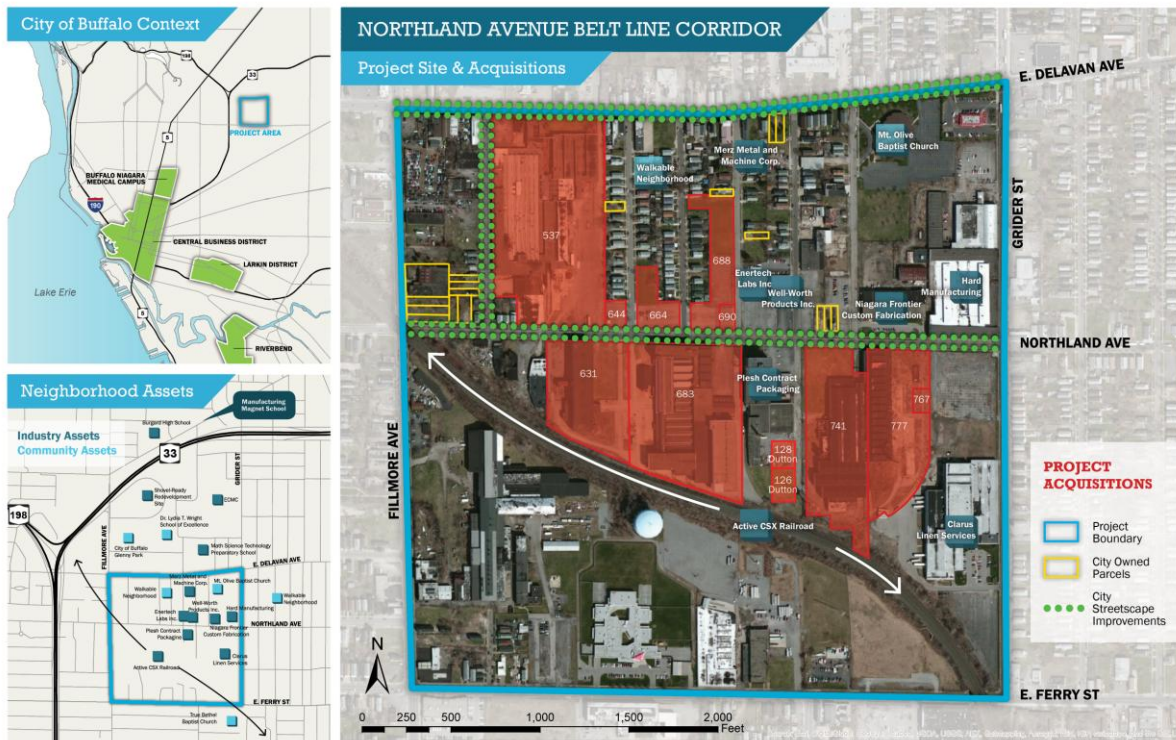


# Northland - Beltline Corridor

## BUFFALO, NEW YORK

### Property Management and Leasing

### REQUEST FOR PROPOSALS



Buffalo Urban Development Corporation

Hon. Byron W. Brown, Chairman

**NORTHLAND - BELTLINE CORRIDOR**  
**Property Management & Leasing**  
**Request for Proposal**

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**OVERVIEW:**

The Buffalo Urban Development Corporation (BUDC) is seeking proposals from qualified vendors to provide comprehensive property management and leasing services for a collection of industrial properties that it is acquiring along the Northland-Beltline Corridor in the City of Buffalo, New York. These properties, described in more detail below, include five (5) separate buildings totaling over 750,000 square feet in space and are in varying physical condition and availability for leasing. Therefore, the property manager will be asked to provide services that gradually increase in scope and comprehensiveness over time as the properties are renovated and prepared for occupancy.

