5.1.2** have been convicted of or pleaded guilty to any felony or to any misdemeanor relating to any business or financial matters or involving moral turpitude; or
- 3.5.1.3** have defaulted under, or have been alleged in writing to have defaulted under, any contract or agreement with the Onondaga County, Town of Dewitt, or the State of New York or any of their respective agencies, departments, bureaus, offices or authorities.
- 3.5.1.4** If so, then the applicable circumstances should be described in reasonable detail.
- 3.5.1.5** Proposers agree that their proposal shall comply with the two Bankruptcy Court Orders and the Settlement Agreement provided in the Drop Box, including but not limited to Section B3 of the Settlement Agreement.

3.6 Contract

- 3.6.1** After a Successful Proposer is selected and approved, the sale of the land together with the proposal selected will be required to be contained in a purchase and sale contract (the "Contract") to be executed by the parties. The Successful Proposer will receive a selection notice from the County, a copy of the draft Contract, and any and all documentation in the possession of the County with respect to title for the Site to be sold pursuant to this RFP. The Successful Proposer must execute the final Contract within forty-five (45) days after the Proposer is provided with said Contract. By execution of the Contract, Proposer will certify that all information Proposer has provided as part of this proposal is complete, true and accurate. If the Proposer fails to execute the Contract within this forty-five (45) day period, Onondaga County may withdraw its acceptance at its sole and absolute discretion. If Onondaga County withdraws its acceptance, the Proposer agrees that Onondaga County, including its officials, employees, and agents shall not be liable to the Proposer for any damages, claims, actions or proceedings arising out of the withdrawal of its acceptance, including any claim for failure to negotiate in good faith.
- 3.6.2** Title to parcels comprising the Development Site will be conveyed by a quit claim deed, subject to the exceptions applicable to each parcel as defined herein.
- 3.6.3** The closing shall take place within one hundred eight (180) days from the award letter issued by Onondaga County, subject to the Closing Conditions set forth in the Contract.

3.7 Deposit

- 3.7.1** A deposit in the amount of \$50,000 ("Deposit") must be included with each proposal. The selected proposal's deposit will be applied to the purchase price of the Parcel if the Proposer is selected as the Successful Proposer and Contract is executed. If the proposal is not selected, the Deposit will be returned to the Proposer. If the Successful Proposer fails to thereafter close on the Parcel in accordance with the terms as outlined in this RFP and the Contract, Onondaga County may retain the Deposit as liquidated damages. An additional deposit of \$100,000 must be submitted by the selected vendor within 10 days of the selection letter.
- Proposers intending to submit a proposal must contact Daniel Hammer at rfp@ongov.net for banking information prior to Deposit.

3.8 Title

- 3.8.1** A recent title report has been uploaded to the Drop Box as a convenience. This report is not a title commitment, nor a title policy, nor any representation or warranty as to the current status of title to any of the parcels. It is the Proposers' responsibility to ensure they have the most current information and updated title prior to submission.

The final Contract for disposition of the Parcels is subject to the approval by Onondaga County.

3.9 Liability

- 3.9.1** The Proposer shall be responsible for all damage to life and property due to negligent or otherwise tortious acts, errors or omissions of the Proposer in connection with its activities in relation to this RFP or the Contract.
- 3.9.2** Further, it is expressly understood that the Proposer shall indemnify and save harmless the Onondaga County, the Town of Dewitt, and New York State, as their interests may appear, from claims, suits, actions, damages, and costs of every name and description resulting from the Proposer's activities on or related to the parcels

3.10 Proposed Purchase Price

- 3.10.1** Each response should set forth the lump sum purchase price to be paid to Onondaga County in connection with the purchase of the Development Site and timely completion of the proposed improvements per the Proposers schedule, which will be mutually agreed upon and contained in the Contract if Proposers response is selected.

