

REQUEST FOR PROPOSALS (RFP)
FOR THE
DEVELOPMENT, CONSTRUCTION AND OPERATION OF A HOTEL
AT THE OGDENSBURG BRIDGE & PORT AUTHORITY'S
COMMERCE PARK PROPERTY
CITY OF OGDENSBURG, NEW YORK



Issued by:
Ogdensburg Bridge & Port Authority July 26, 2013

ONE (1) ORIGINAL AND SEVEN (7) COPIES OF THE PROPOSAL PLUS ONE (1)
PDF COPY SHALL BE SUBMITTED

All Proposals shall be addressed and sent to:
Ogdensburg Bridge & Port Authority
Attn: Wade A. Davis, Executive Director
One Bridge Plaza
Ogdensburg, NY 13669
(315) 393-4080

The outside of each envelope or package must be labeled:
"RFP for Hotel at OBPA's
Commerce Park, Ogdensburg, NY
[Name and Address of Proposer]

**PROPOSALS MUST BE RECEIVED NO LATER THAN 4:00 P.M.,
EASTERN TIME ON
WEDNESDAY, October 30, 2013**

**A PRE-PROPOSAL MEETING (NOT MANDATORY) WILL BE HELD AT
10:00 A.M. ON August 20, 2013 AT THE OBPA ADMINISTRATION BUILDING,
ONE BRIDGE PLAZA, OGDENSBURG, NY 13669**

Proposals shall be submitted in sealed envelope(s) or package(s) at the time and date specified for receipt.

REQUEST FOR PROPOSALS ("RFP")
FOR THE
DEVELOPMENT, CONSTRUCTION AND OPERATION OF A HOTEL
AT THE OGDENSBURG BRIDGE & PORT AUTHORITY'S
COMMERCE PARK, OGDENSBURG, NY

GENERAL INVITATION

The Ogdensburg Bridge & Port Authority ("OBPA") is soliciting proposals for the development, construction and operation of a nationally branded hotel to be located on the grounds of the Commerce Park from interested parties that meet the minimum qualifications set forth in this RFP. The term "RFP" means this document, all attachments and exhibits and any written addenda or responses provided by OBPA.

One (1) original containing original signature and seven (7) copies and one (1) PDF copy of the proposal must be enclosed in sealed envelope or packages, addressed and received by the OBPA by the date set forth on page 1 of this RFP.

There will be an opening of the proposals submitted at the date and time such proposals are due to the OBPA. The opening will take place at the offices of the OBPA, One Bridge Plaza, Ogdensburg, NY 13669 on Friday, November 1st, 2013 at 11:00 a.m. local time. The only information available at the opening of the proposals will be the name of each proposer responding to this RFP which the OBPA shall provide to all proposers of record.

Results of the selection process will be announced to proposers at a day and time to be determined by the OBPA.

CAUTION: LATE PROPOSALS - Proposers are responsible for delivery of proposals before the due date and time. If delivery is delayed beyond the date and hour set for the receipt, proposals thus delayed may not be considered and may be returned unopened.

No agreement shall be binding upon the OBPA until authorization is received from the OBPA Board of Directors. The OBPA reserves the right to reject any or all of the proposals.

Any false statement(s) made by proposer will void the proposal and eliminate proposer from further consideration.

Verbal responses to inquiries shall not be binding; only written addenda to this RFP will modify its terms.

I. THE OPPORTUNITY

The OBPA desires to have a qualified person(s) or firm develop, construct and operate a new, nationally branded hotel on a portion of their 11± acre site adjacent to Commerce Park located at the intersection of Rt. 812, Rt. 37 and Proctor Avenue, in the City of Ogdensburg, NY.



Photograph of the Hotel Opportunity Site, looking west toward the Proctor Ave and Highway 812 intersection.

II. QUALIFICATIONS

- A. **Qualifications.** In order to be considered for this opportunity, Proposer must meet the following minimum qualifications:
1. **Proof of Organization.** Proposer must be a recognized company, corporation or partnership under the laws of one of the states of the United States of America
 2. **Financial Capability.** Proposer must demonstrate that it has the financial capacity to construct and operate a Hotel and to provide the performance guarantee and insurance requirements; and
 3. **Experience.** Proposer must have ten (10) years of Hotel development and management experience of nationally branded hotels as required on Attachments I and II.

III. PROPOSAL DESCRIPTION

The OBPA is seeking proposals from qualified person(s) or firms interested in the opportunity described above. Only entities that meet the experience requirements will be considered. The proposal shall include a clear description of the proposer's concept, including a concept drawing, as well as the proposed hotel brand.

The project will be located on the grounds of the Commerce Park on a 2± acre site, attached as Exhibit A. The OBPA will consider subdivision of the property and a fee simple land sale or a long-term ground lease.

The successful proposer will be required to enter into a Purchase and Sale Agreement or a Ground Lease Agreement with the OBPA. The term of a Ground Lease would be 40 years.

The lease rate provided in the Agreement will be Fair Market Value and will be determined

by an appraisal of the site provided by an independent appraiser hired by the OBPA. A formal appraisal of the site has not been done.

All utilities (i.e., natural gas, electric, water & sewer, telephone and fiber optics) are believed to be at site. The OBPA has completed a boundary and topographic survey of the site which will be made available to interested developer / operators at the pre-proposal meeting. It will be the responsibility of the Successful Proposer to extend any utilities and road access infrastructure required for the development of the project.

An aerial photo and context maps of the site and Commerce Park are attached as Exhibit A.

IV. GENERAL INFORMATION AND IMPORTANT DATES

- a) **Proposal Information.** The enclosed documents provide instructions, background information and the required proposal forms from which Proposers are to develop their proposals to the Ogdensburg Bridge & Port Authority ("OBPA"). The RFP document and all addenda including the OBPA's responses to questions and clarifications will be posted on their website at www.ogdensport.com. Click on "Industrial Parks" or you may go directly to the following link: http://www.ogdensport/businessopportunities/hotel_RFP. The term "Proposer" means proposer, the officers of proposer's firm and proposer's team.
- b) **Pre-Proposal Meeting.** A non-mandatory Pre-Proposal Meeting ("Meeting") for all firms interested in submitting proposals will be held at on Tuesday, August 20th, 2013 at 10:00 a.m. EST at the OBPA Administration Building, One Bridge Plaza, Ogdensburg, NY. All attendees shall enter the door on the right as you face the building from the parking lot. An OBPA representative will escort you to the conference room. Please call (315) 393-4080 upon your arrival.

The purpose of the Meeting will be to discuss the RFP requirements and the objectives of the RFP. Modification of or clarifications to the RFP resulting from the Meeting will be posted on the OBPA's website. **Attendance at the Meeting is not mandatory.** However, all potential proposers are encouraged to submit their contact information to the OBPA in order to be included on any important announcements concerning this proposal process.

- c) **Time Zone.** All time references in this RFP are Eastern Time Zone.
- d) **Questions.** All questions concerning the RFP shall be made by e-mail to:

Tisha Haynes
Ogdensburg Bridge & Port Authority
One Bridge Plaza
Ogdensburg, NY 13669
E-mail: thaynes@ogdensport.com

Responses to the questions will be posted as RFP addenda on the OBPA's website.

Proposers shall not seek nor be entitled to rely upon any oral instructions, statements or interpretations by representatives of the OBPA.

It is the intention of the OBPA, through this process to provide adequate information and clarity through the steps outlined in the Proposal Schedule that follows.

All addenda sent to Proposers will become a part of the RFP documents.

e) Proposal Schedule. The following is the proposal schedule. All times are in the Eastern Time Zone.

Date	Action
July 26, 2013	Publication of the Request for Proposals
August 20, 2013	Pre-Proposal Meeting (not mandatory)
September 13, 2013	Deadline post Meeting questions (5 P.M.)
September 23, 2013	Issue addendum for clarification of questions/issues
October 30, 2013	PROPOSALS DUE - By 4 P.M. Eastern
November 1, 2013	Proposals will be opened
TBD	Planned notification of short-listed firms
TBD	Firm interviews (Optional at OBPA's sole discretion)
TBD	Planned notification of Proposers
TBD	Execution of Sales/Lease Agreement

The OBPA reserves the right to modify this proposal calendar at any point if it determines that such a modification is in its best interest.

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V. CONTEXT & DEMOGRAPHICS

Ogdensburg is located in upper New York State in St. Lawrence County. The City stretches for over seven miles along the southern shores of the St. Lawrence River, approximately midway along the River which spans the area between Lake Ontario and the Gulf of St. Lawrence. Ogdensburg is situated directly across the river from the Canadian towns of Prescott and Brockville, Ontario. The City itself is slightly over eight square miles in size, with a generally flat topography and is largely surrounded by farmlands. While Ogdensburg itself is a semi-rural city of approximately 11,000 residents, it is within an easy drive of a population of over 2.5 million people.¹ Ogdensburg combines a friendly small town atmosphere with the cultural and economic opportunities that abound in more urban settings.

Ogdensburg is home to the Ogdensburg-Prescott International Bridge which links New York State to Canada. The presence of the bridge means that Ogdensburg is accessible to the two major Canadian cities of Ottawa (62 miles) and Montreal (119 miles).

Within a 30 minute drive there are two state colleges, SUNY College of Technology and SUNY at Potsdam; and two private universities, Clarkson University and St. Lawrence University that make St. Lawrence County the education center of New York State.

To its west, Ogdensburg is near Alexandria Bay, NY (36 miles) and to its southeast, Ogdensburg is also close to Canton, NY (20 miles), and Potsdam, NY (29 miles), to the southwest, it is near Watertown, NY and Fort Drum, NY (60 miles), a US Army Base, 10th Mountain Division, and Syracuse, NY (128 miles), a major retail and university center. As illustrated in the map below, the two-hour drive time market area extends into Canada, and encompasses Ottawa, as well as the outskirts of Montreal, the Adirondacks, and the suburbs of Syracuse in the United States. Larger driving distances are more typical in the North Country region and the housing market, as well as regional shopping, trend towards a larger geographic area.

