



**Cohoes Co-Development Committee
Request for Proposals (RFP)
Acquisition and Redevelopment of
222-230 Remsen Street and 23 Columbia Street Cohoes, NY 12047**



ISSUED: February 8, 2024
PROPOSALS DUE: 4:00 P.M. March 14, 2024.

City of Cohoes
(Cohoes City Hall)
97 Mohawk Street
Cohoes, NY 12047



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SECTION 1: INTRODUCTION

The Cohoes Industrial Development Agency (CIDA) and Cohoes Local Development Corporation (CLDC) have formed the Cohoes Co-Development Committee (CCDC). The CCDC is currently inviting proposals (referred to as "Proposals") from qualified Contractors/Developers for the development of a prime real estate property located at 222-230 Remsen Street and 23 Columbia Street in Cohoes, New York (referred to as the "Premises").

The selected proposal will be chosen based on its ability to present a comprehensive plan that aligns with the priorities outlined below. Additionally, the Developer's past experience and current financial capacity will be key factors in determining the likelihood of successful implementation.

The CCDC invites qualified parties to submit proposals that create a high-quality construction and advances community priorities (the "Project"). Each party that submits a Proposal to this Request for Proposals ("RFP") is referred to herein as a "Respondent." A Respondent who is conditionally designated through this RFP process is referred to herein as a "Designated Developer."

The CCDC reserves all rights to reject any or all Proposals and to negotiate contract terms and conditions, including, without limitation, the proposed purchase price, in the best interests of CCDC. The final award will only be granted upon the selected Respondent(s) and the CCDC entering a purchase contract(s) that incorporate the agreed upon terms of the Proposal. Any contracts or agreements, including, without limitation, agreements that convey an interest in real property owned by the CCDC shall be contingent upon approval by CIDA and CLDC Boards and in accordance with their respective requirements for disposing of real property.

The issuance of this RFP and the submission of a Proposal by a Respondent or the acceptance of such a Proposal by the CCDC does not obligate either organization in any manner.

CCDC reserves the right to:

1. Amend, modify or withdraw this RFP;
2. Revise any requirement of this RFP;
3. Require supplemental statements or information from any Respondent;
4. Extend the deadline for submission of Proposal hereto;
5. Negotiate potential contract terms with any Respondent to this RFP;
6. Hold discussions with any Respondent to this RFP to correct and/or clarify a Proposal which does not conform to the instructions contained herein;
7. Cancel, or reissue in whole or in part, this RFP, if the CCDC determines in its sole discretion that it is its best interest to do so; and
8. Select one, multiple or no Respondents to this RFP



The CCDC may exercise the foregoing rights at any time without notice and without liability to any Respondent or any other party for its expenses incurred in preparation of a Proposal or otherwise. All costs associated with the submission of a Proposal to this RFP will be at the sole cost and expense of the Respondent. 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 CCDC upon the request of any person unless the content of the document falls under a specific exemption to disclosure. In addition, all Proposals may be discussed at meetings of the CCDC, which are subject to the Open Meetings Law.

1.1 About the CCDC

The City of Cohoes Industrial Development Agency (the “Agency”) is authorized and empowered by the provisions of Chapter 1030 of the 1969 Laws of New York, constituting Title 1 of Article 18-A of the General Municipal Law, Chapter 24 of the Consolidated Laws of New York, as amended (the “Enabling Act”) and Chapter 313 of the 1972 Laws of New York, as amended, constituting Section 896-a of said General Municipal Law (said Chapter and the Enabling Act being hereinafter collectively referred to as the “Act”) to promote, develop, encourage and assist in the acquiring, constructing, reconstructing, improving, maintaining, equipping and furnishing of commercial facilities, among others, for the purpose of promoting, attracting and developing economically sound commerce and industry to advance the job opportunities, health, general prosperity and economic welfare of the people of the State of New York, to improve their prosperity and standard of living, and to prevent unemployment and economic deterioration; and

The City of Cohoes Local Development Corporation (the “CLDC”) was formed pursuant to Article 14 of the New York State Not-For-Profit Corporation law. The mission of the CLDC is to plan and promote, and if necessary, to coordinate and execute programs in the City of Cohoes aimed at improving the quality of life of its residents by developing new approaches and methods where necessary and proper. To achieve certain charitable objectives and public purposes of relieving and reducing unemployment, promoting and providing for additional and maximum employment, bettering and maintaining Job opportunities within the City of Cohoes, carrying on scientific research for the purpose of aiding the City of Cohoes by attracting I new Industry to the City of Cohoes or by encouraging the development of, or retention of, an Industry in the City of Cohoes and lessening the burdens of government and acting in the public interest.

1.2 Vision for the Project

The Remsen Street Corridor epitomizes a visionary concept, seamlessly connecting the Historic Cohoes' Central Business District to the surrounding neighborhoods in a vibrant and compact manner. This historic corridor has evolved over time, adeptly meeting the needs of an early



industrial society, and stands as a testament to the city's rich heritage and cultural significance. Cohoes is now committed to reimagining urban planning by combining New Urbanist and Green Urbanism models. This approach includes mixed-use and form-based code zoning, prioritizing accessibility and walkability, as well as creating charming, distinctively designed streetscapes that are scaled for comfort and adorned with green community spaces, cultural offerings, and a variety of food and services. These elements collectively contribute to the city's allure, appealing to families, millennials, empty-nesters, retirees, as well as entrepreneurs and investors who are drawn to the dynamic and vibrant community that Cohoes embodies. The city continues to enhance and build upon these qualities.

While the specific vision for the property's development is still evolving, the CCDC and the City will carefully assess developer proposals based on their alignment with the vision of the Remsen Street Corridor, potential for job creation, market demand, and overall economic and financial benefits to the City. The CCDC will explore a range of development opportunities, taking into account that all proposals will require approval from the Cohoes Planning Board and the Historic Preservation and Architectural Review Board.

1.3 Project Background

In 2017, a devastating fire ravaged the historic buildings that comprise the development cluster under consideration. Collaborating closely with the city, the CCDC ensured that the completion of the Remsen Streetscape enhancements aligned with future development plans for the site. This collaborative effort includes Phase I & II Environmental Assessments, a hazardous materials report on the existing structure at 230 Remsen, and proactive inclusion of stormwater, water, sewer, and gas infrastructure on the site as part of the streetscape enhancement project.

Through this Request for Proposals (RFP), the CCDC is actively seeking responses from responsible and responsive parties to plan, finance, and implement the purchase and redevelopment of the site, as outlined in the RFP.

The CCDC is looking for creative and experienced firms that can provide comprehensive retail market at a minimum, the following market sectors:

- a. Retail (local vs. national)
- b. Office
- c. Hospitality/Entertainment
- d. Dining
- e. Residential



SECTION 2: REQUEST FOR RESPONSES SUMMARY AND SCHEDULE

Request for Proposal Title: Cohoes Co-Development Committee Request for Proposals (RFP)
Acquisition and Redevelopment of 222-230 Remsen Street and 23
Columbia Street Cohoes, NY 12047

Solicitation Coordinator: Peter Frangie Executive Director CIDA

Contact Information: 518-577-7255 (Office)

Response Delivery

Location: Cohoes City Hall
97 Mohawk Street, Room Comptroller
Cohoe, NY 12047

Response Due Date: **Thursday, March 14, 2024, by 4:00 PM (Eastern Time)**

Submit three (3) hardcopies (comprised of one (1) original and two (2) copies) and three (3) electronic responses (each on a separate USB flash drive) to the solicitation coordinator.

2.1 Sole Point of Contact

The Sole Point of Contact for this RFP is Peter Frangie, Executive Director. Peter Frangie can be reached by phone at **518-577-7255** or email at Frangie.cohoesida@gmail.com Direct all questions, comments or requests for clarification or change regarding this RFP or the anticipated contract(s) to this individual.

Respondents must not communicate directly or by proxy with any other employees or board members of the CCDC regarding this RFP, except upon invitation by the CCDC in a formal interview by this RFP's designated Sole Point of Contact. Respondents that violate this requirement are subject to disqualification from this and future procurement opportunities. As part of the response to RFP, Respondents will sign a non-collusive bidding certification as well as a "no-contact" affidavit. The CCDC will not hold "one-on-one" meetings with any interested party during the RFP process outside of a formal interview. Any communication made to the Sole Point of Contract is required to be disclosed by state law.

All questions submitted by interested parties shall be posted on the Agency's website with the official response. The applicant is encouraged to review the website for updated information prior to submitting a bid.



2.2 RFP Timeline

The CCDC reserves the right to change this schedule, without limitation, for any reason.

Solicitation or Contract Award Event	Date/Time (EST)
Request for Proposals Issued	Thursday February 8, 2024
Deadline for Questions	Thursday February 22, 2024 by 4:00 PM
Deadline for CCDC Responses to Questions	Wednesday February 28, 2024 by 4:00 PM
Response Due Date and Time (No Later Than)	Thursday, March 14, 2024 by 4:00 PM
Finalist Interviews (optional, tentative)	TBD
Notice of Award	TBD

^ Organizations, businesses, or other entities interested in collaborating with prospective Respondents are invited and encouraged to express interest through the process described in the RFP.