3.11 Personal Examination

- 3.11.1** Proposer recognizes, acknowledges, and agrees that: Proposer is solely responsible to undertake any and all investigations, inquiries, due diligence it may choose to pursue related to the submission of its Proposal and the Proposer's pursuit of the purchase of the Development Site; Proposer shall not rely on the quantity, quality, accuracy, completeness, timeliness of any information in this RFP nor any materials the County may include in the Drop Box; any materials deposited in the Drop Box by the County are deposited as a mere convenience to Proposers; Proposer is solely responsible to update, verify, investigate, and independently research any materials in the Drop Box; the County makes absolutely no express or implied oral or written representation or warranty of any kind as to the accuracy, completeness, or value of any of the materials deposited in the Drop Box; Proposer will engage independent professionals to review, investigate, and/or update any materials deposited in the Drop Box.
- 3.11.2** Any Proposer who submits a proposal pursuant to this RFP acknowledges and agrees such proposal was based solely on the work, investigations, and due diligence conducted by the Proposer.

3.12 Onondaga County Green And Sustainable Practices

- 3.12.1** Sustainable Practices: It is the goal of Onondaga County to limit its carbon footprint and the environmental impact of its activities through its carbon calculator by achieving 1% each year over the next 25 years. If Proposer participates in any sustainable practices such as but not limited to alternative fuels in Proposer vehicles, recyclable materials used in advertising, or sustainable features at any support facilities, please include them here for consideration. County may consider high priority sustainability solutions of the Proposer after reviewing full and compliant responses to inquiries made in the RFP.

3.13 REIMBURSEMENT/GIFTS

- 3.13.1** Denial of Reimbursement: All cost incurred by each Proposer, including but not limited to consideration, due diligence and responding to this RFP shall be born solely by the Proposer.
- 3.13.2** Gratuity Prohibition Proposers shall not offer any gratuities, favors, or anything of value to any official, employee or agent of the County for the purpose of influencing consideration of a proposal.

SECTION 4: SUPPLEMENTAL MATERIALS

4.1 Supplemental Materials (Placeholder for materials)

- | | | |
|---|-------------------------------|---|
| 4.1.1 Settlement Agreements | 4.1.5 Lease Agreements | 4.1.9 Chili's Lease and Option Documents |
| 4.1.2 Title and Survey | 4.1.6 Economic Report | |
| 4.1.3 Bankruptcy Court Order- Approving Sale | 4.1.7 Traffic Data | |
| 4.1.4 Bankruptcy Court Order - Town, County, School Settlement | 4.1.8 SYR Airport Data | |

The documents are located at <http://tinyurl.com/onondagacounty>

SECTION 5: RFP PROCESS AND INSTRUCTIONS

5.1 INTRODUCTION AND INSTRUCTIONS

- 5.1.1 RFP Certification:** Pursuant to the provisions of New York State General Municipal Law, the Onondaga County Division of Purchase certifies the services required are not subject to competitive bidding under the professional service exemption and Onondaga County Purchasing rules require selection of services through a Request for Proposal process.
- 5.1.2 Schedule of Events.** The schedule of events set out herein represents the County of Onondaga's best estimate of the schedule that will be followed. However, delays to the selection process may occur which may necessitate adjustments to the proposed schedule. If a component of this schedule, such as the RFP closing date, is delayed, the rest of the schedule may be shifted as appropriate. Any changes to the dates up to the closing date of the RFP will be sent out as an official, written addendum prior to the closing date of this RFP. After the close of the RFP, the County reserves the right to adjust the remainder of the proposed dates, including the dates for evaluation, negotiations, contract award and the contract term on an as-needed basis with or without notice.

Date	Action
01/26/21	County RFP Release Date:
2/18/21	Pre-proposal Meeting
2/26/21	Final Date for Submission of Questions:
4/2/21	Addendum Answering all Questions Issued by County
4/27/21	Proposal Submission Deadline:
TBD	Expected RFP Award Date:
TBD	Expected Contract Execution Start Date:

5.1.3 Submission of Proposals

- 5.1.3.1** Sealed proposals, (six (6) original and one (1) electronic copy – in the form of a compact disk or flash drive), shall be submitted to the Onondaga County Division of Purchase the John H. Mulroy Civic Center, 421 Montgomery Street, 13th Floor, Syracuse, New York, no later than 4:00 p.m., April 27th, 2021. Note: Packages not containing the required number of copies may be rejected.
- 5.1.3.2** No proposal will be considered which is not accompanied by pricing as requested and signed by an authorized official of the firm.
- 5.1.3.3** Proposals not signed by authorized officer of the Proposer's organization will be eliminated.
- 5.1.3.4** It is the sole responsibility of the Proposer to assure that they have received the entire RFP. The RFP and any addenda may be secured by contacting the Division of Purchase.
- 5.1.3.5** Proposals must be received on or before the time and date specified. Proposals received after the time specified will not be considered and will be returned unopened.