**BACKGROUND**

The Buffalo Urban Development Corporation (BUDC), in partnership with Empire State Development and the City of Buffalo, is in the process of acquiring multiple properties in the Northland Avenue Belt Line Corridor. The purpose of these acquisitions is to return these properties to productive use, assist with revitalizing the surrounding neighborhood, and provide employment opportunities for nearby residents by creating a new manufacturing and training hub on Buffalo's East Side.

Over the last decade, the city has focused industrial land reclamation efforts in South Buffalo, with remarkable success evidenced by the Buffalo High Tech Manufacturing Innovation Hub at RiverBend and Buffalo Lakeside Commerce Park. However, the city will soon face a shortage of shovel-ready light-industrial land for the projected growth in manufacturing. An accessible labor force, established road, rail, and utility infrastructure, and the potential for land assembly make the Northland Corridor an ideal location for the city's next manufacturing center.

In September 2014, the Buffalo Billion Initiative awarded funding to acquire 50 acres of vacant or underutilized industrial land and over 700,000 SF of industrial buildings in the Northland Corridor. The first step is to formulate a redevelopment plan for the key properties that BUDC will acquire. BUDC recently awarded a contract for this work to LiRo Engineers, Inc. ("LiRo") to assist in the preparation of this plan, and to prepare the necessary SEQRA documentation for its implementation. In addition to the initial scope of services LiRo may be tasked with additional work to prepare and implement the recommended redevelopment strategy.

Concurrent with preparation of this redevelopment plan, the City of Buffalo's Office of Strategic Planning will be preparing a neighborhood revitalization plan for the larger project area, defined below.

**PROJECT AREA**

The project area is bordered by the Kensington Expressway to the northwest; Grider Street to the east; and an active CSX rail corridor to the southwest. It encompasses a number of former industrial complexes, including Houdaille Industries, Niagara Machine & Tool Works, and Otis Elevator Company. The key properties that BUDC will acquire and their

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initial property management services are:

**537 East Delavan** 10.5-acre parcel with over 300,000 SF of space; constructed between 1927 and 1944; small portion of complex was recently used for truck repair business, remainder is vacant and in very poor condition.

Services required: Semi-weekly interior and exterior inspection. Building will likely be mothballed prior to evaluation by redevelopment team and long term environmental clean up.

**631 Northland** 3.9-acre parcel with almost 42,000 SF of space; constructed in 1953; currently used for miscellaneous storage.

Services required: Active leasing and property management services.

**683 Northland** 7.3-acre parcel with over 235,000 SF of space; constructed between 1910 and 1981; currently used for miscellaneous storage.

Services Required: Active leasing and property management services.

**741 Northland** 4.9-acre parcel with over 96,000 SF of space; constructed in 1930; shares common wall with 777 Northland; currently vacant and in very poor condition.

Services required: Semi-weekly interior and exterior inspection. Building will likely be mothballed prior to evaluation by redevelopment team and long term environmental clean up.

**777 Northland** 5.0-acre parcel with over 81,000 SF of space; constructed in 1948; shares common wall with 741 Northland; currently vacant and in poor condition.

Services required: Semi-weekly interior and exterior inspection. Building will likely be mothballed prior to evaluation by redevelopment team and long term environmental clean up.

**767 Northland** 0.2-acre parcel; vacant

Services Required: Semi-weekly inspection and removal of any accumulated trash.

**126 Dutton** 0.4-acre parcel; vacant

Services Required: Semi-weekly inspection and removal of any accumulated trash.

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- 128 Dutton**            0.3-acre parcel; vacant
- Services Required: Semi-weekly inspection and removal of any accumulated trash.
- 644 Northland**        0.3-acre parcel; surface parking
- Services Required: Semi-weekly inspection and removal of any accumulated trash. Snow removal as required. Parking lot and exterior maintenance as specified below.
- 664 Northland**        0.9-acre parcel; surface parking
- Services Required: Semi-weekly inspection and removal of any accumulated trash. Snow removal as required. Parking lot and exterior maintenance as specified below.
- 688 Northland**        1.7-acre parcel; surface parking
- Services Required: Semi-weekly inspection and removal of any accumulated trash. Snow removal as required. Parking lot and exterior maintenance as specified below.
- 690 Northland**        0.2-acre parcel; surface parking
- Services Required: Semi-weekly inspection and removal of any accumulated trash. Snow removal as required. Parking lot and exterior maintenance as specified below.

