

RADISSON COMMUNITY

OPPORTUNITY FOR DEVELOPMENT



EMPIRE STATE DEVELOPMENT CORPORATION

November 2010

RADISSON COMMUNITY

INVITATION TO BID 347 ACRES OF INDUSTRIAL LAND

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I. INTRODUCTION AND GENERAL INFORMATION

A. INTRODUCTION

The New York State Urban Development Corporation ("UDC"), doing business as the Empire State Development Corporation ("ESDC"), requests bids (each a "Bid") from qualified firms and/or individuals (each a "Bidder") seeking to purchase and develop industrial vacant land within its Radisson Community ("Radisson") in the Town of Lysander ("Town") in Onondaga County, New York.

Five copies of the Bid are due by Noon, December 17, 2010 at the following address:

EMPIRE STATE DEVELOPMENT CORPORATION
633 Third Avenue
34th Floor
New York, New York 10017
Attn: Carol Berens
Telephone: 212-803-3609
cberens@empire.state.ny.us

ESDC reserves the right to reject any or all Bids, to negotiate an agreement with anyone submitting a Bid, or to waive any informalities or irregularities. Issuance of this Invitation does not obligate ESDC to undertake any action. Bids will not be publicly opened.

Bids must be accompanied by a \$250 Bid Guarantee along with the various bid forms as outlined in this RFP. The Bid package shall be plainly marked with the name, current mailing address and telephone number of the Bidder and state: *"Bid for the purchase of Radisson Industrial Land."*

It is the sole responsibility of the Bidder to see that its Bid is received before the submission deadline. A Bidder shall bear all risks associated with delays in mail, courier services or hand delivery.

Requests for clarification with respect to this Invitation to Bid must be submitted in writing by mail or fax to Carol Berens, at the address and fax number indicated above. Responses for clarifications will be posted on the ESDC website, www.esd.ny.gov (click "Corporate Information" and then "RFPs"). Requests to review maps and documents that are in the Radisson Development Office shall be directed to Quinn Hubbard or Deborah Dunn at 315-638-0271.

Specific information concerning Radisson and Corporate Park can be found at www.radissoncommunity.com.



NOTE: UDC changed its name in 1995 to ESDC. For consistency, even though the land is legally in UDC's name, the current name, ESDC, will be used throughout when referencing actions and events by either UDC or ESDC.

B. GOALS

The goal is the disposition of ESDC's industrially-designated land in a way that will produce the best financial return for ESDC. Only Bids offering to purchase the entire area will be considered. The Site will be sold "as-is." ESDC will not be responsible for any land redesignation or extension of any utilities.

The selected Bidder will be the one in ESDC's sole opinion who has the most relevant experience, reputation and creditworthiness.

C. THE SITE

Industrially-designated land with the Radisson Corporate Park comprises approximately 1,200 acres, of which 347 +/- acres remain owned by ESDC (the "Site"). The Site consists of eight (8) scattered parcels located within Radisson north of N.Y.S. Route 31, west of Willett Parkway, east of Sixty Road and south of the power lines as indicated on the attached map (Exhibit 3). The size of the parcels are as follows: 87 acres, 78 acres, 52 acres, 50 acres, 46 acres, 21 acres, 11 acres, 2 acres. The Site also includes railroad tracks and two road crossings.

Utilities

The Site is being sold "as-is." Subsequent developers and purchasers will be responsible for bringing any additional services to the Site and constructing and/or installing any other off-site improvements that may be required such as the extension and/or installation and construction of sanitary sewers, storm sewers, gas, electric, telephone, cable and water facilities if needed. In accordance with the Radisson Corporate Park Development Controls, all utilities must be installed underground. The Radisson Development Office has plans that indicate the location of utilities. ESDC accepts no responsibility for any discrepancy or inaccuracy in the plans. It is the Bidder's responsibility to verify all utility and site condition information.

For more complete information, contact the utilities directly.

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|-----------------|---|
| Water: | Onondaga County Water Authority |
| Sanitary Sewer: | Radisson Sewer District; Contact the Town of Lysander Engineer |
| Drainage: | Radisson Drainage District; Contact the Town of Lysander Engineer |
| Electric: | National Grid |
| Gas: | National Fuel Gas Distribution Corp. |



Rail line: The rail line including the two on-grade crossings are also included in the sale; service is provided by CSX

D. BACKGROUND, EXISTING CONDITIONS AND DEVELOPMENT GUIDELINES

1. History

Radisson began in the early 1970's as part of ESDC's New Community program which also included Roosevelt Island (in New York City) and the Audubon New Community (northeast of Buffalo). Radisson is located on 3,000 acres, 12 miles northwest of Syracuse in the Village of Baldwinsville, within the Town of Lysander. The community's name (which was originally the Lysander New Community) derives from Pierre Esprit Radisson, a French trapper and explorer in the Colonial era, not the hotel chain.