- 5.1.3.6** Proposal information is restricted and not publicly available until after the award of the Contract.
- 5.1.3.7** Responses to this RFP may require that Proposers ("Proposers") include corporate information that is proprietary. All RFP materials are subject to the Federal and State Freedom of Information Laws, unless marked in advance as proprietary. You may NOT protect the entire RFP response or the pricing pages as proprietary. Should a request be filed to view the RFP responses, all material marked proprietary will be redacted. Should additional justification be required to protect a section, it will be the Proposer's responsibility to qualify the section under the proprietary exemption. The County reserves the right to release sections which as a matter of law do not meet the standard to be exempted, regardless of how they were marked by the Proposer.

5.1.4 Modifications or Withdrawal of Proposal A proposal that is in the possession of Division of Purchase may be altered by a letter from a Proposer bearing the signature or name of the authorized person, provided it is received PRIOR to the date and time of the opening. Fax, telephone or verbal alterations will not be accepted. A proposal that is in the possession of the Division of Purchase may be withdrawn by the Proposer up to the time of the opening. Failure of the successful Proposer to furnish the service awarded, as a result of this advertisement, shall eliminate the Proposer from the active Proposers list for a period of time as determined by the Purchasing Director.

5.1.5 Award and Contract Information

- 5.1.5.1** The Proposer also agrees that should this firm be awarded a contract ("Contract"), Proposer will not discriminate against any person who performs work hereunder because of age, race, color, sex, creed, sexual orientation, national origin, or disability.
- 5.1.5.2** The Proposer expressly warrants to the County that it has the ability and expertise to perform its responsibilities hereunder and shall use the highest standards of professional workmanship.
- 5.1.5.3** Onondaga County reserves the right to reject any or all proposals, to waive any informality or technical defect in the proposals, or to award the contract in whole or in part, if deemed to be in the best interest of the County to do so.
- 5.1.5.4** The successful Proposer will be required to enter into and sign a formal Contract with the County with reasonable adjustments acceptable to the County. This RFP and the response of the successful Proposer will become a part of the Contract and will be in effect for the duration of the Contract period. The Contract language will control over any language contained within this RFP and/or the Proposer's proposal that conflict with the signed and fully executed Contract.
- 5.1.5.5** The successful Proposer shall comply with the Americans With Disabilities Act.

5.2 Proposal Submittal

- 5.2.1** Original Proposal: The complete proposal must be submitted in a sealed package with one (1) original – six (6) total hard copies, and one (1) electronic copy, prior to the opening date and time. All proposals shall be marked Purchase and Development of Shoppingtown Mall, #20-3510-004. Proposers shall include all documents necessary to support their proposal in the sealed package. Proposers shall be responsible for the delivery of proposals during business hours to the address indicated in the cover letter. It shall not be sufficient to show that the proposal was mailed in time to be received before scheduled closing time.
- 5.2.2** Proposal Format: Proposals should be typed or printed on 8 1/2 x 11 inch paper (larger paper is permissible for charts, spreadsheets, etc.) and placed with tabs delineating each section. Pages must be sequentially numbered within major document sections, which are clearly defined below. Sales materials or brochures, if submitted, must be in a separately bound appendix. The proposal must be organized and indexed in the following format and must contain, at a minimum, all listed items in the sequence indicated.

5.2.2.1 Cover Page:

- Full proposal name and number.
- Submission date and time.
- Name of Proposer

5.2.2.2 Table of Contents:

- All items listed in Proposal Format in the sequence listed.

5.2.2.3 Executive Summary:

- Summarize understanding of the scope of the RFP (project).
- Explain how your solution or approach addresses the requirements provided in this RFP.
- Provide a summary or overview of each proposed solution, for each corresponding component of Scope of Work offered in this proposal.
- State exceptions and omissions to stated requirements.
- Summarize any assumptions (made by the Proposer) in order to adequately respond to the requirements of this RFP.
- Summarize all resources, assumed or expected, to be provided by Onondaga County. This summary should clearly identify what the Proposer expects or anticipates by way of County personnel or resources. This is to be summarized by component.