**PROJECT DESCRIPTION**

The Northland Corridor was originally developed as a manufacturing center along the New York Central Belt Line, and is one of the most extensive industrial areas on Buffalo's East Side. It is located near the Erie County Medical Center, Mt. Olive Baptist Church, and several public schools, including the new Manufacturing Magnet School at Burgard High School.

Transportation access includes major north-south (Fillmore and Grider) and east-west (Delavan and Ferry) surface streets, the Kensington Expressway (NYS 33), and an active CSX rail line. The redevelopment plan will evaluate the existing roads, rail corridor, and key properties within the project area, recognizing the opportunities and constraints presented by the properties, both individually and collectively, and its existing and potential transportation linkages.

In December 2013, Panamerican Consultants completed a "Preservation Ready Survey" that provides reconnaissance-level documentation for some of the buildings in the

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Northland Corridor. A redevelopment plan will investigate, verify, and map the current conditions of properties that would impact reuse. A site plan will be developed in a manner that weighs the value of historic preservation with the benefits of redeveloping the site to its maximum potential.

The redevelopment plan will occur within the context of the city's Comprehensive Plan, Land Use Plan, and Unified Development Ordinance. LiRo has been awarded the responsibility to create a Redevelopment Plan and SEQRA documentation and participating, as appropriate, through the conclusion of the SEQRA review process. LiRo's work is anticipated to be completed by year-end 2015. The firm selected to perform Leasing and Property Management will be expected to coordinate with LiRo in the creation of the Redevelopment Plan and the SEQRA documentation.

**Project Phasing**

It is anticipated that there will be three phases to this property management and leasing service:

1. Preactivation Phase – To begin on or about June 1, 2015. During this time the successful respondent to this RFP ("Vendor") will be required to perform a security check on Mondays and Thursdays inspecting all the parcels and the exterior and interior of the buildings. The vendor will also be responsible for maintaining the appearance of the exterior areas removing trash, clearing snow and cutting grass. In addition, the Vendor will comply with all requirements in Section 5 of Exhibit B.
2. Transition Phase – To begin on or about April 1, 2016. At this time it is anticipated that 631 and 683 Northland Avenue will be available for leasing and the remainder of the project area will require the services indicated above. A portion of 683 Northland Avenue could be occupied by a tenant at this time. In addition, the Vendor will comply with all requirements in Section 5 of Exhibit B.
3. Stabilization Phase – During this time Vendor will continue to perform work as specified for each area outlined above under Project Area in accordance with the Scope of Services and Vendor Responsibilities in Exhibit D below. Based on successful leasing activity, it is also anticipated that the fee for the Vendor will be based on a percentage of gross revenues.

**Term**

The initial term of this agreement for services will be for three years with a two-year renewal to be mutually agreed to.

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**Scope of Services**

Customer has outlined a recommended Scope of Services in Exhibit D. Respondents are to submit pricing to comply with this Scope of Services. Customer acknowledges that potential Vendors responding to this RFP may have an alternative approach to preserve and increase the value of the Northland Beltline Corridor. If that is the case, kindly submit that information along with the pricing for what is being proposed.