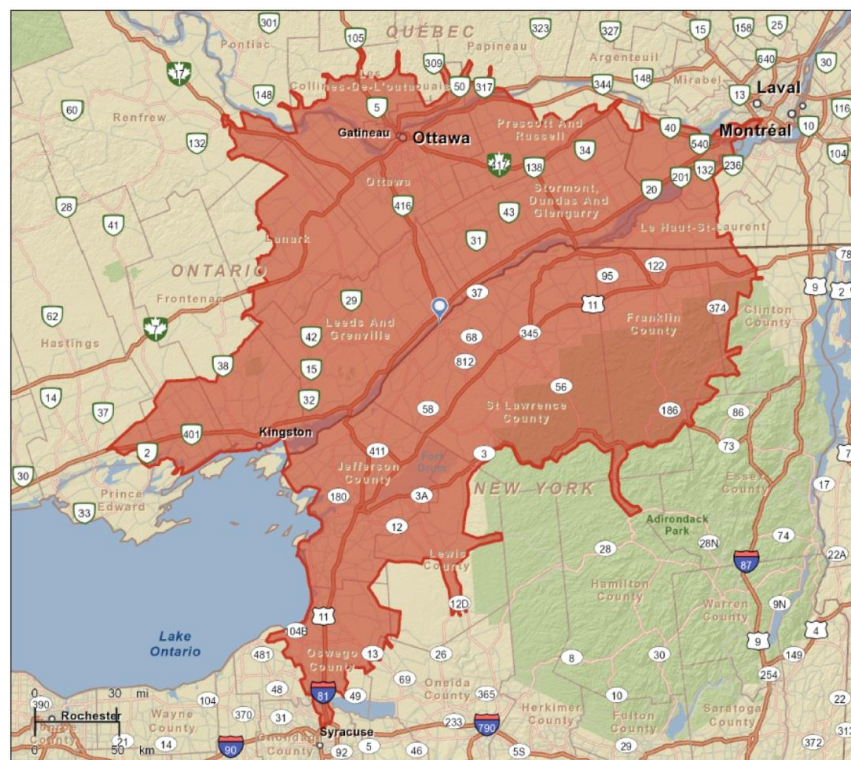


FIGURE 1:

**Two-Hour Drive Time
From Ogdensburg – Map,
City of Ogdensburg Economic
and Market Trends Analysis,
October 2012, Vita Nuova
LLC.**

Population:

The population of Ogdensburg is 11,128 according to the U.S. Census Bureau, Census 2010. Within a two-hour drive time from Ogdensburg, which encompasses both the United States and Canada, the area has experienced an increase in population over the past five to ten years and this population trend is projected to continue. Over the period 2000-2010, the population in the United States portion of the market area increased from 359,155 to 367,506, and this population is projected to increase to 374,856 by 2016 (U.S. Census Bureau, Census 2000 and 2010, and ESRI forecasts).

Vita Nuova's 2012 Analysis stated that within the United States, the 2010 population in the two-hour market area 25 years of age and older is generally well-educated, with almost half having completed some college (47.5%). Almost 20% of the population has a bachelor's or graduate/professional degree. In 2006, within the Canadian portion of the market area, over 80% of the population over 15 years of age earned a certificate, diploma, or degree, with 23.4% receiving a university certificate or degree. The median household income in the two-hour drive time in the United States was estimated to be \$42,831 in 2011.

	Two-Hour Drive Time United States (2011)	Two- Hour Drive Time Canada (2012)	US Median (2011)
Median Household Income	\$42,831	\$73,394 CAD	\$50,227

Source: U.S. Census Bureau, ESRI forecasts, and Environics Analytics.

Employment:

The current employment in Ogdensburg is dominated by the Services sector, which accounts for almost 60% of the total labor force. The Services sector represents those jobs that encompass non-manufacturing activities. The next largest employment sector, accounting for 9.7% of the workforce is Retail Trade, followed closely by Public Administration and Manufacturing. In the Canadian portion of the market area, the largest two occupation categories in 2012 were Sales and Service and Business, Finance, and Administration (Vita Nuova, LLC, 2012).

Recreation:

Ogdensburg, is located where the Oswegatchie River flows into the St. Lawrence River approximately midway along the St. Lawrence Seaway between the Canadian Cities of Kingston and Montreal, at the eastern end of the 1000 Islands Region. Where there is scenery and natural beauty, a rich cultural history, and abundant recreational opportunities throughout the year.

Ogdensburg is close to several parks: Crescent Park, Park Street Athletic Field, Skateboard Park, Maple City Trail Kids Kingdom, Eel Weir State Park, St Lawrence State Park Golf Course, Jacques Cartier State Park, and Coles Creek State Park.

Cultural attractions include, the Frederic Remington Art Museum , the Morristown Gateway Museum and Silas Wright Museum. In addition, the City of Ogdensburg organizes the Ogdensburg International Seaway Festival in the last week of July every year.

For boating opportunities, there are currently two marinas offering 147+/- slips.

Retail:

There are two main community shopping centers (a long-vacant third was demolished in 2010 and a Tractor Supply Store was then constructed on a portion of the site), two large owner-occupied retail stores, plus several smaller retail facilities in the immediate Ogdensburg area. A Duty-Free store is located on the U.S. side of the bridge.

Transportation/Traffic:

Ogdensburg has several transportation resources including a deep water port facilities located on the St. Lawrence River, local airport, and the Ogdensburg-Prescott International Bridge which connects the City to a readily accessible Canadian market.

The OBPA completed a new border station in 2004 for U.S. Customs, Immigration and Naturalization, and several relocated agencies and customs brokers. The design allows for better traffic flow in particular for tractor-trailers as well as created additional office space and a two-fold increase in warehouse space. The new facility makes the Ogdensburg-Prescott crossing more efficient for trucks than the Thousand Islands Bridge, located 50 miles to the west.

The Ogdensburg-Prescott International Bridge provides direct access to Canadian highways 401 and 416. Roughly 800,000 motorists cross the bridge annually, of this number approximately 700,000 vehicles are private automobiles. Over the past decade, commercial crossings have increased from 53,000 in 1999 to between 75,000 and 100,000 more recently. Passenger cars pay a \$2.75 toll per trip in either direction of travel. Trucks pay according to number of axles. The bridge is open 24 hours a day and is owned and operated by the Ogdensburg Bridge and Port Authority (OBPA).

The City of Ogdensburg has the Port of Ogdensburg, which is located 60 miles east of Lake Ontario and 90 miles west of Montreal, Quebec. Salt is the main commodity received.

The Ogdensburg International Airport is a general aviation facility operated by the Ogdensburg Bridge and Port Authority. The airport is served by Cape Air and currently operates service to Albany with continuing flights to Boston. The airport experienced increased passenger travel in 2010 with 2,329 passengers, an increase in ridership of 14.4% over the previous year. It is estimated that approximately 50% of airline passengers are business travelers. Other passengers generally include government employees, commuters (to work or school), pleasure shoppers, and those making other airline connections.

The New York and Ogdensburg Railroad (OBPA-owned) provides service from the Port of Ogdensburg 30 miles to Norwood where it connects with the CSX Railroad.

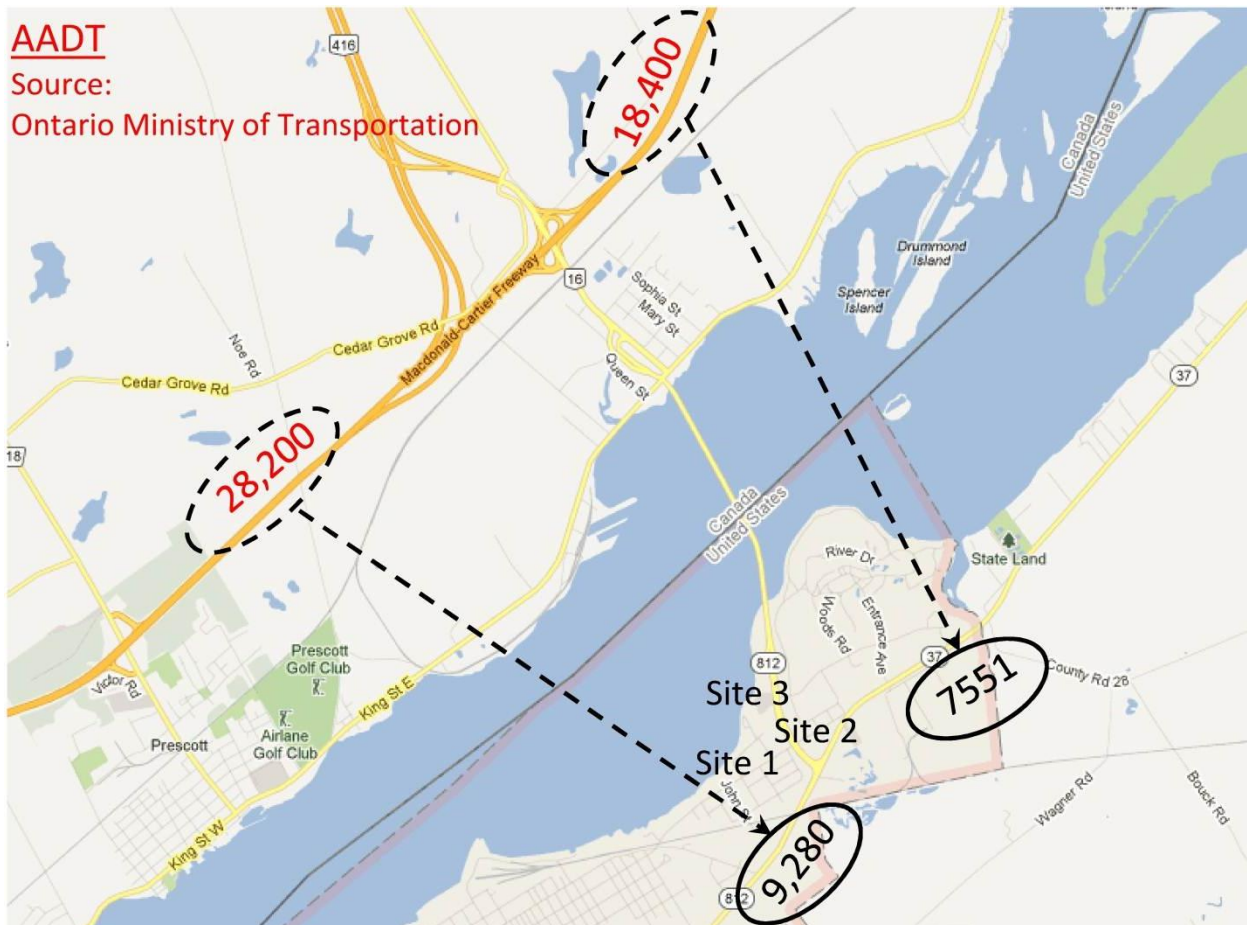


FIGURE 3: Annual Average Daily Traffic (AADT) , Ontario Ministry of Transportation, and NYSDOT Traffic Data Viewer

Ogdensburg has access to three New York State intrastate roads:

- NY-37—An east-west route that runs along the southern edge of the City and parallel to the St. Lawrence River;
- NY-68—An east-west route through the City that connects to Canton and points east; and
- NY-812—A north-south route that connects to the Ogdensburg-Prescott International Bridge.