5.3 QUESTIONS**5.3.1** All questions regarding the RFP must be received by the date listed in Section 5.1.2 (Schedule of Events) and shall be in writing and directed to :

Daniel Hammer, Director
Onondaga County Division of Purchase
John H. Mulroy Civic Center, 13th Floor
421 Montgomery Street
Syracuse, NY 13202

Or via email to rfp@ongov.net.

5.3.2 During the period from official release of the RFP to Proposers and the Contract award, no county employee, except as detailed in 5.3.1 and in the Purchasing Director's letter, can accept oral, written, or electronic contact from Proposers regarding the procurement. All proposals will remain sealed until after the submission deadline.

SECTION 6: GENERAL PROVISIONS

6.1 GENERAL PROVISIONS

6.1.1 Defense, Indemnification, and Hold Harmless: To the fullest extent permitted by law, Proposer agrees to indemnify, defend and hold harmless County, and County's agents and employees or any of them from and against suits, claims, actions, liabilities, damages, professional fees, including attorney's fees, costs, court costs, expenses, disbursements or claims of any kind or nature, including by reason of statute or operation of law, for injury to or death of any person or damage to any property (including loss of use thereof) arising out of or in connection with the performance of the RFP, pursuit of a Contract, and performance under a Contract, and alleged to be caused in whole or in part by (i) the culpable acts or omissions of the Proposer, its subcontractors, suppliers, vendors, agents, and anyone directly or indirectly employed by them or anyone for whose acts they may be liable, or (ii) the breakage or malfunctioning of any tools, supplies, scaffolding or other equipment used by or furnished to Proposer, its subcontractors, suppliers, vendors, agents, and anyone directly or indirectly employed by them or anyone for whose acts they may be liable.or agent of the County for the purpose of influencing consideration of a proposal.

This indemnification shall apply regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder. This provision shall not be construed to require the Proposer to indemnify any indemnitee for the negligence of the indemnitee to the extent such negligence proximately caused the damages complained of. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity which would otherwise exist.

6.2 INSURANCE

6.2.1 Insurance Requirements

Proposer shall obtain, from an insurer authorized by a license in force pursuant to the insurance law of the state of New York to do an insurance business in the state of New York and having an A. M. Best Company, Inc. financial strength rating of A- or better and an A. M. Best Company, Inc. financial size category of XV, personal injury liability insurance, as personal injury liability insurance is defined by New York State's Insurance Law § 1113 (a) (13), and property damage liability insurance, as property damage liability insurance is defined by New York State's Insurance Law § 1113 (a) (14), covering and applying to legal liability of the insured for damages, and to loss, damage, or expense incident to a claim of such liability, arising out of the death or injury of any person or out of injury to the economic interests of any person as the result of negligence in the rendering expert, fiduciary, or professional service or out of the loss or destruction of or damage to property, that occurs in the performance of, or in connection with, or collateral to, this RFP.

6.2.2 Proposer shall obtain the personal injury liability insurance and the property damage liability insurance by insurance contract or contracts, as insurance contract is defined by New York State's Insurance Law § 1101 (a) (1), specified and described in this RFP. Each insurance contract shall name Proposer as the insured in its declarations. Each insurance contract, except a professional liability insurance contract, shall be endorsed by the insurer to name, make, and add County as additional insured so as to obligate the insurer to provide the personal injury liability insurance and property damage liability insurance covering and applying to the legal liability of County for damages, as to the legal liability of the insured for damages, and covering and applying to the loss, damage, or expense incident to a claim of the legal liability of County for damages, as to loss, damage, or expense incident to a claim of the legal liability of the insured for damages. Each insurance contract, except a professional liability insurance contract, shall be endorsed by the insurer to obligate the insurer to provide the personal injury liability insurance and property damage liability insurance to County, as primary to, and not seek contribution from, any other insurance available to County by any other insurance contract naming County as the insured. Each insurance contract shall be endorsed by the insurer to obligate the insurer to give County written notice of any termination or

substantive change of the insurance contract, at least 30 days before the termination or substantive change, by the insurer's delivering the notice to County's Department of Law, John H. Mulroy Civic Center, 421 Montgomery Street, Syracuse, NY 13202. Each insurance contract shall be approved and accepted by County.