**General Requirements and Reservations**

**MINORITY AND WOMEN-OWNED BUSINESS ENTERPRISE UTILIZATION**

In accordance with Governor Cuomo’s Executive Order No. 8 establishing a policy to promote equal opportunity in contracting for all persons, without discrimination for minority group members and women and business enterprises owned by them, and to eradicate the barriers that have impaired access by minority and women-owned business enterprises to State contracting opportunities, the BUDC and the City of Buffalo seeks to encourage meaningful partnerships with and participation from certified Minority and Women-Owned Business Enterprises (M/WBE) at all project levels. For purposes of this solicitation, the City of Buffalo hereby establishes an overall goal of (a) 25% for Minority-Owned Business Enterprises (“MBE”) participation and 5% for Women-Owned Business Enterprises (“WBE”) participation for third-party vendors and services utilized during the life of this contract, and (b) a minority workforce goal of 25% and a woman workforce goal of 5%. The vendor must document good faith efforts to provide meaningful participation by MWBEs as subcontractors or suppliers in the performance of the contract and agrees that the BUDC may withhold payment pending receipt of the required MWBE documentation. M/WBEs companies are encouraged to respond.

**RESIDENT EMPLOYMENT**

Part of the larger purpose of the Northland-Beltline Redevelopment Project is to provide increased employment opportunities to City of Buffalo residents, in particular residents in distressed and highly-distressed neighborhoods. Therefore, the respondent will be asked submit a plan for providing employment opportunities to neighborhood and City of Buffalo residents, either through their own forces or through vendors and subcontractors that they will be engaging. BUDC and the City of Buffalo can provide referrals to community and not-for-profit organizations, such as, but not limited to, the Buffalo Employment & Training Center (BETC), Community Action Organization (CAO) of Erie County, Center for Employment Opportunities (CEO), the Black Chamber of Commerce, the Buffalo Urban League, and local, faith-based community development organizations to assist with the employment outreach.

Utilization plans for both M/WBEs and minority/women and neighborhood employees must be completed as part of the submission. For guidance on completing utilization plans and assistance on affirmative action compliance please submit your questions and inquiries through the contact process outlined above.

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**INSURANCE REQUIREMENTS**

Vendor will be expected to carry the following levels of insurance coverage at a minimum:

- Commercial General Liability \$1 million per occurrence
- General Aggregate limits of \$2 million
- Automobile \$1 million
- Umbrella \$5 million

**INFORMATION MEETING**

An information meeting will be held on **Thursday, April 30, 2015 at 10:00 AM in the Conference Room at 95 Perry Street, Suite 404, Buffalo, NY** to address any general questions that potential respondents may have regarding this RFP. The meeting will be followed by a site walkover. Any other requests for RFP interpretations should be made ***in writing*** to BUDC (faxes will be accepted at 856-6754, attn. David Stebbins; or e-mail to ***dstebbins@buffalourbandevelopment.com***). No requests for oral interpretations via the telephone will be accepted.

**SUBMISSION OF PROPOSALS:**

**Three (3) printed copies and one (1) electronic copy** of the Proposals must be submitted, **no later than 4:00 PM, Thursday, May 21, 2015 to:**

**David A. Stebbins, AICP**  
**Buffalo Urban Development Corporation**  
**95 Perry Street, Suite 404**  
**Buffalo, New York, 14203**  
**[DStebbins@BuffaloUrbanDevelopment.com](mailto:DStebbins@BuffaloUrbanDevelopment.com)**

At a minimum, proposals will include:

1. One time transition in costs (if any).
2. Monthly fee for required services during Pre Activation Phase
3. Monthly fee for required services during Transition Phase
4. Projected date Stabilized Phase will start and monthly fee structure for required services during this phase
5. System/methodology for tracking work order performance and accounting for same.
6. Philosophy of Firm
7. Firm overview
8. Similar projects managed
9. Any applicable reference letters
10. Provide a list of any potential conflicts e.g. Vendor owned property, existing listings of similar nature, etc.



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**SELECTION PROCESS:**

A BUDC Selection Committee will evaluate Proposals determining which proposals are most advantageous to the BUDC, its partners and this project. The Committee will be composed of representatives of BUDC, the City of Buffalo, Empire State Development and other key partners in this project. The Committee will interview the short listed candidates the week of June 8.