Radisson, a mixed-use community containing housing, recreational, commercial and industrial uses, is home to more than 7,000 residents. Anheuser Busch, Specialized Packaging and McLane-Northeast are among the more than 35 companies and service organizations that are located in Radisson and employ about 3,000 people. A complete listing of companies and amenities can be found on our website at www.radissoncommunity.com.

ESDC constructed much of the existing infrastructure in the Corporate Park. ESDC has been selling larger residential parcels for subdivision by developers and builders. Although most of the Residential land has been sold, not all has been developed to date. All unsold non-industrially-designated land has been or will be given to the RCA for open space use.

2. Zoning, Land Use Controls and Development Controls

Radisson is governed by the Planned Unit Development ("PUD") Section of the Town's Zoning Code and the Radisson General Project Plan ("GPP") and its accompanying Land Use Plan. The Site is approved for "Industrial" use. In addition to our website, www.radissoncommunity.com, the Radisson Land Use Plan can be reviewed at the Radisson Development Office and the Town of Lysander; the Town's Zoning Code is available from the Town of Lysander. Please note that the Land Use Plan (Exhibit 2) can also be found on our website.

The Industrial section of the GPP is as follows:

D. Industrial

(1) Purpose and Intent:

The purpose of the land use controls shall be to enable the development of all types of industry in such a manner that it will be compatible with adjacent residential, commercial and industrial uses, preserve open space, minimize any adverse impact on the environment and provide flexibility in parcelization.



(2) Permitted Uses:

- a. All manufacturing and industrial uses shall be permitted which can be made to conform to the environmental performance standards and other provisions of Radisson's General Project Plan which pertain to the zones in which the use is to be located.
- b. Special uses, approved by UDC or its designee as primary project developer including but not limited to:
 - Community offices, libraries, fire stations, municipal office buildings, etc.
 - Community services such as day care centers, nursing homes, etc.
 - Recreational uses/open space.

(3) Other Controls:

Appropriate regulations regarding ground coverage, setbacks, landscaping, lighting, drainage systems, open storage, parking and loading requirements have been established are included in Appendix C (of GPP).

Approval of site plans is determined by the Town as described in the PUD section of its Zoning Code. Building design (lot coverage, materials, styles, etc.) is guided by the "Radisson Corporate Park Development Controls." (available at www.radissoncommunity.com and as Appendix A to the Land Sale Contract--Exhibit 8). The Town issues building permits.

3. Radisson Community Association

All property at closing becomes subject to the Radisson Declaration of Protective Covenants, Conditions and Restrictions (the "Declaration") which sets forth the responsibilities and obligations of the RCA and Radisson residents and businesses. Among the responsibilities of the RCA is the ownership, maintenance and administration of certain common areas and open space ("Common Property").

Upon completion of a building, a "Certificate of Compliance" stating the structure's built square footage is issued by the Radisson Development Office and submitted to the RCA. The building is then subject to an annual assessment by the RCA. The 2010 assessment rate is \$0.068 per square foot for industrial buildings; other rates apply to other types of buildings. Rates are subject to change.

More information concerning the RCA can be found on its web site, www.radissoncommunity.org.



4. Environmental Review

ESDC Directors have previously approved declarations of no significant effect on the environment in accordance with the State Environmental Quality Review Act ("SEQRA") and the implementing regulations of the New York State Department of Environmental Conservation with respect to the adoption of Radisson's General Project Plan and its various amendments as well as its accompanying Land Use Plan designating the Site for Industrial use.

Sale of the Site on an as-is basis does not require additional environmental review by ESDC. After closing, any Land Use Change would be pursued by the owner of the Site with the Town as Lead Agency. The successful Bidder will be responsible at its own cost after closing to pursue the necessary site plan approvals or Land Use Changes from the Town.

Land on which Radisson is located was once the New York Ordnance Works, a facility built by the United States Department of War to produce picric acid during World War II. Numerous studies have been conducted concerning possible environmental implications of this previous use. All Bidders are encouraged to contact the Radisson Development Office to review copies of any of these studies. Any further environmental investigation will be the responsibility of the Bidder.

The Site is grandfathered under the New York State Department of Environmental Conservation wetlands regulations, but not under the U.S. Army Corps of Engineers regulations. Not all areas of the Site have been delineated for Corps-regulated wetlands; however maps of the three parcels that were determined to have Corps-regulated wetlands in late 2007 are attached as Exhibit 4. Any mitigation of these wetlands to allow for building would have to be negotiated with the Corps by future developers.