6.2.3 Proposer shall obtain these insurance contracts:

- 6.2.3.1** Commercial general liability insurance that shall obligate the insurer to provide personal injury liability insurance and property damage liability insurance, covering and applying to the legal liability of the insured for damages, and to the loss, damage, or expense incident to a claim of the legal liability of the insured for damages, however arising, in a minimum amount \$1 million for each occurrence of, and in a minimum amount of \$2 million for any aggregate of occurrences of, death or injury of any person, or injury to the economic interests of any person, or loss or destruction of, or damage to, property, in each policy period, and be in effect continuously from the day of the submission of this RFP through the day which is at least three years after the day of the latest to happen of complete performance, final payment, expiration of any period of warranty, or expiration of any period for correction of work, in the performance of, or in connection with, or collateral to, this RFP and any contract.
- 6.2.3.2** Automobile liability insurance that shall obligate the insurer to provide personal injury liability insurance and property damage liability insurance, covering and applying to the legal liability of the insured for damages, and to the loss, damage, or expense incident to a claim of the legal liability of the insured for damages, arising out of the ownership, maintenance, or use of any motor vehicle, as motor vehicle is defined by New York State's Vehicle and Traffic Law § 125, in a minimum amount of \$1 million for each occurrence of death or injury of any person, or injury to the economic interests of any person, or loss or destruction of, or damage to, property, in each policy period, and be in effect continuously from the day of the submission of this RFP through the day which is after the day of the latest to happen of complete performance, final payment, expiration of any period of warranty, or expiration of any period for correction of work, in the performance of, or in connection with, or collateral to, this RFP and any contract.
- 6.2.3.3** Umbrella liability insurance that obligates the insurer to provide personal injury liability insurance and property damage liability insurance, in excess of that personal injury liability insurance and property damage liability insurance provided by any commercial general liability insurance contract, automobile liability insurance contract, and professional liability insurance contract required by this RFP, in a minimum amount of \$1 million for each occurrence of death or injury of any person, or injury to the economic interests of any person, or loss or destruction of, or damage to, property, in each policy period, and be in effect continuously from the day of the submission of this RFP through the day which is at least three years after the day of the latest to happen of complete performance, final payment, expiration of any period of warranty, or expiration of any period for correction of work, in the performance of, or in connection with, or collateral to, this RFP and any contract.
- 6.2.3.4** Professional liability insurance that shall obligate the insurer to provide personal injury liability insurance and property damage liability insurance covering and applying to the legal liability of the insured for damages, and to the loss, damage, or expense incident to a claim of the legal liability of the insured for damages, arising out of the insured's business, trade, occupation, or practice of a profession for which a license is required by a governmental authority of the state of New York, in a minimum amount of \$2 million for each occurrence of, and in a minimum amount of \$4 million for any aggregate of occurrences of, death or injury of any person, or injury to the economic interests of any person, or loss or destruction of, or damage to, property death or injury of any person, or injury to the economic interests of any person, or loss or destruction of, or damage to, property, in each policy period, and be in effect continuously from the day of the submission of this RFP through the day which is at least three years after the day of the latest to happen of complete performance, final payment, expiration of any period of warranty, or expiration of any period for correction of work, in the performance of, or in connection with, or collateral to, this RFP and any contract.

6.2.3.5 Proposer shall deliver to County's Department of Law, before this RFP may be made or performed, and from time to time as is reasonable, as evidence that Proposer has obtained the insurance as required by this RFP, both a form certificate of insurance approved for use by New York's superintendent of insurance which identifies the insurance contracts obtained by Proposer and copies of the declarations of each insurance contract referred to in the form certificate of insurance. At the request of County, Proposer shall deliver to County's Department of Law a copy of any insurance contract required by this RFP.

6.3 WORKERS' COMPENSATION AND DISABILITY BENEFITS

6.3.1 This RFP shall be void and of no effect unless Proposer and other person or entity making or performing this RFP shall secure compensation for the benefit of, and keep insured during the life of this RFP, the employees engaged thereon, in compliance with the provisions of the New York State workers' compensation law.