**SELECTION PROCEDURE**

1. The selection team will evaluate and score all proposals received. BUDC will select the proposal with the lowest responsible dollar amount that meets the terms of this RFP. BUDC may determine it's necessary to select a proposal other than the lowest responsible dollar offeror. In that case, BUDC will consider relevant factors such as:
  - a. Delivery requirements
  - b. Quality requirements
  - c. Quantity requirements
  - d. Past vendor performance and/or experience
  - e. The unavailability of three or more vendors who are willing to quote on a procurement
  - f. It may be in the best interests of BUDC to consider only one vendor who has previous expertise with respect to a particular procurement.
2. Proposals not meeting minimum requirements and those, which are not responsive, will not be given further consideration.
3. A short-list of three (3) firms will be asked to participate in an interview process the week of June 8.
4. When interviews, discussions and negotiations are concluded, the BUDC may request revised proposals and /or best and final offers from responsible proponents in the competitive range.
5. Proposals will be re-evaluated and scored. The selection team will recommend that the proponent with the highest overall score be awarded the contract. The recommendation must be approved by the BUDC Board of Directors prior to the execution of a contract.

**NOTE:** BUDC reserves the right to make the award based upon the initial proposals submitted, without presentations or discussions.

BUDC does not assume the responsibility or liability for costs incurred by firms responding to this RFP or to any subsequent requests for proposals, interviews, additional information, submissions, etc. prior to issuance of a contract.

***THE BUDC RESERVES THE RIGHT TO REJECT ANY OR ALL  
PROPOSALS, AND THE RIGHT TO WAIVE ANY INFORMALITIES  
THEREIN.***

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**Public Domain**

Respondents are advised that New York law provides that, upon the award of a contract subsequent to an RFP, the contents of all proposals received pursuant to said request may be placed in the public domain and become public records subject to examination by any interested parties pursuant to the New York State Freedom of Information Law (FOIL). Trade secrets and proprietary information, recognized by BUDC as such, may be protected from public disclosure if respondents clearly identify, in writing, any part of their proposals, which they claim to be proprietary information, trade secrets or other commercial information, or non-individual financial information that may be protected under FOIL. After the recommendation of the Selection Committee to the BUDC Board and a contract is awarded, all proposals are considered public documents, except those items specifically identified as proprietary. Proposals in total will not be considered proprietary. All materials submitted by a respondent in response to this RFP will become the property of BUDC.

**1. Restrictions on Bidder Communications with BUDC**

Bidders are hereby notified that BUDC is required to collect certain information when contacted by a Bidder during the Restricted Period and make a determination of the responsibility of the Bidder pursuant to State Finance Law §§139-j and 139-k. Certain findings of non-responsibility can result in rejection of a contract award, and in the event of two findings within a four (4) year period, the Bidder may be barred from obtaining governmental procurement contracts.

**2. Bidder's Affirmation of Understanding of and Agreement pursuant to State Finance Law §139-j (3) and §139-j (6)(b)**

BUDC is required to obtain written affirmations from all Bidders as to the Bidder's understanding of and agreement to comply with BUDC's procedures relating to permissible contacts (described in paragraph 1 above). The affirmation must be provided to BUDC when the Bidder submits its proposal. The form of affirmation to be completed and submitted by the Bidder is included herein as **Attachment B (Attachment 1)**.

**3. Bidder's Certification of Compliance with State Finance Law §139-k (5)**

State Finance Law §139-k (5) requires Bidders to provide written certification that all information provided to BUDC with respect to State Finance Law §139-k is complete, true and accurate. The certification must be provided to BUDC when Bidder submits its proposal. The form of certification to be completed and submitted by the Bidder is

**4. Bidder Disclosure of Prior Non-Responsibility Determinations**

State Finance Law §139-k (2) obligates BUDC to obtain specific information regarding prior non-responsibility determinations with respect to State Finance Law §139-j. In accordance with State Finance Law §139-k, each Bidder must disclose whether there has been a finding of non-responsibility made within the previous four (4) years by any Governmental Entity due to: (a) a violation of State Finance Law §139-j or (b) the

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intentional provision of false or incomplete information to a Governmental Entity. State Finance Law §139-j sets forth detailed requirements about the restrictions on contacts during the procurement process. A violation of State Finance Law §139-j includes, but is not limited to, an impermissible contact during the Restricted Period (for example, contacting a person or entity other than the designated contact person, when such contact does not fall within one of the exemptions).