SECTION 3: SITE CONTEXT AND DESCRIPTION

3.1 Property Description

Key Property Attributes of Site*					
Tax ID Number	Address	Year Built	Type	Lot Size	Building Square Footage
10.67-5-15	23 Columbia Street	N/A	Lot	1,872 sqft (.04 acres)	N/A
10.67-5-16	230 Remsen Street	1939	Building (Former Service Station)	11,032 sqft (.30 acres)	1,601 sqft
10.67-5-17	228 Remsen Street	N/A	Lot	2,286 sqft (.06 acres)	N/A
10.67-5-18	226 Remsen Street	N/A	Lot	2,286 sqft (.06 acres)	N/A
10.67-5-19	224 Remsen Street	N/A	Lot	2,286 sqft (.06 acres)	N/A
10.67-5-20	222 Remsen Street	N/A	Lot	2,286 sqft (.06 acres)	N/A

*Based on best available information, some numbers are approximations, the CCDC makes no representations or warranties regarding the accuracy of this information.

The site consists of the following six (6) parcels. Historic records indicate that the southern portion of the 230 Remsen Street parcel had an auto service and filling station as early as 1939. Prior to the service station, the parcel reportedly housed residential and various commercial occupants dating back to the late 1800s. These occupants included a barber shop (1902-1963), a radio and electric service shop (1948-1963), a building used for an unspecified "cleaning" purpose (1925), a grocery store (1885-1910), a tailor (1891), paint storage (1896), an ice cream



shop (1896-1902), and a saloon (1885-1910).

The parcels at 222, 224, 226, and 228 Remsen Street and 23 Columbia Street have been vacant since a fire incident on November 30, 2017, originating at 228 Remsen Street. Prior to the 2017 fire, the 222 Remsen Street parcel had a residential garage dating back to the 1940s. A 1925 Sanborn Fire Insurance Map indicates that the 222 Remsen Street parcel used to have a tin shop. The parcel seems to have historically featured a dwelling in the 1880s and a shed in the early 1900s.

The parcels at 224 through 228 Remsen Street and 23 Columbia Street were historically occupied by three-story residential buildings with first-floor commercial spaces that were utilized to varying degrees from the 1950s to the 1990s. The buildings were used for residential purposes since the late 1800s until they were destroyed by the fire.

3.2 Site Access and Surrounding Area

Downtown Cohoes, nestled in the city of Cohoes, New York, is a vibrant and charming area known for its historical significance and architectural beauty. One of its main thoroughfares, Remsen Street, showcases the city's rich heritage with a fusion of old and new structures reflecting various architectural styles.

Over the past three and a half years, Cohoes has experienced significant growth and development, with the city securing \$35 million in grant funding. This funding has been instrumental in supporting various projects, including streetscape improvements on Remsen and Columbia, which flank both sides of the site. These completed and ongoing streetscape projects have enhanced the visual appeal and pedestrian experience along these streets.

Furthermore, Cohoes was awarded a \$10 million Downtown Revitalization Initiative Award, within which this project falls. This substantial investment demonstrates the commitment to revitalizing downtown Cohoes and further enhancing its appeal as a vibrant urban center. As you stroll along Remsen Street, you'll witness the positive impact of these investments. The streetscape improvements, supported by the grant funding, have contributed to the overall beautification and enhancement of the area. Cohoes' dedication to creating an inviting and engaging environment is evident in the ongoing revitalization efforts.

Beyond the physical improvements, the grant funding has allowed for the implementation of various initiatives aimed at attracting businesses, promoting economic growth, and creating a thriving community. Cohoes' commitment to leveraging these funds for the betterment of the city demonstrates its forward-thinking approach and determination to create a vibrant and sustainable future.

Cohoes, New York, is not only a charming city but also strategically located at the confluence of the Mohawk and Hudson rivers. With a population of approximately 18,200 residents, Cohoes



enjoys a central location within the larger Capital Region metros. This positioning creates a significant commuter base of over 180,000 people, all within a 15-minute drive of the city.

While Cohoes boasts excellent connectivity to larger metropolitan areas, it offers unique advantages that make it an attractive place to live and work. Its thriving downtown area, housing options, and strong sense of community make it a desirable destination. The city's talented workforce is ready to support its continued growth and development, presenting an opportunity to retain and recapture a considerable portion of the commuting population.

Cohoes is particularly appealing to millennials seeking job opportunities. In a recent Nerdwallet study, it ranked 16th among the best places for millennial job seekers in New York State, surpassing other cities in the Capital Region. Cohoes offers a vibrant and growing appeal as a small city with affordable living, downtown attractions, and recreational offerings.

With its rich history, promising economic prospects, and a growing population, Cohoes continues to establish itself as a dynamic and sought-after city within the Capital Region. Whether you're drawn to its historical charm, thriving downtown, or welcoming community, Cohoes has something special to offer residents and newcomers alike.



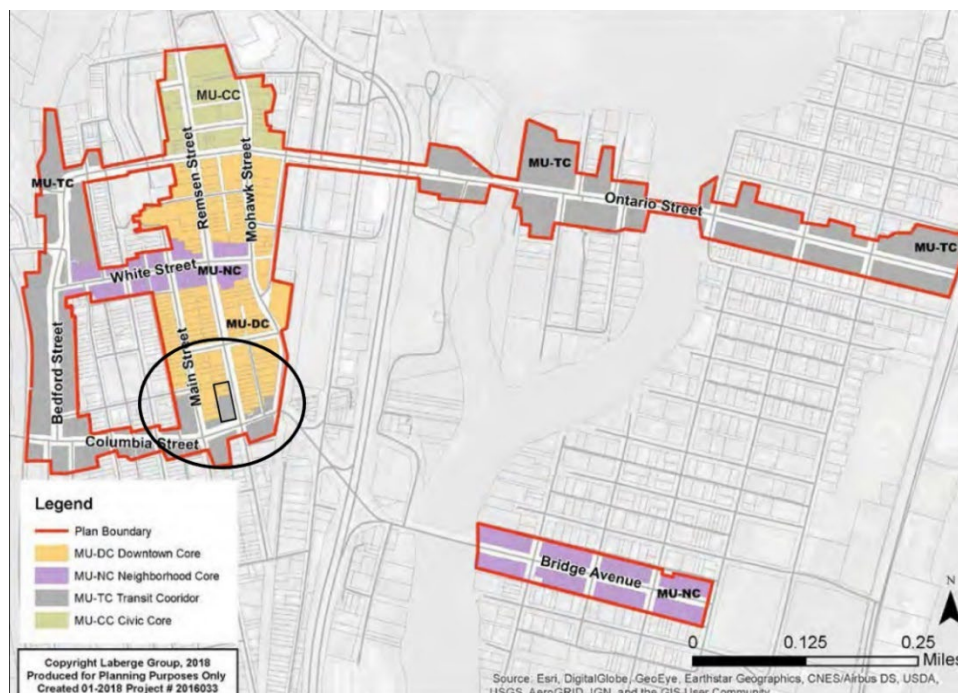
3.3 Zoning and Allowable Land Uses

The City of Cohoes recently adopted a form-based code zoning district. The Properties are in the Mixed-Use Downtown Core (MU-DC) form-based code zoning district (222-228 Remsen) and the Mixed Use-Transit Corridor (MU-TC) form based-code zoning district (23 Columbia and 230 Remsen Street).

The MU-DC designation permits buildings between 35’ and 45’ in height. The purpose of the district is to develop into a dense neighborhood embracing smart growth principles outlined in the City’s Comprehensive Plan. Frontage lines should be consistent and there should be a seamless interaction between the street and street-level businesses. Local retailers should be able to express their products through appropriate signage and street furniture that improves the streetscape. Off-street parking should be limited and shared when applicable and a diverse mix of alternative travelers, including bicyclists and pedestrians, will be accommodated in order to create a walkable and vibrant mixed-use downtown core.

The MU-TC designation permits buildings between 15’ and 35’ in height. The purpose of the district is to serve as a connector between major thoroughfares and the downtown. Ontario Street is the site of a new BusPlus Rapid Transit stop, which will create more regional connectivity and bring new visitors from surrounding communities. The transit corridor will also allow for new transit-oriented development near the city core and provide a range of local services and housing types. Setting standards for bicycle routes and appropriate pedestrian traffic will transition this automobile-oriented corridor organically into comprehensive complete streets.

The site is further located within the Historic Overlay District which intended to preserve and protect the historic or architecturally worthy buildings, structures, sites, monuments, streetscapes, squares, and neighborhoods of the Historic Overlay District. In all zoning districts lying within the boundaries of the Historic Overlay Districts, the regulations for both the zoning district and the Historic Overlay District shall apply.



More information regarding zoning and allowable uses for the Site can be found in the City of Cohoes’s [Zoning and Land Use Regulations](#).