6.3.2 Proposer shall show, before this RFP may be made or performed, and at all times during the life of this RFP, that Proposer, and other person or entity performing this RFP, is in compliance with the provisions of the New York State workers' compensation law, by Proposer's delivering to County's Department of Law that New York State Workers' Compensation Board (Board) form or State Insurance Fund (Fund) form described in one of the following subparagraphs numbered 1, 2, 3, or 4, and that Board form described in one of the following subparagraphs numbered 5, 6, or 7:

- 1. Board form C-105.2 (Fund form U-26.3, if the insurer is the State Insurance Fund), subscribed by the insurer, showing that Proposer, and other person or entity making or performing this RFP, has secured compensation, as workers' compensation insurance, for the benefit of all employees, in compliance with the provisions of the New York State workers' compensation law.
- 2. Board form SI-12, completed by Board's self-insurance office and approved by Board's secretary, showing that Proposer, and other person or entity making or performing this RFP, has secured compensation, as Board approved workers' compensation self-insurance, for the benefit of all employees, in compliance with the provisions of the New York State workers' compensation law.
- 3. Board form GSI-105.2, completed by the group self-insurance administrator, showing that Proposer, and other person or entity making or performing this RFP, has secured compensation, by being a participant in a workers' compensation group self-insurance plan, for the benefit of all employees, in compliance with the provisions of the New York State workers' compensation law.
- 4. Board form CE-200 bearing an exemption certificate number issued by Board, showing that Proposer, and other person or entity making or performing this RFP or the Work is not required to secure compensation for the benefit of all employees, in compliance with the provisions of the New York State workers' compensation law.
- 5. Board form DB-120.1, subscribed by the insurer, showing that Proposer, and other person or entity making or performing this RFP has secured the payment of disability benefits, as disability benefits insurance, for the benefit of all employees, in compliance with the provisions of the New York State workers' compensation law.
- 6. Board form DB-155, completed by Board's self-insurance office and approved by Board, showing that Proposer, and other person or entity making or performing this RFP, has secured disability benefits, as Board approved disability benefits self-insurance, for the benefit of all employees, in compliance with the provisions of the New York State workers' compensation law.
- 7. Board form CE-200 bearing an exemption certificate number issued by Board, showing that Proposer, and other person or entity making or performing this RFP is not required to secure disability benefits for the benefit of all employees, in compliance with the provisions of the New York State workers' compensation law.

6.4 Conflict of Interest: At the time Proposer submits a response, or if no response is submitted, prior to performing any services under this RFP, Proposer shall deliver to County's Department of Law, an affidavit certifying that Proposer has no interest and will not acquire any interest, direct or indirect, that would conflict in any manner or degree with the performance of services to County. The affidavit shall further state that in rendering services to County no persons having any such interest shall be employed by Proposer. Proposer assumes full responsibility for knowing whether Proposer's officers, employees, agents, or servants have any such interest and for certifying the absence of such conflict to County.

All Proposers shall disclose immediately to County, by affidavit, every known or apparent conflict of interest and every ostensible or potential conflict of interest of Proposer, Proposer's officers, Proposer's employees, Proposer's agents, and Proposer's servants. The duty to disclose is a continuing duty during the RFP process. Such disclosure is a material obligation of this RFP and Proposer's failure to comply with these provisions affords County the right to pursue any and all remedies for breach of RFP. If the conflict cannot be resolved to the satisfaction of County, County may terminate the award by written notice. Nothing herein shall be construed as limiting or waiving County's right to pursue damages or other remedies.

A conflict of interest includes any circumstance which might influence or appear to influence the judgment of Proposer, and Proposer shall disclose the same. Proposer shall disclose further the acceptance of compensation, monetary or otherwise, from more than one (1) payor or party for services on the same project or related project. Proposer shall disclose further the direct or indirect solicitation or acceptance of financial or other consideration from parties other than County for work on the project to which this RFP pertains. If applicable, Proposer shall disclose further the direct or indirect acquisition of any interest in the real estate which is the subject of the project, or in the immediate vicinity thereof. A conflict of interest of Proposer's officers, Proposer's employees, Proposer's agents, or Proposer's servants shall be deemed a conflict of interest of Proposer, giving rise to the duty to disclose.

6.5 Account Representative The successful Proposer shall appoint, by name, a company representative who shall be responsible for servicing this account. The representative shall be responsible to provide the services required to insure that the account would be administered in an organized systematic manner.