As part of its responsibility determination, State Finance Law §139-k (3) mandates consideration of whether a Bidder fails to timely disclose accurate or complete information regarding the above non-responsibility determination. In accordance with the law, no procurement contract shall be awarded to any Bidder that fails to timely disclose accurate or complete information under this section, unless a finding is made that the award of the procurement contract to the Bidder is necessary to protect public property or public health and safety, and that the Bidder is the only source capable of supplying the required article of procurement within the necessary timeframe. **Exhibit B – Attachment 2** entitled “Offerer Disclosure of Prior Non-Responsibility Determinations” must be completed by the Bidder and submitted to BUDC at the time of Bidder’s submission of its proposal.

New York State Finance Law §139-k (5) provides that every procurement contract award subject to the provisions of State Finance Law §§139-k and 139-j shall contain a provision authorizing termination of the contract in the event that certification provided by the Bidder that is awarded the contract is found to be intentionally false or intentionally incomplete. The following provision is hereby incorporated by reference and included in the contract that is awarded (if one is awarded) pursuant to this Request for Proposals:

**BUDC Termination Provision**

Pursuant to New York State Finance Law §139-k (5), BUDC reserves the right to terminate this contract in the event it is found that the certification filed by the Contractor in accordance with New York State Finance Law §139-k was intentionally false or intentionally incomplete. Upon such finding, BUDC may exercise its termination rights by providing written notification to the Contractor in accordance with the written notification terms of this contract.