3.4 Utilities

The site boasts convenient access to essential utilities, including natural gas and electric service provided by National Grid, as well as water, storm, and sewer services from the City of Cohoes. Notably, the Remsen Street Phase III streetscape project, which reached completion in the Fall of 2022, demonstrated the proactive efforts of the CCDC, City of Cohoes, and National Grid. This collaborative initiative led to the installation of a new storm line and catch basins, which were extended to the site. Furthermore, water and gas lines were seamlessly integrated, ensuring their availability for immediate connection. Detailed documentation, encompassing the as-built records of the project, including the anticipated replication of streetscape improvements in front of the site, can be readily furnished upon request. Additionally, plans are presently in progress for the provision of electric and sewer services from Columbia Street. These plans are being developed as part of a design and construction grant facilitated by the U.S. Department of Transportation.

The Designated Developer will have to establish its own connections to the services mentioned above.

3.5 Environmental Conditions

Phase I and II Environmental Site Assessments (ESAs) were conducted in August 2022 for three out of the six parcels comprising the Site. These assessments covered the vacant lots at 222 and 226 Remsen Street, as well as the Former Service Station at 230 Remsen Street. Additionally, a Limited Hazardous Materials Survey was conducted specifically for the service station at 230 Remsen Street.

C.T. Male Associates provided the following conclusions and recommendations, extracted from the full reports available upon request. Furthermore, it is important to note that the open spill closure report referenced in the Phase II ESA (Spill #2203254) has been officially closed by the Department of Environmental Conservation. A letter of no further action required was sent by Josh Utberg, Region 4 Environmental Program Specialist, on March 23, 2023.

Phase II ESA Conclusions:

Phase II ESA has been conducted at the Vacant Lots at 222 and 226 Remsen Street and Former Langley Service Station Site in relation to RECs identified during the completion of a Phase I ESA of the site. The Phase II ESA included the completion of a GPR survey, and a subsurface investigation which included the advancement of ten (10) soil borings which four (4) were converted to monitoring wells; the collection of soil samples for field vapor screening and laboratory analysis; and the collection of groundwater samples for laboratory analysis.

Anomalies consistent with USTs were not identified during the GPR survey. Anomalies were



identified associated with former USTs including lines between the former tank graves and existing vent pipes, both to the north and south of the garage building, and linear anomalies consistent with lines from the tank grave areas to the concrete pad believed to be associated with the former pump island. Other anomalies identified on the site appeared consistent with utilities including communication and electrical lines. It is noted that the results of the GPR survey are not a guarantee that USTs or other features do not exist beneath the site.

The soils within the site and to the depths explored (up to 9.5 feet bgs) consisted primarily of sand and gravel with occurrences of silt and clay above shallow weathered shale bedrock. Evidence of fill materials was noted in three (3) of the ten (10) borings consisting of brick and charcoal in depths up to approximately 7.75 feet bgs. Petrochemical related odors and/or staining were identified in the soils recovered from three (3) of the soil borings. Petrochemical odors and gray staining were noted from approximately 4 to 6.5 feet bgs in the soils recovered from GP-5, located in the area of the pump island, with the highest PID reading at 19.6 ppm; petrochemical odors with some staining in the soils from GP-6, located in the area of the former kerosene USTs, from approximately 6 to 9.5 feet bgs with the highest PID reading at 52.5 ppm; and at GP-10, located in the area of the former gasoline USTs, from 6 to 8 feet bgs where petrochemical odors and staining were noted with a PID reading of 143 ppm. On the basis of the elevated PID readings coupled with the petrochemical related odors and staining, the NYSDEC spill hotline was called and notified of these findings. Spill No. 2203254 was assigned to the site.

Water was encountered at four (4) of the ten (10) borings. Petrochemical type odors or sheens were not noted in the groundwater samples collected from MW-5 or MW-6. A slight sheen was noted on the groundwater collected from MW-7; however, petrochemical type odors were not noted. A slight petroleum odor was noted in the groundwater collected from MW-10; however, no sheens were present. Groundwater was encountered at depths ranging from approximately 4.91 feet bgs to approximately 6.31 feet bgs during groundwater sampling activities. As noted, the water encountered may represent perched water above bedrock.

VOCs were detected above Unrestricted Use/CP-51 SCOs in two (2) of eight (8) soil samples. Four (4) VOCs including 1,2-dichloroethane, acetone, benzene and xylene were detected in the sample above SCOs from GP-5 and xylene and 1,2,4-trimethylbenzene were detected above SCOs in the sample from GP-10. These samples exhibited elevated PID readings, staining and petrochemical type odors. SVOCs were not detected above their respective NYSDEC Unrestricted Use/CP-51 SCOs in the soil samples.

VOCs were detected in one (1) of the four (4) groundwater samples above NYSDEC groundwater standards. 1,2,4-Trimethylbenzene, 1,2,5-trimethylbenzene, benzene, and n-propylbenzene were detected above groundwater standards in the sample collected from MW-10. Six (6) SVOCs were also detected above groundwater standards/guidance values in the sample from MW-10. Six (6) SVOCs were detected above groundwater standards/guidance values at MW-5 and five (5) SVOCs were detected above groundwater standards/guidance values at MW-6. The presence of SVOCs in groundwater may be attributable to the presence of fill materials



beneath the site.

Phase II ESA Recommendations:

As an active spill is listed for the site, this report should be submitted to Mr. Joshua Utberg of the NYSDEC (joshua.utberg@dec.ny.gov) for review and comment and to determine if additional investigation or remedial activities are required by NYSDEC. It is recommended that the underground hydraulic lift and associated reservoir within the site building be removed from the site. At the time of removal, the soils in the vicinity of the hydraulic components should be assessed for evidence of impacts. The findings and conclusions of this Phase II ESA represent the site conditions as disclosed through the investigations performed at the time completed and may not be representative of the entire site.

Limited Hazardous Materials Survey Conclusions & Recommendations:

Asbestos Containing Materials

Based upon observations during the inspection and the laboratory analysis results, no asbestos containing materials were located at 230 Remsen Street in Cohoes, NY. Per the requirements of NYSDOL Industrial Code Rule 56 (as amended January 12, 2006), the building owner shall transmit copies of this inspection pre-renovation report to 1) the local agency charged with issuing the building demolition/renovation permit; 2) the local Asbestos Control Bureau Office (Albany District, State Office Campus, Building 12 Room 157, Albany, New York 12240); and 3) as required, this report is to be kept on site during any abatement activities and/or demolition, renovation, remodeling or repair activities.

Lead-Based Paint

Based on the sample results, and the age of the structure, all paints should be considered lead-containing, however paints associated with interior concrete block walls, wood windows, and wood window trim are lead containing well above levels set by the EPA and New York State (0.5% by weight or 5000 mg/kg (ppm)) and are therefore considered lead-based paints.

Mold

No evidence of gross visual surface mold was detected at the interior of the structure during C.T. Male's assessment. The building was dry and appeared to have adequate ventilation. The observations were made per the requirements of the Article 32 Mold Legislation enacted on January 1, 2016.

Universal Waste

At the time of the site visit, various items including engine coolant, a refrigerant recharge tank, air compressor, hydraulic lifts, fluorescent bulbs, and fluorescent light fixture ballasts remained in the building from its time in operation as a service station. The structure is also currently being used to store miscellaneous items and equipment including large commercial coolers, propane tanks, shelving, tub surrounds, furniture, recessed lighting, and windows. If these materials are



deemed unusable in the future and require disposal, the materials should be properly characterized for handling as a non-hazardous waste, a hazardous waste, or a universal waste. Manufacturer's recommendations relative to disposal of products are generally available by consulting the material's Safety Data Sheet (SDS) or in their absence analytical testing or generator knowledge is used to evaluate disposal. Until such time as these materials are determined to require discarding, they should be stored in accordance with manufacturer's recommendations. Approximate locations and quantities of the items are listed below:

Mechanical Room

Fluorescent Bulbs – 4
Fluorescent Light Ballasts – 1

Service Office

Fluorescent Bulbs – 8
Fluorescent Light Ballasts – 2

Garage

Engine Coolant (5-gallon jugs) – 2
Refrigerant Recharge Tank (5-gallon) – 1
Air Compressor – 1
Hydraulic Lifts – 2
Fluorescent Bulbs – 40
Fluorescent Light Ballasts – 10
Propane Tanks – 3
Commercial Coolers - 4

3.6 Building Code Requirements:

Any proposed development on the Site must adhere to the relevant Federal, State, and Municipal Codes. Proposals that integrate Renewable Energy will receive favorable consideration. Moreover, Projects capable of achieving Carbon Neutral status will be given even greater preference. In such instances, the City will collaborate closely with the Selected Developer and the New York State Energy Research & Development Authority (NYSERDA) to explore potential grant funding options. These grants from NYSERDA can help offset development costs and facilitate the implementation of sustainable initiatives.

3.7 Ownership and Taxes

The Site is currently divided into six parcels, all owned by the CCDC.

Eligible projects or project components may qualify for property tax exemptions, and Respondents should consult the relevant statutes, rules, and programs for details on tax exemption programs. In response to this RFP, Respondents shall specify which tax exemption



program(s), if any, they intend to apply for. It is the Designated Developer's responsibility to apply for and fulfill the requirements of any specific tax benefit program(s). Applications for tax exemption programs are reviewed by the CIDA and are not automatic or guaranteed.