Ogdensburg is also located between two major United States interstates, I-81 and I-87. I-81 is located approximately 40 miles to the southwest of Ogdensburg. Interstate I-87 is the other major interstate in the North Country region providing access from New York City to Montreal. I-87 runs parallel along the Hudson River to Lake Champlain, terminating at the United States-Canadian border where it becomes Canadian Autoroute 15. ON-401 runs parallel to the St. Lawrence River on the Canadian side and connects to Autoroute 20 which links to a number of major Canadian cities. Canadian ON-416 serves as a convenient connection from Ogdensburg to Ottawa.

DRIVE TIMES to Ogdensburg:

From	to	Ogdensburg	From	to	Ogdensburg
Albany, NY		4.5 Hours	Ottawa, ONT		1 Hours
Boston, MA		7 Hours	Philadelphia, PA		7.5 Hours
Buffalo, NY		4.5 Hours	Plattsburgh, NY		2.5 Hours
Chicago, IL		13 Hours	Rochester, NY		3.5 Hours
Detroit, MI		9 Hours	Scranton, PA		4.5 Hours
Lake Placid, NY		2 Hours	Syracuse, NY		2 Hours
Montreal, QUE		2.5 Hours	Toronto, ONT		4.5 Hours
New York City		6.5 Hours	Utica, NY		2.5 Hours
Niagara Falls, NY		5 Hours	Washington, DC		9 Hours

FIGURE 2: Drive Time To Ogdensburg – Table, City of Ogdensburg Chamber of Commerce – Travel Guide
http://www.ogdensburgny.com/sites/all/themes/occ/pdf/official_travel_guide.pdf

Hotels

Within a 5-mile radius there are three lodging facilities (Quality Inn Gran-View, Stonefence Motel, and Windjammer). The former Red Carpet Inn is closed. See Figure 3, below, a map locating the hotels.

1. Windjammer Lodge
2. Quality Inn Gran-View
3. Stonefence Motel



FIGURE 4: Hotel Locations in Ogdensburg, Google Maps 2012

1. Windjammer Lodge

- Sister Property to Quality Inn - Gran View
- AAA 2-Diamond
 - 20 rooms, exterior corridor
 - half facing St. Lawrence River
 - one 2-bedroom suite
- Amenities:
 - Outdoor pool, Restaurant & fitness offered at Quality Inn - Gran View, Internet
- Reported metrics:
 - \$60-\$70 ADR
 - 45% annual occupancy
 - Staffed: 2 pm to 10 pm

2. Quality Inn Gran-View

- Family-owned restaurant business started in 1945
- 46 rooms, AAA 3-Diamond
 - Exterior corridor developed in 1960 (~24 rooms)
 - Interior corridor added in 1964 (~22 rooms)
- Amenities
- Restaurant/banquet facility (complimentary continental breakfast), Outdoor pool, Fitness room, Shuffleboard & volleyball, Dock (lightly used) being replaced (lost to storm), Microwaves and refrigerators, Internet
- Key demand generators:
 - Local Business/Institutions
 - Colleges
 - Tourists (in transit)
 - Focus on wedding and banquet markets (40+/- per year generating up to 15-20 rooms each)
- Operating metrics
 - Standard room type published rates
 - \$100-\$130 off-season
 - \$140-\$180 peak
 - \$100 ADR
 - 68% Annual Occupancy
 - 2012 RevPAR \$69, up almost \$6 over 2011

3. Stonefence Motel

- Purchased by CJ Patel and partners in 2012
 - 12-acre property
 - Restaurant closed by new owner
- 51 Rooms – 28 townhomes, 23 traditional hotel rooms
- Amenities:

- Boat, tennis, fitness room, volleyball & basketball courts, outdoor pool, game room (note: game room was formerly the property's meeting room located in the basement of the waterfront townhome building)
- Demand generators
 - Diffuse, some college teams, hockey tournaments, relocations, summer leisure
 - Segmentation reported as 10% business, 30% long term, 60 transient (85% U.S. based/15% Canadian)
- Rates
 - Advertised pricing for standard room ranges from \$69 in the offseason to \$139 peak season
 - Townhomes priced at \$139 off season to \$239 peak season
 - Long term rentals of townhomes priced at \$80 per night
 - Reported ADR \$85 (\$80-\$90)
- Occupancy
 - 75% to 80% peak season (July/Aug)
 - 15% to 20% off season (Nov. 1 –April 30)
 - 50% overall

4. Ramada Inn - Ramada Inn is no longer in service

Zoning

The Hotel Opportunity Site is located in a Business District. *See Exhibit C* for Zoning Map and Table.

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VI. SELECTION PROCESS

Evaluation. All responses to this RFP will be evaluated by a selection committee to be determined. Proposals will be evaluated on the criteria shown below. Interviews may be conducted prior to finalizing the evaluations.

Experience
Financial Wherewithal
Hotel Brand
Development Plan

VII. PROPOSER'S RESPONSIBILITIES

Proposals must be organized and tabbed to identify the location of information supporting the proposer's compliance with all requirements of the RFP. Proposals that do not present information in this manner may be rejected as non-responsive. In order to be considered qualified to be selected, a proposer must provide the information detailed in the Attachments to this RFP.

- a) The Proposer shall be totally responsible for all terms, conditions, promises, data, representations and all information included in its proposal. Failure on the part of any Proposer to take any and all actions necessary to comply with the terms and conditions herein, shall not constitute grounds for declaration of not understanding the conditions with respect to making its proposal. Each Proposer is responsible for reading and understanding this RFP including the instructions for submitting proposals. A Proposer's failure or neglect to review the provisions of this RFP will not relieve such Proposer of any contractual obligation contained in the Agreement or of other provisions of these documents. Such Proposer shall have no claim for relief based upon a lack of knowledge of the content or legal effect of any such provision;
- b) Each proposer may only submit one proposal;
- c) Each proposer shall carefully inspect the site, and all information included in this solicitation package, all inclusive, and judge for themselves all circumstances and conditions that affect the proposal;
- d) Proposal submissions shall be at the time and place designated on the cover sheet of this proposal document;
- e) Proposals must be complete and free from ambiguity, without alterations or erasures, and properly signed by the Proposer's legally authorized officer or agent;
- f) Submission of supplemental materials are the responsibility and within the discretion of the proposer;
- g) OBPA shall not be liable for any expense incurred in the preparation of a proposal; and

Form of Proposal and Submission. Proposals shall be prepared on standard 8 ½ x 11 letter size paper. One (1) original, seven (7) hard copies and one (1) PDF copy of the Proposal shall be submitted in a sealed envelope or package, no later than the time, date and place specified on page 1 of this RFP.

VIII. MISCELLANEOUS

1. Requirements After Selection. Following OBPA's notification and successful negotiations with successful proposer, if any, the proposer must promptly provide to OBPA four (4) fully executed copies of the Purchase and Sale Agreement or Ground Lease Agreement which will be provided to the OBPA by the successful Proposer.
2. Rights Reserved to OBPA. Notwithstanding any other provision of this RFP and in addition to any other rights reserved by the OBPA herein, the OBPA reserves to itself the following rights:

The right to modify or amend any provision of this RFP, including, without limitation, the provisions of the Agreements.

The right to reject any or all proposals for any reason and to solicit new proposals for any reason whatsoever without further liability to any party submitting a proposal. The OBPA reserves the right to waive minor irregularities in any proposal or to request clarifications.

The right to cancel its award to any proposer at any time before the Agreement with such proposer has been fully executed and delivered; and OBPA reserves the right to so cancel its award to a proposer without any liability to such proposer.

The right not to award to any proposer that is in arrears or in default to the OBPA or City of Ogdensburg upon any debt or contract or that has failed to perform satisfactorily and faithfully under any previous agreements with the OBPA or City.

4. Explanation of Discrepancies in RFP. Should City find a discrepancy in the RFP, it reserves the right to provide written instructions to all proposers in the form of addenda to the RFP. The OBPA will not be bound by any oral statements.
5. Agreements. The specific terms will be governed by the final negotiated Agreements. In the event of a conflict between the provisions of the final Agreements and any provision of the RFP, the provisions of the Agreements shall control.
6. Public Information Act. The State of New York requires the OBPA to make certain information available to the public under New York Code. Public information means information that is collected, assembled or maintained under a law or ordinance or in

connection with the transaction of official business: 1) by a governmental body; or 2) for a governmental body and the governmental body owns the information or has a right of access to it. Prior to releasing any information provided by Proposer, OBPA shall notify Proposer of the request.

All proposals become the property of the OBPA upon receipt and will not be returned. Any information deemed to be confidential by Proposer should be clearly noted on the pages where confidential information is contained; however, the OBPA cannot guarantee that it will not be compelled to disclose all or part of any public record under the New York Public Information Act, since information deemed to be confidential by Proposer may not be considered confidential under New York public authority law, or pursuant to a Court order.

7. Minority/Women Business Enterprise (MWBE) Requirements. The OBPA MWBE Plan follows below, and more information is attached in the MWBE Appendix (*see* Exhibit D):

A. POLICY STATEMENT and GENERAL PROVISIONS

- a. It is the policy of the Ogdensburg Bridge and Port Authority “Authority” to utilize Minority Business Enterprises in all aspects of contracting. This commitment is demonstrated by the efforts taken in the development of the Authority’s MWBE plan and in correspondence within the Authority stating such a position.
- b. The Authority is required to implement the provisions of New York State Executive Law Article 15-A and 5 NYCRR Parts 142-144 (“MWBE Regulations”) for all State contracts as defined therein, with a value (1) in excess of \$25,000 for labor, services, equipment, materials, or any combination of the foregoing or (2) in excess of \$100,000 for real property renovations and construction.
- c. As part of the General Provisions all Contractors to the subject contract will agree, in addition to any other nondiscrimination provision of the Contract and at no additional cost to the Authority, to fully comply and cooperate with the Authority in the implementation of New York State Executive Law Article 15-A. These requirements include equal employment opportunities for minority group members and women (“EEO”) and contracting opportunities for certified minority and women-owned business enterprises (“MWBEs”). Contractor’s demonstration of “good faith efforts” pursuant to 5 NYCRR §142.8 shall be a part of these requirements. These provisions shall be deemed supplementary to, and not in lieu of, the nondiscrimination provisions required by New York State Executive Law Article 15 (the “Human Rights Law”) or other applicable federal, state or local laws.