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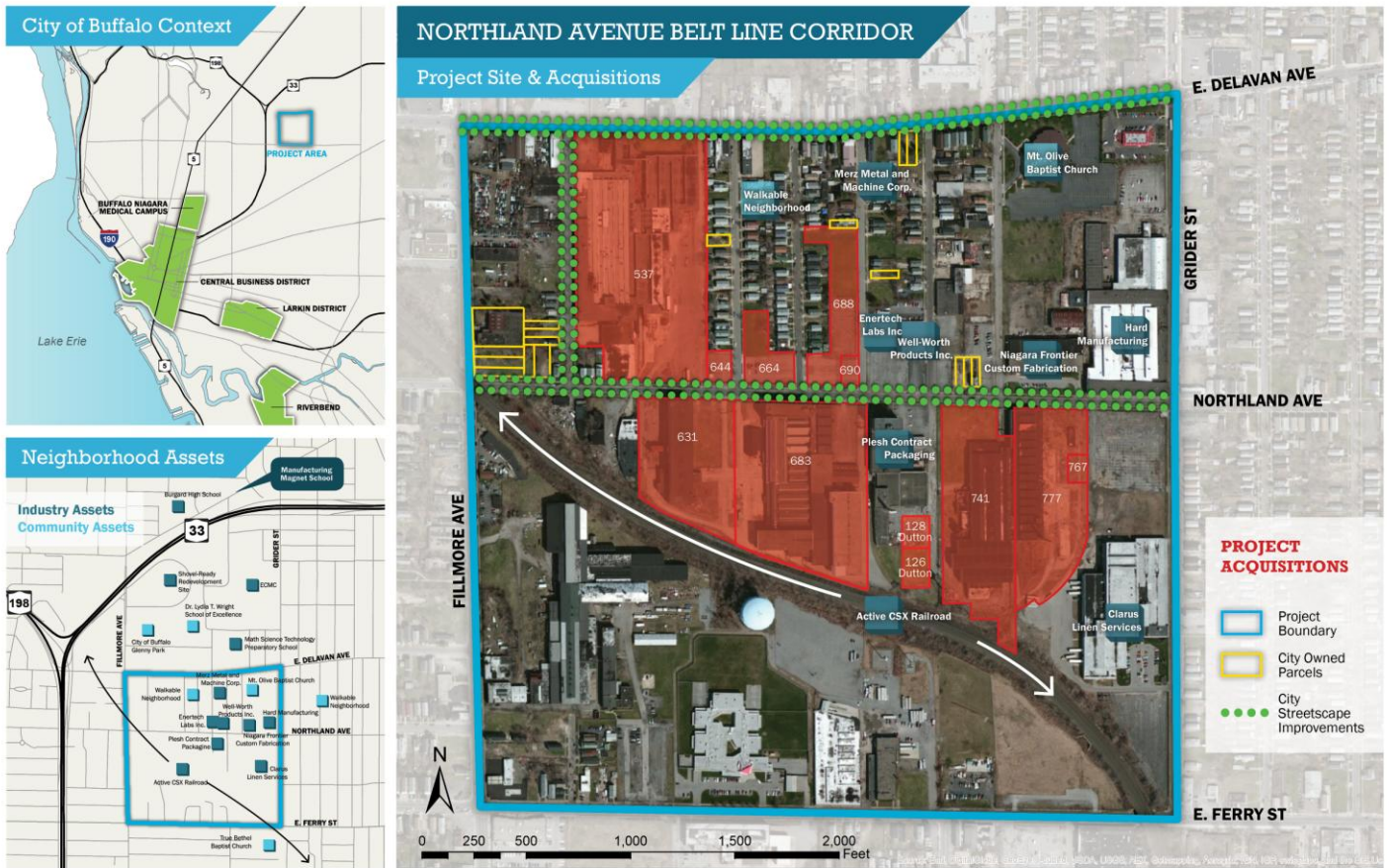
# **EXHIBITS**

# NORTHLAND - BELTLINE CORRIDOR

## Property Management & Leasing Request for Proposal

### EXHIBIT A

### PROJECT AREA MAP



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**EXHIBIT B**

**Exhibit B – Attachment 1**

**Affirmation of Understanding & Agreement pursuant to State Finance Law §139-j (3) and §139-j (6) (b)**

I affirm that I understand and agree to comply with the procedures of BUDC relative to permissible contacts as required by State Finance Law §139-j (3) and §139-j (6) (b).

By: \_\_\_\_\_

Date: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Contractor Name:

\_\_\_\_\_

Contractor Address:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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**Exhibit B – Attachment 2**

**Offerer Disclosure of Prior Non-Responsibility Determinations**

Name of Individual or Entity Seeking to Enter into the Procurement Contract:

\_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

Name and Title of Person Submitting this Form:

\_\_\_\_\_

Contract Procurement Number: N/A

Date: \_\_\_\_\_

1. Has any Governmental Entity made a finding of non-responsibility regarding the individual or entity seeking to enter into the Procurement Contract in the previous four years? (Please circle):

No

Yes

If yes, please answer the next questions:

2. Was the basis for the finding of non-responsibility due to a violation of State Finance Law §139-j (Please circle):

No

Yes

3. Was the basis for the finding of non-responsibility due to the intentional provision of false or incomplete information to a Governmental Entity? (Please circle):

No

Yes

4. If you answered yes to any of the above questions, please provide details regarding the finding of non-responsibility below.

Governmental Entity:

\_\_\_\_\_

Date of Finding of Non-responsibility:

\_\_\_\_\_

Basis of Finding of Non-Responsibility:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

*(Add additional pages as necessary)*

5. Has any Governmental Entity or other governmental agency terminated or withheld a

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Procurement Contract with the above-named individual or entity due to the intentional provision of false or incomplete information? (Please circle):

No

Yes

6. If yes, please provide details below.

Governmental Entity:

\_\_\_\_\_

Date of Termination or Withholding of Contract:

\_\_\_\_\_

Basis of Termination or Withholding:

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

(Add additional pages as necessary)

Offerer certifies that all information provided to BUDC with respect to State Finance Law §139-k is complete, true and accurate.