6.6 Responsiveness Proposers are expected to examine specifications, schedules and instructions included in the package. Failure to do so will be at the Proposer's risk.

6.7 Effective Dates of Proposal All terms, conditions and costs quoted in the Proposer's response will be binding on the Proposer for 180 days from the last date to submit the proposal.

6.8 Advertising Award The successful Proposer must receive written approval from the County before advertising the award of the Contract or the services to be provided under the Contract. The Proposer agrees not to refer to awards in commercial advertising in such a manner as to state or imply that the firm or its services are endorsed or preferred by the County.

6.9 Statement of Contingencies The Proposer will clearly describe any contingencies made (by them) in order to successfully complete the proposal. These contingencies include, but are not limited to, any contingencies with respect to any reliance on Onondaga County for anything that will aid in completion of Proposers acquisition of title or successful completion of proposed improvements.

6.10 Executed Contract The Contract between the County and the Proposer shall include:

6.10.1 The Request for Proposal (RFP) and any amendments thereto, and the proposal submitted by the Proposer in response to the REP. In the event of a conflict in language between the REP and the proposal, the provisions and requirements set forth and/or referenced in the RFP shall govern. Onondaga County reserves the right to clarify any contractual relationship in writing with the concurrence of the Proposer, and such written clarification shall govern in case of conflict with the applicable requirements stated in the RFP or the Proposer's proposal. In all other matters not affected by the written clarifications, if any, the RFP shall govern.

6.11 Proprietary Information All RFP materials are subject to a Freedom of Information Request under the New York State Public Officers Law. If any request is received regarding this RFP, you will be afforded the opportunity to submit justification to exempt any section you have identified in your proposal as proprietary. The County will not accept any request by a Proposer to declare the whole RFP response as proprietary, or to declare any pricing pages as proprietary. The County reserves the right to determine whether the proposal will be released in whole or in part.

6.12 Governing Law: This RFP shall be governed by and construed in accordance with the laws of the State of New York, without giving effect to otherwise applicable principles of conflicts of law. For legal disputes, venue shall be a court of competent jurisdiction in Onondaga County, and Proposer consents to such jurisdiction. County does not agree to arbitration.

6.13 Preparation of Proposal

6.13.1 No proposal will be considered which substantially modifies, in any manner, any of the provisions, specifications or minimum requirements set forth in the RFP.



Onondaga County
Executive Department
Division of Purchase

J. Ryan McMahon II
County Executive

John H. Mulroy Civic Center, 13th Floor
421 Montgomery Street, Syracuse, New York 13202
www.ongov.net

DANIEL HAMMER
Director

DATE: January 26, 2021

Subject: Request for Proposal #20-3510-004
Purchase and Development of Shoppingtown Mall

Dear Proposer:

Enclosed is Onondaga County's Request for Proposal (RFP) seeking a contract for the purchase and development of prime real estate located within the County and commonly known as the Shoppingtown Mall development site consistent with the criteria contained herein.

A non-mandatory pre-proposal meeting will be held on February 18th at 10am at Shoppingtown Mall, 3649 Erie Blvd E., Dewitt, New York, at the south entrance. Please email Latasha Hills at latashahills@ongov.net to RSVP. The County reserves the right to schedule additional meetings to accommodate COVID-19 safety guidelines.

Please review the attached materials and respond in accordance with the instructions in the RFP. Supplemental materials can be found at <http://tinyurl.com/onondagacounty>. If you have technical questions relating to the scope of services or questions relating to the RFP process, please contact the undersigned at RFP@ongov.net.

Thank you for your anticipated interest in this service to Onondaga County.

Sincerely,

Daniel Hammer
Purchasing Director



Onondaga County
Executive Department
Division of Purchase

J. Ryan McMahon II
County Executive

John H. Mulroy Civic Center, 13th Floor
421 Montgomery Street, Syracuse, New York 13202
www.ongov.net

DANIEL HAMMER
Director

REQUEST FOR PROPOSAL

TITLE: Purchase and Development of Shoppingtown Mall Site

NUMBER: #20-3510-004

CLOSING DATE AND TIME: April 27, 2021 at 4:00 P.M.