B. MWBE PLAN GOALS

- a. For purposes of procurement, the Authority establishes an overall goal of 20% for Minority and Women-Owned Business Enterprises (“MWBE”) participation, 10%

for Minority- Owned Business Enterprises (“MBE”) participation and 10% for Women-Owned Business Enterprises (“WBE”) participation (based on the current availability of qualified MWBE firms).

C. DESIGNATION OF MWBE COMPLIANCE OFFICER

- a. MWBE Compliance Officer: Chief Financial Officer, Ogdensburg Bridge & Port Authority, One Bridge Plaza, Ogdensburg, NY 13669. Phone: (315) 393-4080.

D. MWBE PROCEDURES

- a. “MWBE RFP CONTRACTOR REQUIREMENTS” will be included in all Authority RFP’s (Request for Proposals) meeting the criteria outlined in Section II B of this policy. (“MWBE RFP Contractor Requirements” immediately follows this policy).
- b. “MWBE Appendix” will be included in all Authority Contracts meeting the criteria outlined in Section II B of this policy. (“MWBE Appendix” immediately follows this policy).

E. MWBE RESOURCES

- a. Directory: For purposes of providing meaningful participation by MWBEs on the Contract and achieving the Contract Goals established by this policy, the directory of New York State Certified MBWEs found at the following internet address shall be utilized: <http://www.esd.ny.gov/mwbe.html>
- b. Additional Resources: Division of Minority and Woman Business Development ((518) 292-5250; (212) 803-2414; or (716) 846-8200).

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ATTACHMENT I

PROPOSAL INSTRUCTIONS & REQUIRED INFORMATION

A. **Proposal Composition:**

Each proposal should include, at a minimum, the following items in the indicated sequence, all items on Attachments II and the completed and signed Attachment III. Proposals must be organized and tabbed to identify the location of information supporting proposer's compliance with all requirements of the RFP. Failure to adhere to these minimum requirements may result in the disqualification of the proposal.

1. **Cover Letter:** Proposer must provide a cover letter committing to enter into good faith negotiations and execute the mutually agreed upon Agreements if selected by OBPA.

2. **Proposer Identification:**

If a Corporation, include the following:

- a) When and where incorporated;
- b) Whether privately or publicly held;
- c) Names, titles, addresses and positions of each Director, Officer, and principal shareholder holding five or more percent (5%) of the stock;
- d) Certificate of Good Standing from the State of New York; and
- e) Corporation's Federal Identification Number.

If a sole proprietorship, partnership or joint venture, include the following:

- a) Date of organization;
- b) Names, titles, addresses and positions of each partner;
- c) Ownership share of each partner; and
- d) Firm's Federal Identification Number (if sole proprietorship, owner's Social Security Number).

3. **Experience:**

Proposer must be competent to develop the project as described in its Proposal as evidenced by three (3) projects located in the domestic United States of America and completed or ongoing within the last ten (10) years. Please note that only one of the projects may be an ongoing project. The hotel projects shall be those that are managed by the proposer and that proposer believes are well-designed comparable hotels that represent the quality standard against which the Project should be benchmarked. Proposer shall provide the verifiable information concerning these projects on Attachment II.

4. **Financial Wherewithal:**

Proposer must have adequate financial resources. Proposer must provide the following with its proposal submittal:

- a) Statement of proposer's Net Worth;
- b) If requested by OBPA, proposer must provide sufficient financial information to establish the approximate net worth and liquid assets available to the development team to complete the project. Proposer shall provide supporting documentation for the above financial information. Be advised that the analysis of this statement will include a comparison of stated available assets and the estimated equity required for the development. Proposers that are companies or entities not publicly traded must submit accountant-prepared financial statements for the most recent fiscal year end.
- c) **Financial Documents:** Evidence of proposer's ability to obtain or provide the necessary financing for the Project. Proposals should either secure the participation of financial institutions in the preparation and submission of their proposal or obtain letters of interest/intent.
- d) **Insurance Commitment:** Proposer shall submit a letter from its insurance carrier stating that proposer, if selected, will be able to obtain the insurance coverage and certificates if the Proposer and OBPA negotiate a Ground Lease Agreement.
- e) Indicate pending judgments, tax liens and any similar information (if any, describe);
- f) Indicate any bankruptcies (either voluntary or involuntary) and provide pertinent dates; and
- g) Indicate whether proposer has ever failed to complete any work awarded to it. If so provide details.

5. **Hotel Brand.** Proposer shall submit its proposed brand and up to one alternate brand for the Hotel including a letter of support from the franchisor.

6. **Development Plan.** Proposer shall submit its development plan as described in Attachment II.

Caution:

All proposals shall conform to the instructions given in this Section. Careful attention should be given to the informational requirements. Failure to adhere to these minimum requirements may result in the disqualification of proposal. Any untrue claims made in the Proposal are a basis for termination of any Agreement.

ATTACHMENT II – PROPOSAL SUBMITTAL FORM

The proposer's name and address exactly as it would appear on an Agreement:

At a minimum, the following information is being requested from proposer. Please attach additional sheets as necessary to fully explain the proposal.

1. Experience: For each hotel identified by proposer as a comparable project as described in this RFP and which has been completed or ongoing within the last ten (10) years, provide the following information:

Hotel Name/Brand:			
Location:			
Date Opened (day/mo/yr)			
Contact Information to Verify Project (name, title, address, phone & e-mail)			
	First 12 Months	Second 12 Months	Third 12 Months
Occupancy %			
ADR			
Occ. Penetration Rate			
RevPar Yield Rate			

Hotel Name/Brand:			
Location:			
Date Opened (day/mo/yr)			
Contact Information to Verify Project (name, title, address, phone & e-mail)			
	First 12 Months	Second 12 Months	Third 12 Months
Occupancy %			
ADR			
Occ. Penetration Rate			
RevPar Yield Rate			

Hotel Name/Brand:			
Location:			
Date Opened (day/mo/yr)			
Contact Information to Verify Project (name, title, address, phone & e-mail)			
	First 12 Months	Second 12 Months	Third 12 Months
Occupancy %			
ADR			
Occ. Penetration Rate			
RevPar Yield Rate			

2. Financial Wherewithal: Provide the required information as set forth in Attachment I. Attach additional sheets as necessary.

3. Proposed National Hotel Brand(s) (list no more than 2):

4. Development Plan: Provide a general description of the project. Information shall include, but not be limited to, the following: size of the proposed hotel, i.e., number of rooms, square footage, number of floors, parking requirements, any other amenities such as a pool or food service facilities, a capital investment estimate, proposed construction schedule and any other information that may be helpful to OBPA in making a decision.

5. Proposer's Contact Information Concerning this Proposal: (NOTE: the designated contact must be an officer of the company or other knowledgeable person who has the ability and authority to respond to questions)

Contact Name and Title (please print): _____

Address: _____

Phone No. with Area Code: _____

E-mail Address: _____

ATTACHMENT III - PROPOSER CERTIFICATION

The proposer acknowledges that it has received, examined and is familiar with this RFP, including all Attachments and Exhibits.

The person signing this document certifies that he/she has full authority to bind the company to all terms and conditions of the proposal.

IMPORTANT NOTICE: If the proposer is a corporation, the authorized corporate officer must sign this Proposal Form and the corporate seal must be affixed. If the proposer is a partnership, all general partners must sign. If the proposer is an individual, sign by using first, middle, and last name in full.

Authorizing Signature:

By: _____

Title: _____

Name: (Typed) _____

By: _____

Title: _____

Name: (Typed) _____

By: _____

Title: _____

Name: (Typed) _____

(Attach additional sheets if needed)

Dated: _____, 2013

(Company / Corporate Seal)

ATTACHMENT IV – REQUIRED ATTACHMENTS

ATTACHMENTS:

- 1) One (1) original plus seven (7) hard copies and one (1) PDF copy of the proposal (containing all forms and other required information);
- 2) Items required by Attachment I;
- 3) Attachment II – Proposal Submittal Form(s) and any additional sheets;
- 4) Attachment III – Proposer Certification.

EXHIBIT A

PROPOSED

SITE AERIAL / SITE CONTEXT



Hotel Opportunity Site (#2)

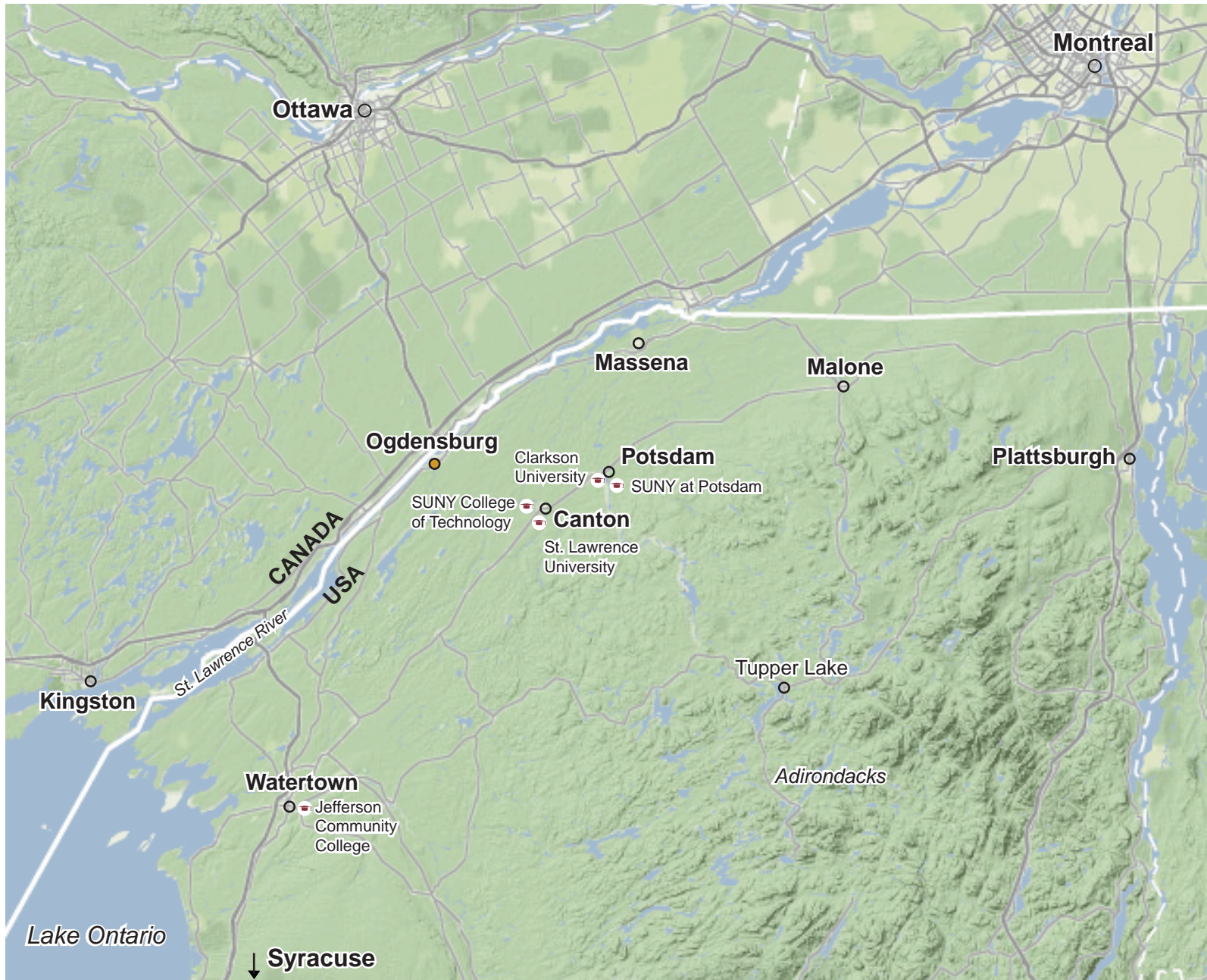


EXHIBIT A.1

OGDENSBURG BRIDGE & PORT AUTHORITY | City of Ogdensburg, New York
REGION CONTEXT MAP Parcel at RT. 812, RT. 37 & Proctor Ave.