SECTION 4: DEVELOPMENT REQUIREMENTS

4.1 Development Objectives

The Project's development objectives are driven by a vision to achieve transformative and exceptional outcomes that cater to a diverse array of development types. Its aim is to seamlessly integrate various elements, such as Retail, Office, Hospitality/Entertainment and Dining.. Moreover, the preservation and celebration of the area's rich historical significance hold paramount importance. The Project strongly emphasizes the incorporation of sustainable clean energy practices, which serves as a testament to its unwavering commitment to environmental stewardship. These multifaceted Development Objectives extend further to establish an inviting gateway to the Remsen Street and Columbia Street corridors, ensuring an engaging and inclusive experience for all stakeholders.

In alignment with our unwavering dedication to innovation and progress, the CCDC wholeheartedly welcomes and encourages the submission of unconventional and out-of-the-box concepts and development scenarios. We firmly acknowledge that transformative development can transcend the boundaries of traditional mixed-use models. As such, we are excited to receive proposals that bring fresh and unique perspectives to downtown revitalization. The CCDC eagerly embraces creative approaches that have the potential to reshape the urban landscape and contribute significantly to the overall transformation of the downtown area.

Responses may include, but are not limited to, the adaptive reuse of existing structures, new construction, demolition followed by new construction or a combination of approaches necessary to achieve the Development Objectives, provided that all Properties that comprise the Site are included in the Response.

Responses must address as many of the following Community Priorities in Section 4.2 as possible.

4.2 Community Priorities

The CCDC is deeply committed to promoting the equitable redevelopment of vacant properties in Downtown Cohoes, with a strong focus on expanding housing options and fostering economic opportunities. The ultimate objective is to cultivate thriving, sustainable neighborhoods that cater to the needs of all residents. In line with this overarching goal, Responses are expected to comprehensively address as many of the following Community Priorities as possible:



- **Advance economic opportunity.** The CCDC is dedicated to fostering robust economic development and entrepreneurial opportunities that bring new offerings to the city and corridor. The focus is on creating a diverse range of amenities that cater to the needs of existing residents while enhancing their quality of life. This includes, but is not limited to, the establishment of essential services such as grocery stores providing access to healthy and nutritious food, daycare facilities, communal recreational or fitness centers, as well as offering retail and restaurant opportunities specifically for locally-based small businesses. Furthermore, the emphasis is on generating quality living wage jobs, contributing to the overall prosperity and well-being of the community.
- **Demonstrate meaningful participation of underserved businesses.** Including use of certified Minority-Owned Business Enterprises (“MBE”), Women-Owned Business Enterprises (“WBE”), Service-Disabled Veteran-Owned-Business (“SDVOB”) or other businesses where the majority of the ownership is minority-owned, regardless of certification.
- **Understand and respond to local context.** Respect local community character, cultural diversity, and values. Preserve and strengthen the existing neighborhood, building upon local assets and resources; Responses that incorporate community feedback from Appendix A; Responses that incorporate design standards and recommendations from section [285-169 Mixed-Use Downtown Core \(MU-DC\)](#), section [285-170 Mixed-Use Transit Corridor \(MU-TC\)](#), section [285-44 Historic Overlay District \(HD\)](#) of the City of Cohoes Zoning and Land Use Regulations; Responses consistent with the recommendations set forth in the City of Cohoes [Comprehensive Plan](#).
- **Foster healthy and safe communities and preserve public health.** Create built environments that enhance community health through public amenities (including, but not limited to, walkability, or parks, access to healthy food, improved air quality, and safe and inviting environments.
- **Promote environmental justice and confront climate change.** Help eliminate disproportionate environmental burdens and ensure an equitable share of environmental benefits for existing communities to mitigate and reverse the effects of environmental hazards past and present, through the use of sustainable building materials, incorporation of green infrastructure, and other design and building methods that reduce dependence on fossil fuels and utilize renewable energy sources.
- **Increase accessibility.** Create a built environment that is safe, accessible, and welcoming to people regardless of age, physical condition, or language.

All Respondents must present a financially feasible Project that demonstrates realistic financing and revenue sources to support operations and scheduled payments. The successful Response



will take into consideration neighborhood character and context, quality of life, diversity of the surrounding population, land uses, and local assets, the impacts that the development and intended use of the Site will have on the community, its environment, and its businesses and utilize the real property assemblage and envisioned uses to leverage public and private funds to develop the Site into a vibrant and sustainable commercial development that achieve one or more community priorities. Preferred Responses will have a master plan phased over a reasonable timeframe.

4.3 Participation of the Cohoes Co-Development Committee (CCDC)

Through this open-competitive RFP, the CCDC is seeking a qualified developer to plan, design, secure financing, provide guarantees, and construct a high-quality mixed-use development, and build and operate/lease the commercial components of the development.

In support of accomplishing this vision, the CCDC is available to assist the Designated Developer with community and other stakeholder engagement and provide support to the Designated Developer and state, county, and municipal government to facilitate the Project.

Although the CCDC will retain the right to approve the plan for the Site before the transfer of ownership, the CCDC does not anticipate that it will have a role in the development of the plan for the Site or ownership or operation of the Project. Notwithstanding the foregoing, the CCDC is willing to consider proposals that include a role for the CCDC in the development phase of the Project. The CCDC's proposed role will be considered in evaluating the proposals but will not be the determining factor in selection of the Designated Developer.

In collaboration with the Designated Developer the CCDC may provide additional benefits by and through its statutory authority and capacity as both a New York State Local Development Corporation and Industrial Development Agency under the laws of New York State. To the extent practicable, and as determined solely by the CCDC, benefits to a CCDC/Designated Developer partnership may include, but are not limited to:

- Site control; including access to additional real property that may benefit the Project and stated goals;
- Assistance with additional property acquisitions: including coordination with local stakeholders, property owners and municipal officials regarding additional property acquisitions or other considerations required to support or enhance the Project;
- Local knowledge and existing partnerships: knowledge of local markets and vacant property inventory, awareness of neighborhood, community and municipal priorities, coordination with state and local government officials and agencies, neighborhood/community stakeholders, existing partnerships with non-profit organizations, community development financial institutions and other entities.



4.4 Transaction Structures and Approvals

Upon notification of selection, the Designated Developer will be contacted by the CCDC to enter into a Purchase and Sale Agreement (PSA) with the CIDA and CLDC to acquire fee title to the entire Site by quitclaim deed. The terms of the PSA will include conditions that require the Designated Developer to take ownership of the Site and proceed with development of the Site within a specific period of time not to exceed 36 months. Depending upon economic and other factors, the date for competition may be extended at the sole discretion of the CCDC. Failure to take title to the Site, maintain the Site or to timely commence construction in a manner consistent with the Proposal may result in forfeiture of ownership and recapture of the Site by the CCDC.

The PSA will set forth certain terms and conditions which may include, among other things, that the purchase of the land, financing for the acquisition of the land and for the design-build, and the closing of any tax abatement or grant benefits all take place at the same time.

The Purchase and Sale Agreement shall require the Designated Developer to pay, from the date of its conditional designation until closing, a co-developer's fee that shall cover CCDC's ongoing out-of-pocket costs and expenses incurred in connection with the Project and Site conveyance to the Designated Developer, including but not limited to costs and expenses of environmental consultants, legal counsel, and property maintenance expenses not to exceed 10% of the total project cost.

The Designated Developer's acquisition of the Site, including the land and any and all improvements, buildings and infrastructure, utilities, trade fixtures, machinery and equipment, and any personal property at the Site, will be "AS IS" and "WHERE IS" without any representation, warranty, or guaranty as to quantity, quality, title, character, condition, size, or kind or that the same is in condition or fit to be used for the Designated Developer's purpose.

The Designated Developer will be solely responsible for obtaining financing and all necessary permits, approvals, and licenses for the development of the Site. The CCDC has no responsibility and there is no guaranty for any approvals, permits or licenses for development of the Site.

Should the Designated Developer apply for any tax abatements through the Cohoes Industrial Development Agency and/or apply for any other grant subsidy through the City of Cohoes Downtown Revitalization initiative, please be advised that the project may be subject to NYS prevailing wage requirements for any project over \$5 million. All bids should reflect the appropriate budgeting/costs should the Designated Developer be required to pay prevailing wage. The Designated Developer will be required to post a surety bond in the required amount prior to commencing construction.

In accordance with New York State law, the designation as Designated Developer, the Purchase and Sale Agreement and any other contracts or agreements that convey an interest in real



property owned by CCDC shall be contingent upon approval by each organizations' Board of Directors, at their sole discretion.

Conveyance of the Site to the Designated Developer will be subject to the following: (1) The Developer must take title to the Properties within 180 days of selection as Designated Developer and execute a Purchase and Sale Agreement; and (2) The conveyance will require that the Designated Developer break ground within one year of closing the sale and complete the project or phased project within 3 years of the closing date.

SECTION 5: REQUIRED RESPONSE CONTENT

The following must be submitted with all Responses responding to this RFP. The CCDC reserves the right, in its sole discretion, to reject any Response that is deemed incomplete or nonresponsive to the RFP requirements. The CCDC also reserves the right, in its sole discretion, to reject any and all Responses, and to proceed (or not proceed) with the sale or development of the Site without completing this RFP process.