DELIVER TO: Onondaga County Division of Purchase, address above

In compliance with the RFP specifications and requirements, I, the undersigned, offer and agree to furnish the performance and purchase price according to the terms and conditions of my Proposal. I hereby certify that this Proposal is made without prior understanding, agreement or connection with any other corporation, firm, entity or person submitting a proposal for the same performance, unless otherwise specified herein, and this Proposal is in all respects fair and without collusion or fraud. I understand that collusive bidding, proposals or performance is a violation of local, state and federal law and can result in fines, prison sentences, and civil damages. I agree to abide by the terms and conditions of this Proposal and certify that I am authorized to sign this Proposal for and on behalf of the Proposer. By my signature, below, Proposer subscribes and Proposer affirms as true under penalties of perjury the following statement:

By submission of this proposal, each proposer and each person signing on behalf of any proposer certifies, and in the case of a joint proposal each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each proposer is not on the list created pursuant to paragraph (b) of subdivision 3 of section 165-a of the state finance law.

Name of Record of Proposer:

State of Incorporation _____ Telephone number _____

Mailing Address _____

Federal I.D. number _____

Authorized signature _____

Typed or Printed Name _____

Title of Authorized Person _____

Receipt of Addenda Nos. _____ is hereby acknowledged. (Where none received, place the figure (1) Zero in this space.)

NO LATE PROPOSALS WILL BE ACCEPTED

PRICING PROPOSAL

Lump Sum Purchase Price to be Paid to Onondaga County:

\$ _____ .00

Written Amount _____

Required Deposit of \$50,000 has been submitted: Yes _____ No _____

EVALUATION

Onondaga County reserves the right to award this selection to the Proposer who submits the highest and best proposal. In evaluating the highest and best proposal, the County evaluation shall include, but not be limited, to the following criteria: the responsive of the Proposer to this RFP;

- the qualifications of the Proposer;
- the experience of the Proposer;
- purchase price (however, purchase price shall not be the sole criteria for evaluation);
- the development schedule detailed by the Proposer;
- historical performance of the Proposer;
- methodology detailed by the Proposer;
- likelihood of performance of the Proposer;
- compliance with RFP submission requirements;
- contingencies to any Proposal; public benefit of a Proposal;
- and those matters set forth in Section 3 of this RFP.

Onondaga County reserves the right to request additional information or documentation from any Proposer(s). Onondaga County reserves the right to reject any and all proposals for any reason.

PREVENTION OF SEXUAL HARASSMENT

Section 201-g of the New York State Labor Law requires employers to adopt a sexual harassment prevention policy, make such policy available to its employees, and provide sexual harassment training to its employees, consistent with model policies, guidance, and regulations developed by the New York State Department of Labor. (<https://www.ny.gov/combatting-sexual-harassment-workplace/employers>)

By submission of this proposal, each Proposer and each person signing on behalf of any Proposer certifies, and in the case of a joint proposal each party thereto certifies as to its own organization, under penalty of perjury, that the Proposer has and has implemented a written policy addressing sexual harassment prevention in the workplace and provides annual sexual harassment prevention training to all of its employees. Such policy shall, at a minimum, meet the requirements of section two hundred one-g of the labor law.

Such certification is consistent with the requirements of New York State Finance Law Section 139-L, which provides that a proposal shall not be considered for award nor shall any award be made to a Proposer who has not completed this certification; provided, however, that if the Proposer cannot make the foregoing certification, such Proposer shall so state at the time of proposal submission and shall furnish with the proposal a signed statement which sets forth in detail the reasons therefor.

By signing below, this proposal shall be deemed to have been authorized by the board of directors of such Proposer, and such authorization shall be deemed to include the signing and submission of such proposal and the inclusion therein of such statement as the act and deed of the corporation.

Under penalty of perjury, by signing below, I submit this proposal on behalf of the firm, and certify that the firm has and has implemented a written policy addressing sexual harassment prevention in the workplace and provides annual sexual harassment prevention training to all of its employees.

Proposer Name: _____ **Date:** _____

Signature of Authorized Person: _____

**Printed Name and Title
of Authorized Person:** _____

REQUEST FOR PROPOSAL

TITLE: Purchase and development of Shoppingtown Mall Site

NUMBER: #20-3510-004