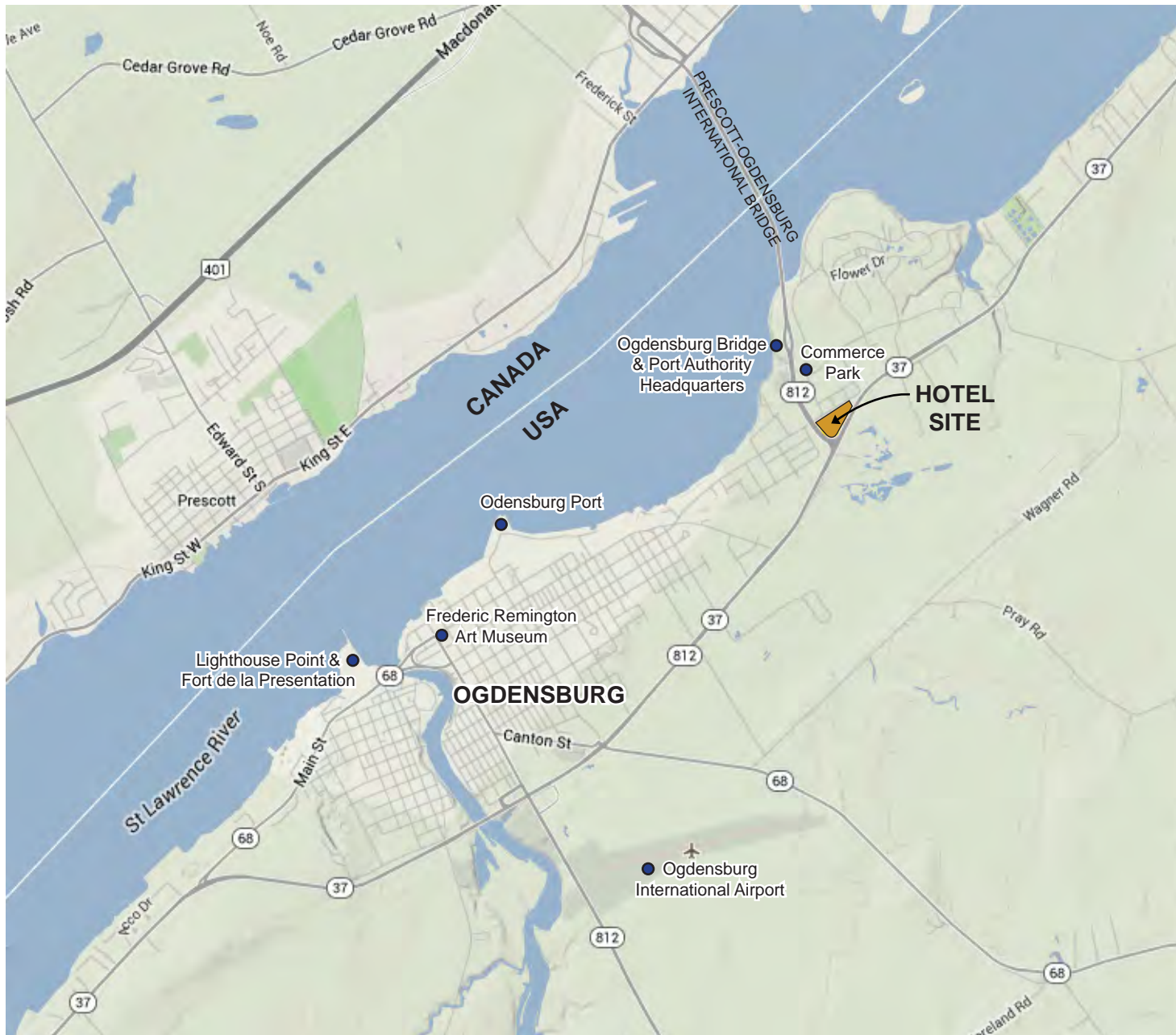


EXHIBIT A.2

OGDENSBURG BRIDGE & PORT AUTHORITY | City of Ogdensburg, New York
CITY CONTEXT MAP
Parcel at RT. 812, RT. 37 & Proctor Ave.





EXHIBIT A.3

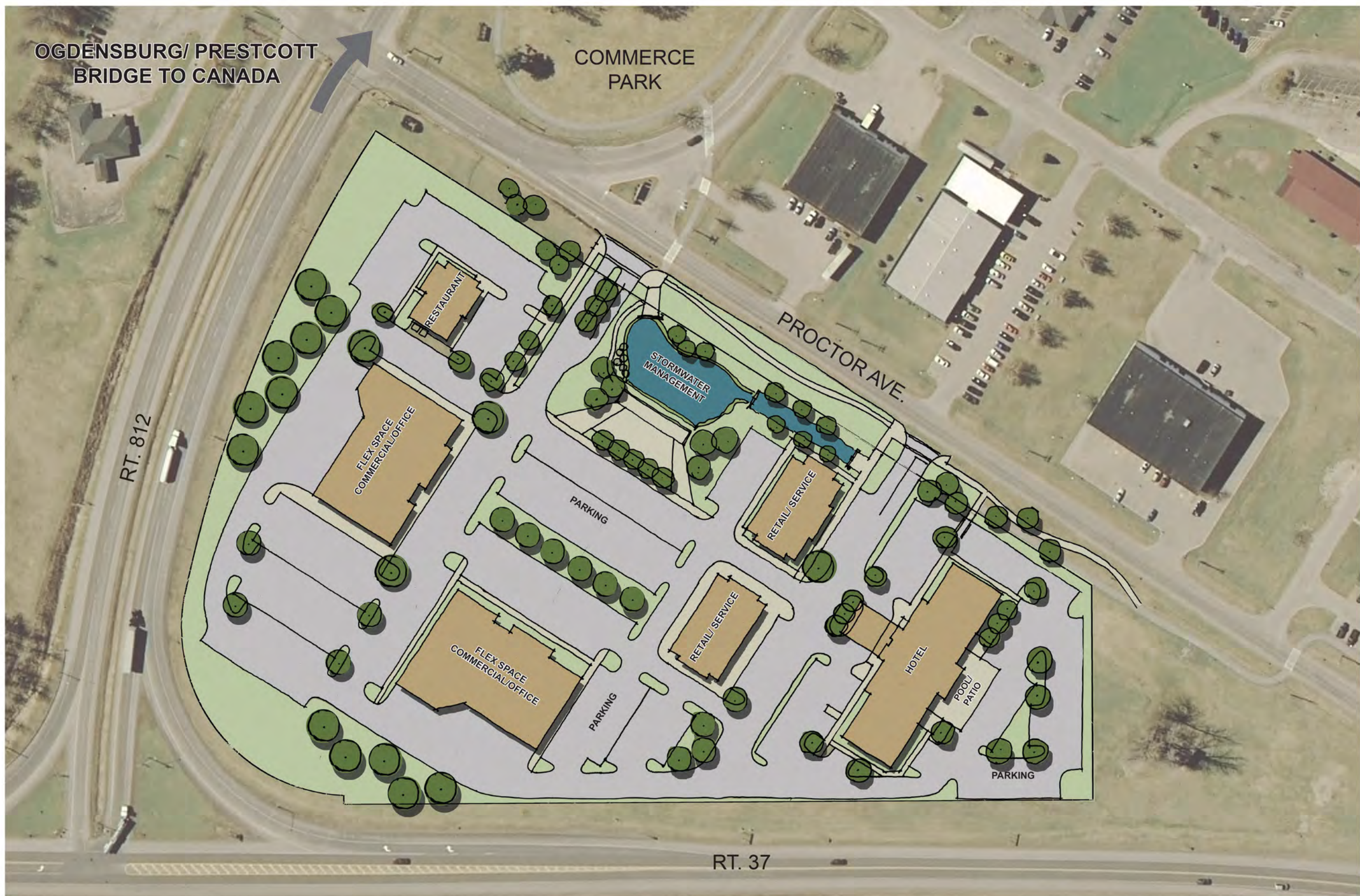
OGDENSBURG BRIDGE & PORT AUTHORITY | City of Ogdensburg, New York
SITE CONTEXT MAP Parcel at RT. 812, RT. 37 & Proctor Ave.