In evaluating the capabilities of the Respondents, the CCDC may utilize any and all information available (including information not provided by the Respondent). Responses 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 CCDC further reserves the right to ask additional written or oral clarifying questions to all Respondents or to a subset of Respondents.

In addition to the forms required as described in Section 10.15, Required Documents, each complete Response must contain the following elements:

5.1 Respondent Description, Qualifications, and Proposal

Each Respondent must demonstrate that it is a qualifying organization with sufficient financial resources and professional ability to develop the Site in a manner consistent with its Proposal. In order to be considered a "Qualifying Organization," Respondents, firms, organizations or joint ventures of firms or organizations (together as "Respondent Teams") must demonstrate collectively significant experience, expertise and capacity in developing and operating mixed-use projects.

Each Respondent Team must provide examples of at least two (2) completed similar projects in the last ten years for which at least one of the Respondent Team members acted as a developer and/or principal operator of buildings incorporating market rate residential and commercial space.

The CCDC reserves the right to determine whether a Respondent satisfies these requirements



based on the experience of the Respondent Team’s constituent members. Entities that do not meet the above eligibility criteria (e.g. construction contractors, facility managers and operators, providers of design, engineering, surveying, and specialty construction or maintenance services; and/or lenders or other capital providers, legal or financial advisors, or other providers of professional services) may participate in a submission as part of a Respondent Team that includes a “Qualifying Organization” as defined above.

Each response must also include a description of the Respondent Team including:

1. Description of the proposed project:
 - a. Include a project vision containing a detailed narrative of the project;
 - b. Size in acres and/or square feet of the building space and accompanying green space;
 - c. Breakdown of the proposed unit count for both residential and commercial spaces, along with their corresponding square footage;
 - d. For residential units, please include a detailed breakdown of the unit makeup, such as one-bedroom or two-bedroom units;
 - e. Additionally, kindly provide the potential range for rents in the residential units;
 - f. Potential number of parking spaces and their locations; and
 - g. A conceptual design.
 - h. A project proforma. To obtain the Excel template for the project proforma, kindly reach out to the sole point of contact. They will provide you with the necessary information and support in utilizing the template effectively.
2. Description of the Developer’s experience developing the proposed type of project elsewhere (up to three projects):
 - a. Name and location of project(s);
 - b. Description of project(s);
 - c. Completion date of project(s);
 - d. Project Description;
 - e. Total development cost;
 - f. Reference name, email address, telephone; and
 - g. Relevance to this RFP.
3. Description of the Developer’s experience in developing and occupying/leasing commercial/retails space:
 - a. Please provide commercial/retail tenant references.
4. Explanation of the role the Developer’s organization will play in the proposed project and a list of other partners and their roles (if any).
 - a. Please provide names, addresses, phone numbers and emails of each respondent/partner to this RFP. Please also provide Federal Employer Identification Numbers (EIN), proof of qualifications to do business in New



- York; number of years in business; length of experience in development; number of employees; and identify a primary contact person authorized to (a) represent, and (b) bind the Respondents Team;
- b. Description of any prior RFP's/RFQ's that the Respondents Team members were selected but which did not result in a successfully developed project; and
 - c. Documentation addressing whether any participating member of the Respondent Team has been involved in any litigation or legal dispute against the State of New York, Albany County, the City of Cohoes, or any respective agency, department, authority, or subdivision thereof. Documentation addressing whether any participating member of the Respondent Team has been involved in any litigation or legal dispute regarding a real estate venture during the past five years.
5. The Developer should demonstrate its financial capacity to undertake and obtain sufficient capital to implement the proposal.
- a. Respondent should include current operating budget(s) and previous three (3) years of audited financial, including, if available, copies of interim financial statements for each quarter since the last fiscal year for which audited statements are provided.
 - b. Identify proposed subsidy/financing plan. If the financing response includes competitive financing sources, the financing narrative should explain the feasibility of obtaining the proposed sources and/or describe the Respondent's history of successfully applying for the proposed sources.
6. The proposed general timeframe for the development of the Developer's proposed project. If multiple components or phases are planned, include a list of all.
- a. Identify the length of time to reach key milestones, including commencement and completion of design, financing, construction, and tenant lease-up.
 - b. Any contingencies that may affect this timeline should be identified.
7. Description of the benefit(s) your proposed project brings to the city including:
- a. Purchase price for the acquisition of the sites, which at a minimum should be fair market value based;
 - b. Projected property tax revenues from the project;
 - c. Projected sales tax and other revenues from the project (if applicable);
 - d. Projected number of direct jobs;
 - e. How the Project will incorporate community priorities from Section 4.2 of this RFP; and
 - f. Other benefits to the City.
8. Any additional documentation or information evidencing the strength of the Developer
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and their respective team and their ability to complete the project.

9. All Required procurement forms identified in Section 10.15, Required Documents of this RFP.

5.2 Partnership with the Cohoes Co-Development Committee (CCDC) and Proposed Terms

If Respondents desire to partner with the Cohoes Co-Development Committee (CCDC) in connection with Section 4.3 of this RFP, describe the role the CCDC will have in connection with the Project, including:

Ownership / Partnership Structure. Include a narrative describing the proposed structure and relationship between the Respondent and the CCDC with respect to ownership, planning, development and project management including how decisions will be made.

Business Terms. Provide a detailed description of the proposed business terms for the partnership, including responses for the CCDC's compensation or cost sharing, development fee (calculation and sharing with the CCDC), project cash flows, post tax-credit compliance period ownership, the timing of payment of such fees or revenues for developing the Project as currently proposed, and basis for how it might change should the Project change. Respondents should describe the proposed compensation and return on investment to be paid to the CCDC, and timing of such payments during the construction period and through Project operation, including, development fees, management fees, interest earnings on loans and residual cash flow. Specific items to include are:

The proposed developer's fee, contractor's fee, architectural and engineering fees, legal and accounting fees, asset management fee and property management fee arrangement, if applicable with the CCDC.



SECTION 6: RESPONSE EVALUATION

The RFP selection process may include input from community representatives and the selected Developer may be required to present their proposed plans as part of the process. If your project is a finalist for consideration, more information will be given as to opportunities to meet the appropriate authorities and present the project.

The CCDC in conjunction with city officials shall establish a selection committee to evaluate the Proposals. When evaluating the Proposals, the following selection criteria will be considered in accordance with the accompanying weightings and used to calculate the overall Proposal score.

Criteria	Description	Weighting
Development Concept	Quality and feasibility of the Proposal based upon the Development Objective's	50 Points
Respondent Qualifications	Capacity, Experience, and qualifications of the Respondent Team in developing, financing, leasing, operating, and managing projects of similar size and/or with similar combinations of uses.	25 Points
Purchase Price and/or Proposed Terms for Partnership with CCDC	Business and transactional terms address the goals and objectives of the CCDC, including the purchase offer for the Sites, ownership and management structures, roles, cash flows and development fees with the CCDC.	25 Points

The CCDC will review all proposals in the first round in blind-copy only. The selection committee will score the proposals without knowing the name of the Designated Developer. The CCDC reserves the right to conduct interviews with or pose questions in writing to individual Respondents to clarify the content of Respondents' Responses and to ensure a full and complete understanding of each Response. The CCDC shall undertake to pursue uniformity in the questions it asks Respondents to the extent practicable, but the CCDC may ask different or additional questions to different Respondents in the context of any individual interview or in writing. The CCDC reserves the option to hold oral interviews as part of the selection process; Respondents who are invited for an interview will receive additional instructions upon their invitation. The CCDC anticipates that a single Respondent Team will be conditionally



Failure to take title to the Site, maintain the Site or to timely commence construction in a manner consistent with the Response may result in forfeiture of ownership and recapture of the Site by the CCDC.

Conveyance of the Site to the Designated Developer will be subject to the following:

- The approval of any purchase, redevelopment, or similar agreements necessary to complete the transaction and deliver the Project by the CCDC's respective Boards as required by State law.
- Receipt of all public approvals required for conveyance and development of the Site.
- Delivery of all documents, as determined by the CCDC, is necessary to complete the conveyance process within a time period specified by the CCDC.
- Upon the conveyance of the Site(s), the Designated Developer shall obtain a bona fide construction loan and provide evidence to the CCDC of sources of capital sufficient to complete the development of the Site(s) in accordance with the approved Project.

Unless otherwise approved the CCDC, the Designated Developer must acquire fee title to the entire Site (by quitclaim deed), and all governmental approvals necessary to deliver the Project. It is intended that the Site would be conveyed to the Designated Developer at financial closing, and that the Designated Developer would hold title during development of the Site.

The Designated Developer will be required to enter into agreements with the CIDA and CLDC that will require the Designated Developer to pay, from the date of its conditional designation until closing, the CCDC's ongoing out-of-pocket costs and expenses incurred in connection with the Project and Site conveyance to the Designated Developer, including but not limited to costs and expenses of environmental consultants, legal counsel, and property maintenance expenses. Respondent's financial offer for the Site should assume that the Site, including the land and any and all improvements, buildings and infrastructure, utilities, trade fixtures, machinery and equipment, and any personal property at the Site, will be conveyed "AS IS" and "WHERE IS" without any representation, warranty, or guaranty as to quantity, quality, title, character, condition, size, or kind or that the same is in condition or fit to be used for the Designated Developer's purpose.