A 50 acre site at the northwest corner of the Corporate Park at Sixty Road and the northern border of the Site underwent a Phase IB Cultural Resources Investigation and as a result in October 2008 the New York State Office of Parks, Recreation and Historic Preservation ("OPRHP") opined that development would have no impact on cultural resources on that parcel. For the remaining land, a covenant may be required by OPRHP for it to have approval of proposed development. As sample covenant is attached to the Contract of Sale as Appendix B.

5. Due Diligence

There will be a due diligence period of 90 days commencing after signing of a Land Sale contract.



II. SUBMISSION REQUIREMENTS

A. PROCEDURES AND CONDITIONS FOR RESPONDING TO RFP

1. Confidentiality

Please note that ESDC is a state public benefit corporation and, as such its work and materials submitted to it are subject to the Freedom of Information Law ("FOIL"). If a Bidder must provide material of a confidential nature and not intended for disclosure to third parties, the Bidder should clearly indicate the specific information it deems to be confidential.

ESDC assumes no responsibility for any loss or damage that may result from any determination requiring the disclosure of information pursuant to the Freedom of Information Law.

2. Representations and Conditions

a. All bids must be submitted in accordance with the provisions, requirements, terms and conditions contained herein. Bids which are contingent or which are submitted in any other form, will not be considered. ESDC seeks bids only for the entire Property. Bids for less than the entire Property will not be considered.

b. Any reasonable inquiry to determine the responsibility of a Bidder may be undertaken. The submission of a Bid shall constitute permission by the Bidder for ESDC to verify all information contained therein. If ESDC deems it necessary, additional information may be requested from the Bidder. Failure to comply with any such request may disqualify a Bidder from further consideration. The Bidder shall disclose any and all current or pending litigation actions which are related, directly or indirectly, to other contracts of similar land development nature.

B. ORGANIZATION OF BID

All responses must include the names of the principals involved and their qualifications. Bidders are free to submit any material/data not specifically requested for consideration, such as sales brochures, photographs of past projects, promotional material, generalized narrative or supplementary information and graphic materials. Five (5) copies of responses are to be submitted

The following information is required:

1. Bid Form (Exhibit 5)

Bidders must indicate the price offered to purchase the Site by submitting a Bid Form.



2. Affidavit of Non-Collusion (Exhibit 6)

Bidders must submit a signed and notarized affidavit affirming that its Bid was arrived at without collusion, consultation, communication or agreement for the purpose of restricting competition and that no attempt was made or will be made by Bidder to induce any other person, partnership or corporation to submit or not to submit a Bid for the purpose of restricting competition.

3. State Finance Law Sections 139-j and 139-k (Exhibit 7)

State Finance Law Sections 139-j and 139-k (collectively, the “Procurement Requirements”) apply to this solicitation. These Procurement Requirements (1) govern permissible communications between potential respondents and ESDC or other involved governmental entities with respect to this solicitation during the procurement process; (2) provide for increased disclosure in the public procurement process through identification of persons or organizations whose function is to influence procurement contracts, public works agreements and real property transactions; and (3) establish sanctions for knowing and willful violations of the provisions of the Procurement Requirements, including disqualification from eligibility for an award of any contract pursuant to this solicitation.

Compliance with the Procurement Requirements requires that (x) all communications regarding this solicitation, from the issuance of this solicitation through final award and approval of any resulting contract (the “Restricted Period”), be conducted only with the contact person(s) listed below; (y) the completion by respondents of the Contractor Disclosure of Contacts Form, the Offerer Disclosure of Prior Non-Responsibility Determinations and the Offerer’s Affirmation of Understanding of and Agreement pursuant to State Finance Law, copies of which are attached to this solicitation as in V. “ Bid Requirements”; and (z) periodic updating of such forms during the term of any contract resulting from this solicitation. Respondents must submit each of these three forms, properly completed, as part of their proposals. The Procurement Requirements also require ESDC employees to obtain and report certain information when contacted by prospective bidders during the Restricted Period, make a determination of the responsibility of bidders and make all such information publicly available in accordance with applicable law. If a prospective bidder is found to have knowingly and willfully violated the State Finance Law provisions, that prospective bidder and its subsidiaries, related or successor entities will be determined to be a non-responsible bidder and will not be awarded any contract issued pursuant to this solicitation. In addition, two such findings of non-responsibility within a four-year period can result in debarment from obtaining any New York State governmental procurement contract.