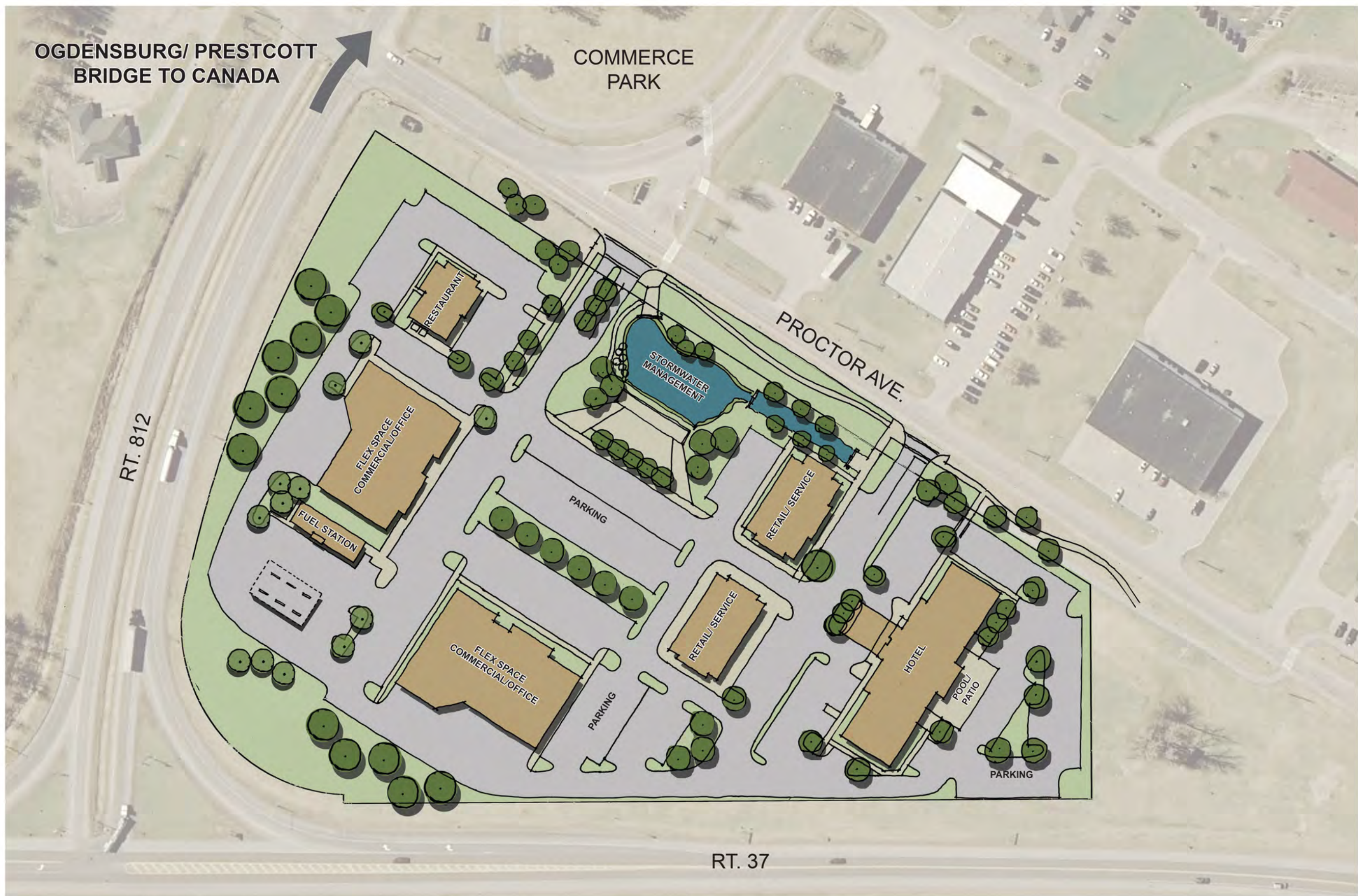


EXHIBIT B

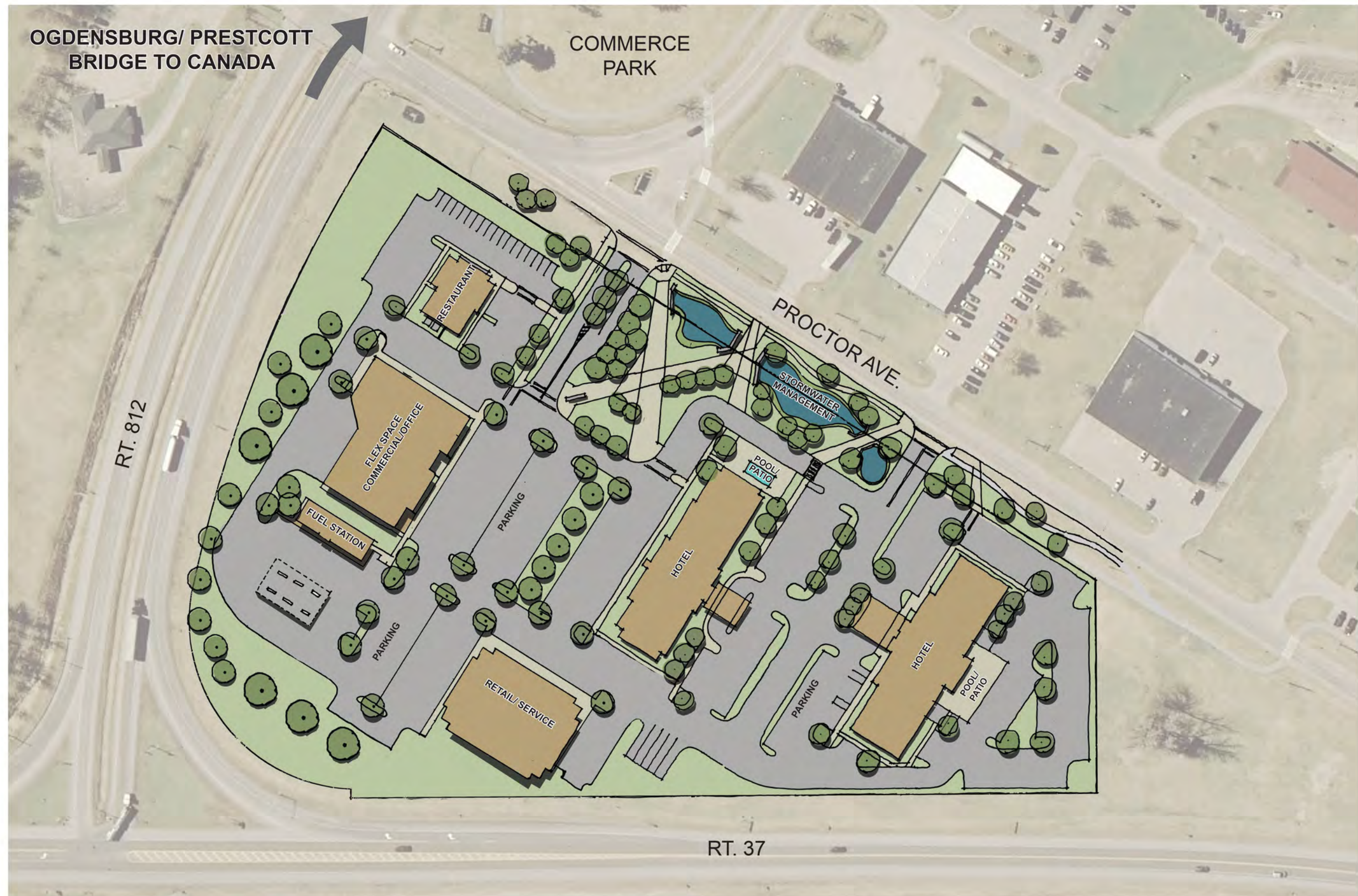
SITE CONCEPT

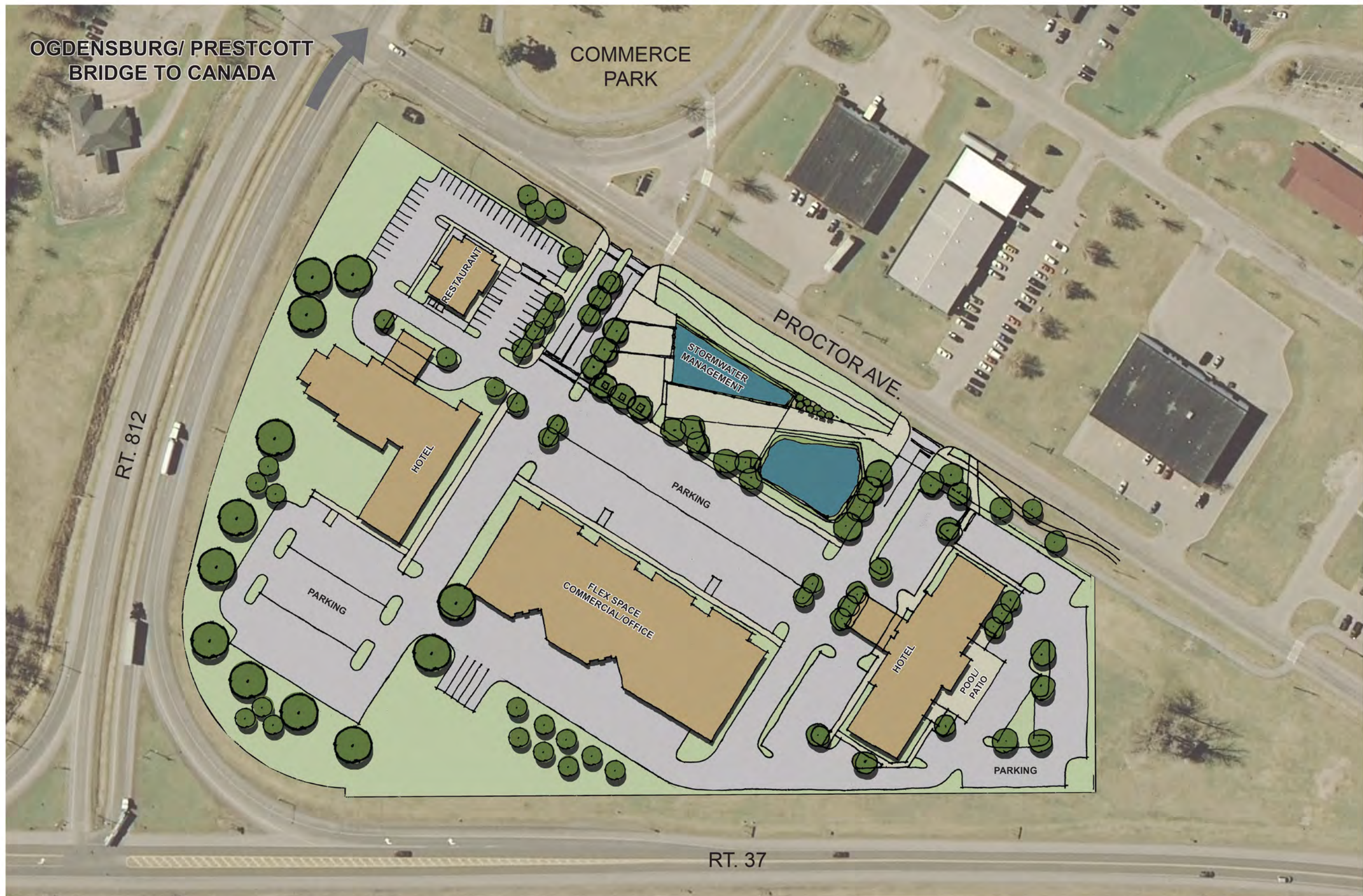
DRAWINGS











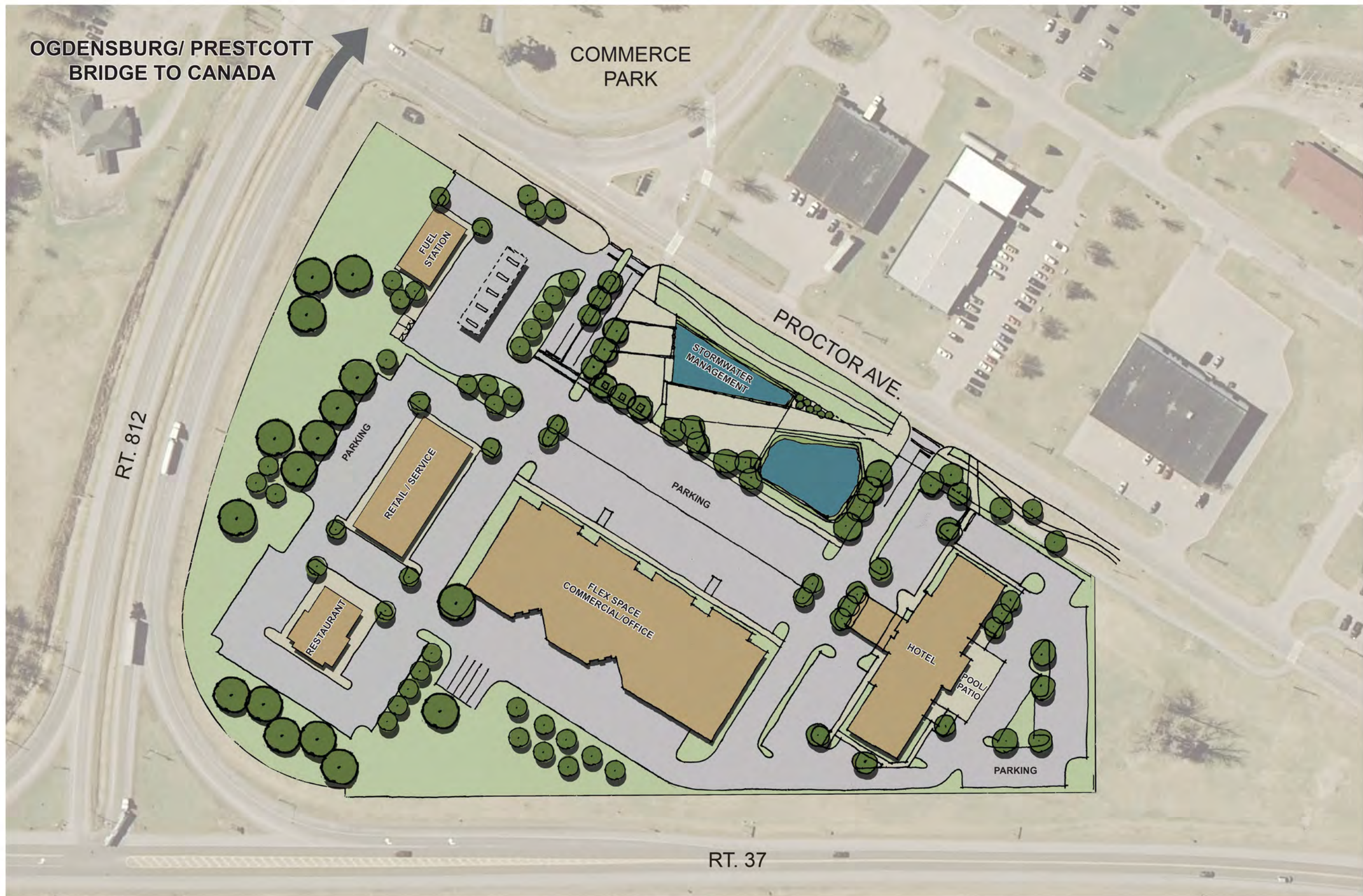
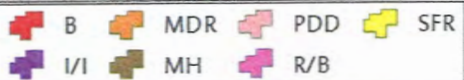


EXHIBIT C

ZONING MAP / TABLE

Zoning Categories



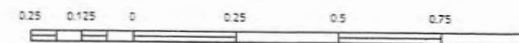
ST. LAWRENCE RIVER

HOTEL SITE



Map Created and Produced by
The City of Ogdensburg
Department of Planning and Development
7/15/2011

City of Ogdensburg Zoning Map



ZONING Attachment 1

City of Ogdensburg

Table 1
Dimensional Regulations

Zoning District	Minimum Lot Area (square feet)	Minimum Average Lot Width (feet)	Minimum Average Lot Depth (feet)	Maximum Height (feet)	Minimum Yards/Setbacks****				*** Maximum Lot Coverage (percent)	Minimum Usable Open Space For Residential Uses Only
					Front (feet)	Side		Rear (feet)		
SFR (Single-Family Residential)	6,000	75	75	35	20	One (feet)	Both (feet)	20	40	
MDR (Moderate-Density Residential)										
1-family	5,500	55	60	35	15	4*	20	20	60	Lesser of 500 square feet per unit or 10% of lot area
2-family	5,500	55	60	35	15	4*	20	20	60	
3- or more family	4,000 per unit	75	100	35	15	4*	20	20	60	
Other permitted uses	5,500	55	60	35	15	4*	20	20	60	
R/B (Residential/Business)										
1-family	5,500	55	60	48	—	4*	20	20	60	Lesser of 500 square feet per unit or 10% of lot area
2-family	5,500	55	60	48	—	4*	20	20	60	
3- or more family	2,700 per unit	75	100	48	—	—	—	—	—	
Other permitted uses	5,500	55	60	48	—	4*	20	20	60	
B (Business)	5,500	55	60	48	15	—**	—**	—**	80	
I/I (Industrial and Institutional)	5,500	55	60	60	15	—**	—**	—**	80	
MH (Mobile Homes)	6,000	75	75	35	20	7	22	20	40	
PDD (Planned Development District)	87,120	—	(Subject to recommendation of Planning Board and discretion of the City Council)							Lesser of 500 square feet per unit or 10% of lot area

NOTES:

* One (1) side yard may be reduced down to zero (0) feet if structures constructed within four (4) feet of a side lot line have no windows, doors, air-conditioning units or other type of openings in the wall facing such side lot line. Swimming Pools shall be located no less than four (4) feet from a side lot line. In cases where the provided side yard is less than four (4) feet, a written agreement between adjacent landowners shall be required for a perpetual maintenance easement of the lot line wall that allows a minimum four-foot width for the entire length of the building.

** A buffer strip twenty-five (25) feet in width shall be required along a zoning district boundaries and any existing one- or two-family dwelling when topographical, existing vegetation or other barriers do not provide reasonable screening to shield neighboring properties. Buffering shall provide a year-round visual screen in order to minimize adverse impacts. It may consist of fencing, evergreens, berms, rocks, boulders, mounds or combinations of these to achieve the same objective. Plant materials shall be sufficiently large and planted in such a fashion that a year-round screen at least seven (7) feet in height shall be produced within three (3) growing seasons.

*** Lot coverage is that portion of the lot that is covered by buildings, structures and accessory structures. Adequate parking and any front yard requirements must also be satisfied. See definitions of the following terms in § 221-6: "building," "accessory structure" and "structure." See also § 221-37, Accessory uses and structures, and § 221-41, Off-street parking and loading.

**** Handicap ramps shall be exempt from minimum yard setbacks in all districts and shall fully comply with state and federal construction standards. [Added 3-27-1995 by Ord. No. 4-1995]

EXHIBIT D