The CCDC will consider requests to extend the property acquisition window beyond 180 provided that any request for an extension articulates the reason, is warranted (as determined by the CCDC at its sole discretion) and is necessary to accomplish the Development Objectives of the Project. If the CCDC grants a request for an extension of the acquisition window it may require the payment of an amount necessary to meet the carrying costs of the property for the time of the extension. Respondents that anticipate exceeding the 180 timeframe or any other should identify this along with any other contingencies that may materially affect the proposed



Questions must be sent by email and must contain the following:

RFP title
RFP section being questioned
Specific question

All such questions and requests for changes must be submitted to the RFP Coordinator via email no later than **Thursday, February 22, 2024 by 4:00 PM (EST)**.

Responses to questions received will be provided by the CCDC at its sole discretion and will be issued in the form of a written addendum to this RFP and posted at www.cohoesida.org website. Unless otherwise stated, Respondents are not required to return addenda with its Response; however, Respondents are responsible for making themselves aware of, obtaining, and incorporating any changes made in any addendum into their final Response. Failure to do so may cause the Respondent's Response to be rejected.

It is the responsibility of all parties interested in this RFP to refer frequently to the www.cohoesida.org website to check for any addenda that have been issued for this RFP. The CCDC may make a courtesy effort to notify interested parties that an addendum has been issued for this RFP; however, interested parties are ultimately responsible for being aware of addenda issued by the CCDC and modifying its Response accordingly.

Respondents must not communicate directly or by proxy with any members of the CCDC, the Cohoes Industrial Development Agency (CIDA), the Cohoes Local Development Corporation (CLDC), any of their respective Directors or any employee of these entities regarding this RFP, except for the Sole Point of Contact, except upon invitation by the CCDC in a formal interview by this RFP's designated Sole Point of Contact. Respondents that violate this requirement are subject to disqualification from this and future procurement opportunities. The CCDC will not hold "one-on-one" meetings with any interested party during the RFP process outside of a formal interview.

All Responses submitted in response to this RFP are subject to the conditions of this RFP. The CCDC, in its sole discretion, reserves the right to modify any matter contained in this RFP; cancel or suspend this RFP or to reject any or all Responses received in response to this RFP; decide whether a Response does or does not substantially comply with the submittal requirements and procedures described in this RFP; waive minor informalities of any Response; obtain clarification or additional information to properly evaluate a Response; obtain references regarding any Respondent's past performance from any source; and negotiate a contract with the successful Respondent. Neither issuance of this RFP nor evaluation of any Response(s) obligates the CCDC to award a contract from this RFP.

All Responses submitted in response to this RFP will become the property of the CCDC and will be subject to disclosure pursuant New York State law, except those portions of a Response that a Respondent requests exemption from disclosure consistent with New York State law. The CCDC will take reasonable measures to hold in confidence all Response contents but shall not be liable for the release of any information when required by law or court order.



Upon notice of preliminary award, the Designated Developer will enter into the negotiation of the Redevelopment Agreement and any other related agreements with the CCDC. All terms set forth in the Designated Developer’s Response will be considered final, unless otherwise agreed by the CCDC at its sole discretion. The contents of this RFP, any subsequent correspondence related to final contract negotiations, and such other stipulations as agreed upon may be made a part of the Redevelopment Agreement or any other final contract or agreement developed by the CCDC.

The Designated Developer may be subject to audit during the term of the agreement with the CCDC and must ensure that adequate controls are in place to document the allowable activities and expenditure of the CCDC’s funds. The CCDC shall have the right, at any reasonable time, to examine and to make copies and abstracts of the selected Designated Developer’s records and books of accounts with respect to the expenditure of all funds relating to the development of the Project, including, without limitation, all hard costs, FF&E, soft costs, and profit.

After award, the any agreements between the CCDC and the successful Respondent will be a public document and no part of any agreement can be designated as “Confidential” unless permitted otherwise by law. Unless this RFP is cancelled, Responses and evaluation results will not be made a part of the public record until the CCDC has issued its Notice of Award or equivalent designation.

9.1 Pre-Response Site Tour

NOT APPLICABLE

9.2 Pre-Response Meeting

NOT APPLICABLE .

SECTION 10: OTHER TERMS, CONDITIONS, AND GENERAL PROVISIONS

10.1 Statement of Limitations

This RFP, all Responses to this RFP, and any relationship between the CCDC and Respondents arising from or connected or related to this RFP, are subject to the specific limitations and representations expressed below, as well as the terms and conditions contained elsewhere in this RFP. By responding to this RFP, Respondents are deemed to accept and agree to the included Statement of Limitations. By submitting a response to this RFP, Respondent acknowledges and accepts the CCDC’s rights as set forth in this RFP, including, without limitation, the Statement of Limitations.

- A. By responding to this RFP, Respondents are deemed to accept and agree to this Statement of Limitations.
- B. The issuance of this RFP and the submission of a Response by any Respondent or the acceptance of such Response by the CCDC does not obligate the CCDC in any manner



whatsoever with regard to development of the Site. The CCDC will only incur such obligations upon the execution of a formal contract by the CCDC and the Designated Developer.

- C. All information submitted in response to this RFP, including accompanying documents, is subject to the Freedom of Information Law (FOIL) found in Article 6 of the N.Y. Public Officer Law. FOIL provides that certain records are exempt from disclosure, including those that contain trade secrets, (2) information that, if disclosed, would cause substantial injury to the competitive position of Respondent, or (3) critical infrastructure information. Respondents should identify portions of their Responses and accompanying documents they believe fall under these exemptions by submitting their Responses in both redacted and un-redacted form. Records may be redacted to protect only the portions of documents that fall within a FOIL exemption. An entire document may not be withheld if only a portion of the document is exempt from disclosure. Along with the redacted version, Respondents may provide a detailed justification for the portions of their Response they believe fall into the exemptions discussed above. Blanket assertions that information is a trade secret, confidential, or proprietary are insufficient to justify withholding information under FOIL. The identified information will be reviewed, and a determination will be made as to whether the information is exempt from disclosure under FOIL. The State's determination may be appealed pursuant to POL §89(5)(c). Please note that if Respondents do not submit a redacted version, their Responses may be released in un-redacted form if requested under FOIL.
- D. The CCDC reserves the right to (a) amend, modify, or withdraw this RFP in its sole discretion; (b) revise any requirements of this RFP; (c) reject any or all Responses received in response to this RFP; (d) make an award under this RFP in whole or in part; (e) disqualify any Respondent whose conduct and/or Response fails to conform to the requirements of this RFP; (f) seek clarifications and revisions of Responses; (g) use Response information obtained through interviews and its investigations of a Respondent's qualifications, experience, ability or financial standing, and any material or information submitted by the Respondent in response to the CCDC's request for clarifying information in the course of evaluation and/or selection under this RFP; (h) prior to the Response selection, amend the RFP specifications to correct errors or oversights, or to supply additional information, as it becomes available; (i) prior to the Response selection, direct Respondents to submit Response modifications addressing subsequent RFQ amendments; (j) change any of the scheduled dates; (k) eliminate any mandatory, non-material specifications that cannot be complied with by all of the prospective Respondents; (l) waive any requirements that are not material; (m) negotiate with the selected Respondent within the scope of the RFP in the best interests of the CCDC; (n) conduct contract negotiations with the next responsible Respondent, should the CCDC be unsuccessful in negotiating the selected Respondent; (o) utilize any and all ideas submitted in the Responses received; and (p) require clarification at any time during the procurement process and/or require correction of arithmetic or other apparent errors



for the purpose of assuring a full and complete understanding of a Respondent's Response and/or to determine a Respondent's compliance with the requirements of this RFP.

- E. The CCDC may exercise the foregoing rights at any time without notice and without liability to any Respondent or any other party for its expenses incurred in the preparation of responses hereto or otherwise. Responses hereto will be prepared at the sole cost and expense of each Respondent.
- F. The CCDC reserves the right to retain and use all the materials and information, and the ideas, suggestions therein, submitted in response to this RFP (collectively, the "Response Information") for any purpose. Each Respondent must grant an unconditional and perpetual license without charge to the CCDC to use any copyright or other legally protected rights in and to the Response Information. By submitting a Response, each Respondent waives any and all claims against the CCDC relating to the retention or use of the Response Information.
- G. This RFP shall not be construed in any manner to implement any of the actions contemplated herein, nor to serve as the basis for any claim whatsoever for reimbursement of costs for efforts expended in preparing a Response. The CCDC will not be responsible for any costs incurred by Respondents related to preparing and submitting a Response in response to this RFP, attending oral presentations, or for any other associated costs.
- H. To the best of the CCDC's knowledge, the information provided herein is accurate. Respondents should undertake appropriate investigation in preparation of Responses.
- I. Should the CCDC determine that negotiations with a selected Respondent will not result in an executable contract, the CCDC may begin negotiations with a different Respondent without again requesting Responses.