A copy of State Finance Law Sections 139-j and 139-k can be found at <http://www.ogs.state.ny.us/aboutogs/regulations/advisoryCouncil/StatutoryReferences.html> . All potential Respondents are solely responsible for full compliance with the Procurement Requirements.



ALL QUESTIONS, COMMENTS, REQUESTS FOR CLARIFICATION AND OTHER COMMUNICATIONS REGARDING THIS SOLICITATION ARE TO BE SUBMITTED TO ESDC'S VICE PRESIDENT/NEW COMMUNITIES, CAROL BERENS, AS INDICATED IN SECTION " I. INTRODUCTION." DEBORAH DUNN AND QUINN HUBBARD MAY BE CONTACTED AT THE RADISSON DEVELOPMENT OFFICE. CONTACT WITH ANY OTHER PERSON REGARDING THIS SOLICITATION IS PROHIBITED BY LAW. All questions and requests for clarification will be responded to in writing and disseminated to all persons and organizations having expressed an interest in this solicitation.

4. Land Sale Contract (Exhibit 8)

A standard form Land Sale Contract (Exhibit 8) including Appendices is attached for Bidders information.

5. Experience

A statement of Bidder's business experience in the planning, development, sales and/or management of large-scale industrial land development projects.

6. Financial Capability:

Each Bidder must submit sufficient data to substantiate that the proposed Purchase Price can be promptly paid. Data should include the sources, amounts, terms and conditions of financing and the Bidder's equity to be employed in the transaction.

C. ADDITIONAL INFORMATION

ESDC may request additional information from any person, firm or corporation submitting a Bid.

D. BID GUARANTEE

1. Each Bidder shall submit with its Bid to the New York office either a cashier's or certified check made payable to the order of ESDC in the amount of **TWO HUNDRED FIFTY DOLLARS (\$250)** ("**Bid Guarantee**"). This amount shall be payable as a guarantee that, if chosen, the Bidder will enter into a contract for the purchase of a parcel. **No** Bid will be considered unless it is accompanied by this Bid Guarantee.
2. Bid Guarantees will be kept by ESDC for as long as a Bidder is under consideration. Bid Guarantees will be returned without interest if the Bid is not accepted.
3. The Bid Guarantees accompanying the selected Bids will be credited toward the required ten (10%) deposit of the purchase price. If the selected Bidder does not execute the Contract of Sale, the Bid Guarantee will be retained by ESDC as damages.



III. SELECTION PROCESS AND EVALUATION CRITERIA

A. SELECTION PROCESS

It is anticipated that ESDC will be able to identify the best responsible Bids within one month of the response date. In reviewing and evaluating bids and preparing recommendations for the ESDC Directors, ESDC will consider such criteria (all criteria considered by ESDC being referred to collectively as the "Selection Criteria") that, in ESDC's sole and absolute discretion, are in the best interests of ESDC. The criteria listed below are of significant concern to ESDC:

- a. The amount of the bid;
- b. Bidder's qualifications and financial capability;
- c. Bidder's compliance with the requirements, provisions, terms and conditions of this RFP;
- d. Bidder's integrity and previous record of performance and dealings with any state, municipal and federal entities, including, without limiting the foregoing, ESDC.

B. SCHEDULE

1. If a Bidder is selected ("Selected Bidder"), it will, upon being informed by ESDC, have 15 days to submit a check representing ten percent (10%) of the purchase price less the Bid Guarantee (the "Deposit") along with a signed contract, as attached as Exhibit 8.
2. Upon the receipt of the Deposit, a ninety (90) day due diligence period for inspecting the Site will commence. During this due diligence period purchaser can cancel the Contract and receive the return of its Deposit. Please see Contract for fuller explanation of due diligence language
3. Upon the expiration of the Due Diligence period, ESDC staff will recommend and seek authorization from the ESDC Directors to sell the Site to the Selected Bidder. The recommendation shall be rendered at a regular meeting of the Directors. Upon ESDC Directors approval, ESDC will execute the Contract.
4. Closing will occur as soon as possible after the expiration of the due diligence period. Before closing, an ESDC-mandated public hearing must be advertised and held.



IV GENERAL CONDITIONS

A. AFFIRMATIVE ACTION

ESDC's Non-Discrimination policy and its Affirmative Action program will apply in the sale of the Site. The purchaser and every successor in interest to the Site shall not discriminate because of race, creed, color, sex or national origin. This covenant shall run with the land in perpetuity.

B. BROKERS

Bids shall be accepted from principals only. No brokerage fees, finder's fees, commissions or other compensation will be payable by ESDC in connection with the selection of the developer or disposition of the Site.