MWBE APPENDIX

MWBE APPENDIX

PARTICIPATION BY MINORITY GROUP MEMBERS AND WOMEN WITH RESPECT TO STATE CONTRACTS: REQUIREMENTS AND PROCEDURES

I. General Provisions

- A. The AUTHORITY is required to implement the provisions of New York State Executive Law Article 15-A and 5 NYCRR Parts 142-144 (“MWBE Regulations”) for all State contracts as defined therein, with a value (1) in excess of \$25,000 for labor, services, equipment, materials, or any combination of the foregoing or (2) in excess of \$100,000 for real property renovations and construction.
- B. The Contractor to the subject contract (the “Contractor” and the “Contract,” respectively) agrees, in addition to any other nondiscrimination provision of the Contract and at no additional cost to the Ogdensburg Bridge and Port Authority (the “[AUTHORITY]”), to fully comply and cooperate with the AUTHORITY in the implementation of New York State Executive Law Article 15-A. These requirements include equal employment opportunities for minority group members and women (“EEO”) and contracting opportunities for certified minority and women-owned business enterprises (“MWBEs”). Contractor’s demonstration of “good faith efforts” pursuant to 5 NYCRR §142.8 shall be a part of these requirements. These provisions shall be deemed supplementary to, and not in lieu of, the nondiscrimination provisions required by New York State Executive Law Article 15 (the “Human Rights Law”) or other applicable federal, state or local laws.
- C. Failure to comply with all of the requirements herein may result in a finding of non-responsiveness, non-responsibility and/or a breach of contract, leading to the withholding of funds or such other actions, liquidated damages pursuant to Section VII of this Appendix or enforcement proceedings as allowed by the Contract.

II. Contract Goals

- A. For purposes of this procurement, the AUTHORITY hereby establishes an overall goal of 20% for Minority and Women-Owned Business Enterprises (“MWBE”) participation, 10% for Minority-Owned Business Enterprises (“MBE”) participation and 10% for Women-Owned Business Enterprises (“WBE”) participation (based on the current availability of qualified MBEs and WBEs).
- B. For purposes of providing meaningful participation by MWBEs on the Contract and achieving the Contract Goals established in Section II-A hereof, Contractor should reference the directory of New York State Certified MBWEs found at the following internet address:
<http://www.esd.ny.gov/mwbe.html>

Additionally, Contractor is encouraged to contact the Division of Minority and Woman Business Development ((518) 292-5250; (212) 803-2414; or (716) 846-8200) to discuss additional methods of maximizing participation by MWBEs on the Contract.

MWBE APPENDIX

- C. Where MWBE goals have been established herein, pursuant to 5 NYCRR §142.8, Contractor must document “good faith efforts” to provide meaningful participation by MWBEs as subcontractors or suppliers in the performance of the Contract. In accordance with Section 316-a of Article 15-A and 5 NYCRR §142.13, the Contractor acknowledges that if Contractor is found to have willfully and intentionally failed to comply with the MWBE participation goals set forth in the Contract, such a finding constitutes a breach of contract and the Contractor shall be liable to the AUTHORITY for liquidated or other appropriate damages, as set forth herein.