10.2 Required Disclosures

Each Respondent shall complete and execute Exhibit D to this RFP. In Exhibit D, each Respondent must disclose, if applicable:

- a) Its inability or unwillingness to meet any requirement of this RFP. Specific exceptions or additions should be included as an attachment to Exhibit D;
- b) If it is listed on the State of New York's Debarment List;
- c) If it is ineligible under any applicable law or regulation to be awarded the contracts



because of occupational safety and health law violations;

- d) All unresolved and pending arbitrations and litigation matters in which the Respondent or any of its principals (regardless of place of employment) has been involved within the last ten (10) years;
- e) All criminal proceedings in which the Respondent or any of its principals (regardless of place of employment) has ever been the subject; and
- f) Each instance in which it or any of its principals (regardless of place of employment) has ever been found to have violated any state or local ethics law, regulation, ordinance, code, policy or standard, or to have committed any other offense arising out of the submission of Responses or bids or the performance of work on public works projects or contracts. A Respondent's acceptability based on these disclosures lies solely in the CCDC's discretion.

10.3 Legal Status

Each Respondent shall submit a completed Legal Status Form that is attached as Exhibit E to this RFP. If a Respondent is a corporation, limited liability company or other business entity that is required to register with the New York Secretary of State's Office, it must have a current registration on file with that office and be in good standing in its jurisdiction of incorporation. The CCDC may, in its sole discretion, request acceptable evidence of any Respondent's legal status. The CCDC further reserves the right to require indemnifications and guaranties within the contracts and lease from principals and/or parent companies of the provider.

10.4 Presumption of Respondent's Full Knowledge

Each Respondent is responsible for having read and understood each document in this RFP and any addenda issued by the CCDC. A Respondent's failure to have reviewed all information that is part of or applicable to this RFP shall in no way relieve it from any aspect of its Response or the obligations related thereto. Each Respondent is further deemed to be familiar with and is required to comply with all federal, state and local statutes, regulations, ordinances, codes and orders that in any manner relate to this RFP or the performance of the work described herein. By submitting a Response, each Respondent represents that it has thoroughly examined and become familiar with the scope of work outlined in this RFP, and it is capable of performing the work and executing the contracts necessary to achieve the CCDC's objectives.

10.5 Compliance with Immigration Laws

By submitting a Response, each Respondent confirms that it has complied, and during the term of the contracts and the lease contemplated by this RFP will comply, with the Immigration Reform and Control Act ("IRCA") and that each person the Respondent employs and/or provides



services through under the contracts and the lease will at all times be authorized for employment in the United States of America. Each Respondent confirms that it has properly completed Employment Eligibility Verification, Form I-9, for each person who will be assigned to work on the Project or perform services under the contracts and that it will require each subcontractor of the Respondent, if any, to confirm that it has a properly completed Form I-9 for each person who works on the Project or performs services under the contracts.

The selected Respondent shall defend, indemnify, and hold harmless the CCDC and its respective employees, officers, officials, agents, volunteers and independent contractors, including any of the foregoing sued as individuals (collectively, the “Indemnified Parties”), against any and all proceedings, suits, actions, claims, damages, injuries, awards, judgments, losses or expenses, including fines, penalties, punitive damages, attorney’s fees and costs, brought or assessed against, or incurred by, the Indemnified Parties related to or arising from the obligations under IRCA imposed upon the selected Respondent or any of its subcontractors. The selected Respondent shall also be required to pay any and all attorney’s fees and costs incurred by the Indemnified Parties in enforcing any of the selected Respondent’s obligations under this provision, whether or not a lawsuit or other proceeding is commenced, which obligation shall survive the termination or expiration of the contracts and the lease.

10.6 Advertising

The selected Respondent shall not name the CCDC in its advertising, news releases, or promotional efforts without the CCDC’s prior written approval. If it chooses, the selected Respondent may list the CCDC in a statement of references or similar document required as part of its response to a public procurement. The CCDC’s permission to the selected Respondent to do so is not a statement about the quality of the selected Respondent’s work or the CCDC’s endorsement of the selected Respondent.

10.7 Non-Collusion Bidding Certificate

Each Respondent shall submit a completed Non-Collusion Bidding Certificate that is attached as Exhibit F to this RFP.

10.8 Iran Divestment Act

Each Respondent shall submit an executed Iran Divestment Act Certification that is attached as Exhibit H to this RFP.

10.9 Vendor Responsibility

All Respondents to this RFP must be “responsible,” which in this context means that they must



have the requisite financial ability, organizational capacity, and legal authority to carry out its obligations under this RFP, and in addition must demonstrate that both the Respondent and its principals have and will maintain the level of integrity needed to contract with New York State entities such as the CCDC. Further, the Respondent must show the satisfactory performance of all prior government contracts. Accordingly, all contracts and any other related agreements to be entered into between the CCDC and the selected Respondent, if any, shall include clauses providing that the selected Respondent remain “responsible” throughout the term of such contract(s), that the CCDC may suspend such contract(s) if information is discovered that calls into question the responsibility of the contracting party, and that the CCDC may terminate such contract(s) based on a determination that the contracting party is non-responsible.

10.10 Indemnification

The selected Respondent shall defend, indemnify and save harmless the CCDC, its employees and agents, from and against all claims, damages, losses and expenses (including without limitations, reasonable attorneys’ fees) arising out of, or in consequence of, any negligent or intentional act or omission of the selected Respondent, its employees or agents, to the extent of its or their responsibility for such claims, damages, losses and expenses.

By responding to this RFP, all Respondents shall defend, indemnify and save harmless the CCDC and its employees and agents, from and against all claims, damages, losses and expenses (including without limitations, reasonable attorneys’ fees) arising out of, or in consequence of, such Respondent’s use of any proprietary information in their respective Responses.

Minimum Insurance Requirements:

The selected Respondent will be required to provide the following insurance (at a minimum and to the extent applicable):

1. Commercial General Liability of \$1 million per occurrence and \$2 million in the aggregate;
2. If you are using a vehicle in business, Commercial Automobile insurance with a limit of not less than \$1 million;
3. Must show evidence of Worker’s Compensation & Employer’s Liability insurance at State statutory limits;
4. Must show evidence of Disability insurance coverage at State statutory limits;

The Cohoes Local Development Corporation, The City of Cohoes Industrial Development Agency and the City of Cohoes must be named as additional insured on a primary and non-contributory basis on all of the following policies: Commercial General Liability and Auto Liability. All policies above should include a waiver of subrogation in favor of The Cohoes Local Development Corporation, The City of Cohoes Industrial Development Agency and the City of Cohoes.



10.11 Affirmative Action

As required by Executive Law § 312, and in compliance with the CCDC's procurement policy, any contractor awarded a procurement contract in excess of \$25,000 for services rendered to the CCDC must acknowledge this affirmative action policy and agree to implement the same by making every reasonable effort to award any subcontracts (none of hereby authorized) to MBEs and WBEs and to utilize minority and labor in the performance of any agreement that is awarded to the contractor. Specifically, any contractor awarded a contract in excess of \$25,000 dollars will be expected to abide by the following provisions:

1. The contractor will not discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, age, disability, or marital status, and will undertake or continue existing programs of affirmative action to ensure that minority group members and women are afforded equal employment opportunities without discrimination. For purposes of this section, affirmative action shall mean recruitment, employment, job assignment, promotion, upgrading, demotion, transfer, layoff, or termination and rates of pay or other forms of compensation.
2. At the request of the contracting agency, the contractor shall request each employment agency, labor union, or authorized representative of workers with which it has a collective bargaining or other agreement or understanding, to furnish a written statement that such employment agency, labor union or representative will not discriminate on the basis of race, creed, color, national origin, sex, age, disability or marital status and that such union or representative will affirmatively cooperate in the implementation of the contractor's obligations herein.
3. The contractor shall state, in all RFPs or advertisements for employees, that, in the performance of the MWBE Threshold Contract, all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status.

10.12 Non-Discrimination Policy

1. In accordance with Article 15 of N.Y. Executive Law (also known as the Human Rights Law) and all other State and Federal statutory and constitutional non-discrimination provisions, the Contractor agrees that neither it nor any of its subcontractors shall, by reason of age, race, creed, color, national origin, sexual orientation, military status, sex, disability, predisposing genetic characteristics or marital status refuse to hire or employ or to bar or to discharge from employment such individual or to discriminate against such individual in compensation or in terms, conditions or privileges of employment.
2. Contractor shall not discriminate in its activities and operations in connection with this



Agreement on the basis of age, race, creed, ethnicity, color, religion, sex, sexual orientation, national origin, disability, marital status or any other basis that is prohibited by the United States federal, state, or local law or regulation. Grantee expressly agrees not to use Grant Proceeds for any purpose or in any manner that could be deemed to violate the Fair Housing Act, 42 U.S.C. § 3601 et seq., or the Equal Credit Opportunity Act, 15 U.S.C. § 1691 et seq., or any regulation promulgated thereto.

3. Contractor shall require any Subcontractor, or Sub-Subcontractor receiving Grant Proceeds to comply with the obligations set forth in this section, including by providing their express agreement not to use Grant Proceeds for any purpose or in any manner that could be deemed to violate the Fair Housing Act, 42 U.S.C. § 3601 et seq., or the Equal Credit Opportunity Act, 15 U.S.C. § 1691 et seq., or any regulation promulgated thereto.

10.13 Interviews (Optional)

At the CCDC's option, formal interviews may be conducted in-person, over a conference-call, or another mutually agreeable medium to clarify and elaborate on the Finalist Respondent(s) Response(s). If requested, attendance at such an interview is mandatory.

10.14 Section Headings

The section headings and titles used in this RFP are for convenience only and in no way modify the scope or intent of any provision contained in this RFP.

10.15 Required Documents

The Response submission must include the following documents completed and executed by the Respondent:

- Exhibit A Initial Disclosure Form;
- Exhibit B Legal Status Form;
- Exhibit C Non-Collusion Bidding Certificate;
- Exhibit D Bidder Hold Harmless Agreement; and
- Exhibit E Iran Divestment Act Certification.



EXHIBIT A: INITIAL DISCLOSURE FORM

This form must be signed and returned with response

1. Exceptions to the RFQ (Please check one of the following)

_____ This Response does not take exception to any requirement of the RFQ, including but not limited to any of the terms of any contracts that are a part of this RFQ

_____ This Response does take exception to requirements of the RFQ or terms of any contracts contemplated thereby. The specific exceptions are listed in a separate attachment.

2. State Debarment List

Is the Respondent on the State of New York's Debarment List?

_____ Yes
_____ No

3. Occupational Safety and Health Law Violations

Has the Respondent or any firm, corporation, partnership or association in which it has an interest (1) been cited for three (3) or more willful or serious violations of any occupational safety and health act or of any standard, order or regulation promulgated pursuant to such act, during the three -year period preceding the Response (provided such violations were cited in accordance with the provisions of any state occupational safety and health act or the Occupational Safety and Health Act of 1970, and not abated within the time fixed by the citation and such citation has not been set aside following appeal to the appropriate agency or court having jurisdiction) or (2) received one or more criminal convictions related to the injury or death of any employee in the three -year period preceding the Response ?

_____ Yes (If "yes," attach a sheet fully describing each matter).
_____ No

4. Arbitration/Litigation

Has either the Respondent or any of its principals (regardless of place of employment) been involved for the most recent ten (10) years in any resolved or pending arbitration or litigation?

_____ Yes (If "yes," attach a sheet fully describing each such matter).
_____ No



5. Criminal Proceedings

Has the Respondent or any of its principals (regardless of the place of employment) ever been the subject of any criminal proceedings?

_____ Yes If "yes," attach a sheet fully describing each such matter.
_____ No

6. Ethics and Offenses in Public Projects or Contracts

Has the Respondent or any of its principals (regardless of the place of employment) ever been found to have violated any state or local ethics law, regulation, ordinance, code, policy or standard or to have committed any other offense arising out of the submission of Responses or bids or the performance of work on public works projects or contracts?

_____ Yes If "yes," attach a sheet fully describing each such matter.
_____ No

NOTE:

THIS DOCUMENT, IN ORDER TO BE CONSIDERED A VALID RESPONSE MUST BE SIGNED BY A PRINCIPAL OFFICER OR OWNER OF THE BUSINESS ENTITY THAT IS SUBMITTING THE RESPONSE. SUCH SIGNATURE CONSTITUTES THE RESPONDENT'S REPRESENTATIONS THAT IT HAS READ, UNDERSTOOD AND FULLY ACCEPTED EACH AND EVERY PROVISION OF EACH DOCUMENT COMPRISING THE RFQ, UNLESS AN EXCEPTION IS DESCRIBED ABOVE.

Firm Name: _____ Address: _____

Signed By: _____ Title: _____

Date: _____ Telephone #: _____

* The signatory must be an authorized representative of the Respondent with full power and authority to execute this Disclosure Form.

Signature



EXHIBIT B: LEGAL STATUS FORM

This form must be signed and returned with the Proposal

Please fully complete the applicable section below, attached a separate sheet if you need add and sign this form. This form must be signed and returned with the Proposal.

For purposes of this disclosure, "permanent place of business" means an office continuously occupied and used by the Respondent's regular employees regularly in attendance to carry on the Respondent's business in the Respondent's own name. An office maintained, occupied at Respondent only for the duration of a contract will not be considered a permanent place of business. An

Please Check One:

Sole Proprietorship: <input type="checkbox"/>	Limited Liability Company: <input type="checkbox"/>	Corporation: <input type="checkbox"/>	Partnership: <input type="checkbox"/>
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If a Sole Proprietorship

Respondent's Full Legal Name:

Does the Respondent have a "permanent place of business" in New York, as defined above?
 Yes No

If yes, please provide full street address (Not a P.O. Box) of that "permanent place of business"
 Street Address:

City:	State:	ZIP Code:
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Mailing Address (if different from Street Address):

City:	State:	ZIP Code:
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Owner's Full Legal Name:

Number of years engaged in business under "Sole Proprietor" or Trade Name:

If a Corporation

Respondent's Full Legal Name:

Does the Respondent have a "permanent place of business" in New York, as defined above?
 Yes No

If yes, please provide full street address (Not a P.O. Box) of that "permanent place of business"
 Respondent's Full Legal Name:

Street Address:

City:	State:	ZIP Code:
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Mailing Address (if different from Street Address):



Owner's Full Legal Name:		
Number of years engaged in business:		
Name of Current Officers:		
Chief Executive Officer:		
President:		
CFO/Treasurer:		
Secretary:		
If a Limited Liability Company		
Respondent's Full Legal Name:		
Does the Respondent have a "permanent place of business" in New York, as defined above? Yes <input type="checkbox"/> No <input type="checkbox"/>		
If yes, please provide full street address (Not a P.O. Box) of that "permanent place of business":		
Street Address:		
City:	State:	ZIP Code:
Mailing Address (if different from Street Address):		
City:	State:	ZIP Code:
Owner's Full Legal Name:		
Number of years engaged in business:		
Number of Current Manager(s) or Member(s):		
If a Partnership		
Respondent's Full Legal Name:		
Does the Respondent have a "permanent place of business" in New York, as defined above? Yes <input type="checkbox"/> No <input type="checkbox"/>		
If yes, please provide full street address (Not a P.O. Box) of that "permanent place of business":		
Street Address:		
City:	State:	Zip Code:
Mailing Address (if different from Street Address):		



Number of years engaged in business:
Names of Current Partner(s):

Firm Name: _____ Address: _____

Signed By: _____ Title: _____

Date: _____ Telephone #: _____

* The signatory must be an authorized representative of the Respondent with full power and authority to execute this Disclosure Form.

Signature



EXHIBIT C: NON-COLLUSION BIDDING CERTIFICATE

This form must be signed and returned with proposal

The undersigned Respondent acknowledges and agrees that the attached response and offer submitted by Respondent is submitted in connection with the Proposal provided to the CCDC. By submission of this Proposal, each Respondent and each person signing on behalf of any Respondent certifies, and in the case of a joint bid, each party thereto certifies as to its own organization, under penalty of perjury, that to the best of knowledge and belief:

The prices set forth within this Proposal have been arrived at independently without collusion, consultation, communication or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other Respondent or with any competitor;

Unless otherwise required by law, the prices which have been quoted in this proposal have not been knowingly disclosed by the Respondent and will not knowingly be disclosed by the Respondent prior to opening, directly or indirectly, to any other Respondent or to any competitor; and

No attempt has been made or will be made by the Respondent to induce any other person, partnership or corporation to submit or not to submit, a Proposal for the purpose of restricting competition.

In compliance with this invitation for bids, and subject to the conditions thereof, the undersigned offers and agrees that the CCDC may rely upon both the within representations and the indemnifications set forth within the hold harmless agreement attached hereto as **Exhibit D**

FIRM NAME _____

ADDRESS _____

SIGNED BY _____ TITLE _____

DATE _____ TELEPHONE # _____

Subscribed and sworn to before me this ____ day of _____, 2023

Notary Public



EXHIBIT D: BIDDER HOLD HARMLESS AGREEMENT
This form must be signed and returned with proposal

_____ (“Bidder”) hereby agrees that it will indemnify and save harmless the CCDC from and against all losses from claims, demands, payments, suits, actions, recoveries and judgments of every nature and description brought or recovered against the CCDC by reason of any omission or act of the Bidder, its agents, employees, subcontractors in connection with that certain NON-COLLUSION BIDDING CERTIFICATE submitted herewith, to the extent permissible by law. This indemnification shall include all costs and disbursements incurred by the in defending any suit, including attorneys’ fees. Furthermore, at the option of the CCDC, as the case may be, the Bidder shall provide defense for and defend all claims, demands and causes of action referred to above, and bear all other costs and expenses related thereto.

FIRM NAME _____
ADDRESS _____
SIGNED BY _____ TITLE _____
DATE _____ TELEPHONE # _____

Subscribed and sworn to before me this ____ day of _____, 2023

Notary Public