III. Equal Employment Opportunity (EEO)

- A. Contractor agrees to be bound by the provisions of Article 15-A and the MWBE Regulations promulgated by the Division of Minority and Women's Business Development of the Department of Economic Development (the “Division”). If any of these terms or provisions conflict with applicable law or regulations, such laws and regulations shall supersede these requirements.
- B. Contractor shall comply with the following provisions of Article 15-A:
1. Contractor and Subcontractors shall undertake or continue existing EEO programs to ensure that minority group members and women are afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status. For these purposes, EEO shall apply in the areas of recruitment, employment, job assignment, promotion, upgrading, demotion, transfer, layoff, or termination and rates of pay or other forms of compensation.
 2. The Contractor shall submit an EEO policy statement to the AUTHORITY within seventy two (72) hours after the date of the notice by AUTHORITY to award the Contract to the Contractor.
 3. If Contractor or Subcontractor does not have an existing EEO policy statement, the AUTHORITY may provide the Contractor or Subcontractor a model statement (see Form #2 – Minority and Women-Owned Business Enterprises Equal Employment Opportunity Policy Statement).
 4. The Contractor’s EEO policy statement shall include the following language:
 - a. The Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, national origin, sex, age, disability or marital status, will undertake or continue existing EEO programs to ensure that minority group members and women are afforded equal employment opportunities without discrimination, and shall make and document its conscientious and active efforts to employ and utilize minority group members and women in its work force.
 - b. The Contractor shall state in all solicitations or advertisements for employees that, in the performance of the contract, all qualified applicants will be afforded equal employment opportunities without discrimination

MWBE APPENDIX

because of race, creed, color, national origin, sex, age, disability or marital status.

- c. 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.
- d. The Contractor will include the provisions of Subdivisions (a) through (c) of this Subsection 4 and Paragraph "E" of this Section III, which provides for relevant provisions of the Human Rights Law, in every subcontract in such a manner that the requirements of the subdivisions will be binding upon each subcontractor as to work in connection with the Contract.

C. Form #3 - Staffing Plan

To ensure compliance with this Section, the Contractor shall submit a staffing plan to document the composition of the proposed workforce to be utilized in the performance of the Contract by the specified categories listed, including ethnic background, gender, and Federal occupational categories. Contractors shall complete the Staffing plan form and submit it as part of their bid or proposal or within a reasonable time, but no later than the time of award of the contract.

D. Form #4 - Workforce Employment Utilization Report ("Workforce Report")

- 1. Once a contract has been awarded and during the term of Contract, Contractor is responsible for updating and providing notice to the AUTHORITY of any changes to the previously submitted Staffing Plan. This information is to be submitted on a quarterly basis during the term of the contract to report the actual workforce utilized in the performance of the contract by the specified categories listed including ethnic background, gender, and Federal occupational categories. The Workforce Report must be submitted to report this information.
- 2. Separate forms shall be completed by Contractor and any subcontractor performing work on the Contract.
- 3. In limited instances, Contractor may not be able to separate out the workforce utilized in the performance of the Contract from Contractor's and/or subcontractor's total workforce. When a separation can be made, Contractor shall submit the Workforce Report and indicate that the information provided related to the actual workforce utilized on the Contract. When the workforce to be utilized on the contract cannot be separated out from Contractor's and/or subcontractor's total workforce, Contractor shall submit the Workforce Report and indicate that the information provided is Contractor's total workforce during the subject time frame, not limited to work specifically under the contract.

MWBE APPENDIX

MWBE APPENDIX

- E. Contractor shall comply with the provisions of the Human Rights Law, all other State and Federal statutory and constitutional non-discrimination provisions. Contractor and subcontractors shall not discriminate against any employee or applicant for employment because of race, creed (religion), color, sex, national origin, sexual orientation, military status, age, disability, predisposing genetic characteristic, marital status or domestic violence victim status, and shall also follow the requirements of the Human Rights Law with regard to non-discrimination on the basis of prior criminal conviction and prior arrest.

IV. MWBE Utilization Plan

- A. The Contractor represents and warrants that Contractor has submitted an MWBE Utilization Plan either prior to, or at the time of, the execution of the contract.
- B. Contractor agrees to use such MWBE Utilization Plan for the performance of MWBEs on the Contract pursuant to the prescribed MWBE goals set forth in Section III-A of this Appendix.
- C. Contractor further agrees that a failure to submit and/or use such MWBE Utilization Plan shall constitute a material breach of the terms of the Contract. Upon the occurrence of such a material breach, AUTHORITY shall be entitled to any remedy provided herein, including but not limited to, a finding of Contractor non-responsiveness.

V. Waivers

- A. For Waiver Requests Contractor should use Form #5 – Waiver Request.
- B. If the Contractor, after making good faith efforts, is unable to comply with MWBE goals, the Contractor may submit a Request for Waiver form documenting good faith efforts by the Contractor to meet such goals. If the documentation included with the waiver request is complete, the AUTHORITY shall evaluate the request and issue a written notice of acceptance or denial within twenty (20) days of receipt.
- C. If the AUTHORITY, upon review of the MWBE Utilization Plan and updated Quarterly MWBE Contractor Compliance Reports determines that Contractor is failing or refusing to comply with the Contract goals and no waiver has been issued in regards to such non-compliance, the AUTHORITY may issue a notice of deficiency to the Contractor. The Contractor must respond to the notice of deficiency within seven (7) business days of receipt. Such response may include a request for partial or total waiver of MWBE Contract Goals.

VI. Quarterly MWBE Contractor Compliance Report

Contractor is required to submit a Quarterly MWBE Contractor Compliance Report (Form #6) to the AUTHORITY by the 10th day following each end of quarter over the term of the Contract documenting the progress made towards achievement of the MWBE goals of the Contract.

MWBE APPENDIX

VII. Liquidated Damages - MWBE Participation

- A. Where AUTHORITY determines that Contractor is not in compliance with the requirements of the Contract and Contractor refuses to comply with such requirements, or if Contractor is found to have willfully and intentionally failed to comply with the MWBE participation goals, Contractor shall be obligated to pay to the AUTHORITY liquidated damages.
- B. Such liquidated damages shall be calculated as an amount equaling the difference between:
 - 1. All sums identified for payment to MWBEs had the Contractor achieved the contractual MWBE goals; and
 - 2. All sums actually paid to MWBEs for work performed or materials supplied under the Contract.
- C. In the event a determination has been made which requires the payment of liquidated damages and such identified sums have not been withheld by the AUTHORITY, Contractor shall pay such liquidated damages to the AUTHORITY within sixty (60) days after they are assessed by the AUTHORITY unless prior to the expiration of such sixtieth day, the Contractor has filed a complaint with the Director of the Division of Minority and Woman Business Development pursuant to Subdivision 8 of Section 313 of the Executive Law in which event the liquidated damages shall be payable if Director renders a decision in favor of the AUTHORITY.

**MINORITY AND WOMEN-OWNED BUSINESS ENTERPRISES – EQUAL
EMPLOYMENT OPPORTUNITY POLICY STATEMENT**

M/WBE AND EEO POLICY STATEMENT

I, _____, the (awardee/contractor) _____ agree to adopt the following policies with respect to the project being developed or services rendered at _____

M/WBE

This organization will and will cause its contractors and subcontractors to take good faith actions to achieve the M/WBE contract participations goals set by the State for that area in which the State-funded project is located, by taking the following steps:

- (1) Actively and affirmatively solicit bids for contracts and subcontracts from qualified State certified MBEs or WBEs, including solicitations to M/WBE contractor associations.
- (2) Request a list of State-certified M/WBEs from OGDENSBURG BRIDGE AND PORT AUTHORITY and solicit bids from them directly.
- (3) Ensure that plans, specifications, request for proposals and other documents used to secure bids will be made available in sufficient time for review by prospective M/WBEs.
- (4) Where feasible, divide the work into smaller portions to enhanced participations by M/WBEs and encourage the formation of joint venture and other partnerships among M/WBE contractors to enhance their participation.
- (5) Document and maintain records of bid solicitation, including those to M/WBEs and the results thereof. Contractor will also maintain records of actions that its subcontractors have taken toward meeting M/WBE contract participation goals.
- (6) Ensure that progress payments to M/WBEs are made on a timely basis so that undue financial hardship is avoided, and that bonding and other credit requirements are waived or appropriate alternatives developed to encourage M/WBE participation.

EEO

(a) This organization will not discriminate against any employee or applicant for employment because of race, creed, color, national origin, sex, age, disability or marital status, will undertake or continue existing programs of affirmative action to ensure that minority group members are afforded equal employment opportunities without discrimination, and shall make and document its conscientious and active efforts to employ and utilize minority group members and women in its work force on state contracts.

(b) This organization shall state in all solicitation or advertisements for employees that in the performance of the State contract all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex disability or marital status.

(c) At the request of the contracting agency, this organization shall request each employment agency, labor union, or authorized 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 this organization's obligations herein.

(d) Contractor shall comply with the provisions of the Human Rights Law, all other State and Federal statutory and constitutional non-discrimination provisions. Contractor and subcontractors shall not discriminate against any employee or applicant for employment because of race, creed (religion), color, sex, national origin, sexual orientation, military status, age, disability, predisposing genetic characteristic, marital status or domestic violence victim status, and shall also follow the requirements of the Human Rights Law with regard to non-discrimination on the basis of prior criminal conviction and prior arrest.

(e) This organization will include the provisions of sections (a) through (d) of this agreement in every subcontract in such a manner that the requirements of the subdivisions will be binding upon each subcontractor as to work in connection with the State contract

Agreed to this _____ day of _____, 2_____

By _____

Print: _____ Title: _____

_____ is designated as the Minority Business Enterprise Liaison
(Name of Designated Liaison)
responsible for administering the Minority and Women-Owned Business Enterprises- Equal Employment
Opportunity (M/WBE-EEO) program.

M/WBE Contract Goals

_____ 20% Minority and Women's Business Enterprise Participation

_____ 10% Minority Business Enterprise Participation

_____ 10% Women's Business Enterprise Participation

EEO Contract Goals

_____ % Minority Labor Force Participation

_____ % Female Labor Force Participation

(Authorized Representative)

Title: _____

Date: _____

FORM 0 MWBE UTILIZATION FORM

FORM 1 NOTICE OF DEFICIENCY FORM

FORM 2 MODEL EEO POLICY STATEMENT

FORM 3 STAFFING PLAN FORM

FORM 4 WORKFORCE EMPLOYMENT UTILIZATION REPORT

FORM 5 WAIVER REQUEST FORM

FORM 6 QUARTERLY MWBE CONTRACTOR COMPLIANCE REPORT