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Signature

Name: \_\_\_\_\_ Title: \_\_\_\_\_



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**Exhibit C**

**BUFFALO URBAN DEVELOPMENT CORPORATION**

**PROCUREMENT POLICY**

***Scope and Purpose***

Pursuant to Section 2824 of the Public Authorities Law, the Buffalo Urban Development Corporation (“BUDC”) is required to establish and adopt a procurement policy. This Policy shall also be applicable to all procurements undertaken by any existing subsidiary or affiliated organizations of BUDC and such other subsidiaries and affiliates as may hereafter be established by BUDC.

***Procedures***

1. Solicitation Procedures for the Purchase of Commodities, Equipment, Goods or Services:
  - a. Up to \$5,000 per instance – The discretion of the President of BUDC or authorized designee.
  - b. Greater than \$5,000 to \$25,000 per instance – Documented verbal quotations or written/fax/email quotations from at least three vendors.
  - c. Greater than \$25,000 per instance – Written Request for Proposal.
  - d. Notwithstanding the foregoing, if it is reasonably anticipated that cumulative procurements pursuant to paragraphs a or b above will exceed \$50,000 per calendar year for a single vendor, BUDC shall be required to prepare a Written Request for Proposal for such procurements.
2. Exceptions. Alternative proposals or quotations shall not be required for procurements made through or with respect to:
  - a. New York State or Erie County contracts;
  - b. State Finance Law Section 175-b (from agencies for the blind or severely handicapped);
  - c. Correction Law Section 186 (articles manufactured in correctional institutions);
  - d. Emergency Procurements – an emergency exists if the delay caused by soliciting quotes would endanger health, welfare, property or a time-sensitive economic development opportunity. Approval of the President after appropriate consultation with one or more of the other officers of BUDC is necessary, which shall be documented and shall also include a description of

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the facts giving rise to the emergency.

- e. Sole Source Procurements – A “sole source” means a situation where (i) there is only one possible source from which to produce goods and/or services available in the marketplace, (ii) no other goods and/or services provide substantially equivalent or similar benefits, and (iii) considering the benefits, the cost to BUDC is reasonable.
  - f. Utilities and Affiliate Transactions – The purchase of utilities and inter-affiliate or subsidiary transactions are excepted from alternative proposal/quotation requirements.
  - g. Unavailability of three (3) vendors who are able or willing to provide a quote.
3. Basis for the Award of Contracts
- Contracts will be awarded to the lowest responsible dollar offeror who meets the specifications therefor, except in circumstances that BUDC determines justify an award to other than the lowest responsible dollar offeror. In making any such determination, BUDC shall consider relevant factors including, without limitation:
- a. Delivery requirements
  - b. Quality requirements
  - c. Quantity requirements
  - d. Past vendor performance and/or experience
  - e. The unavailability of three or more vendors who are able or willing to quote on a procurement.
  - f. It may be in the best interests of BUDC to consider only one vendor who has previous expertise with respect to a particular procurement.
  - g. Any procurement excepted from the alternative proposal/quotation requirements as set forth in subdivision 2 of this Section B, and the procurement of professional services in Section E of this Policy.

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4. Documentation.

- a. A record of all solicitations for alternative proposals or quotations, the response (if applicable), and any determinations pursuant thereto shall be maintained in the procurement file.
- b. For each procurement by BUDC, the President of BUDC or authorized designee shall set forth in writing the category of procurement that is being made and what method of procurement is specified.
- c. Whenever an award is made to other than the lowest responsible dollar offeror the reasons for doing so shall be set forth in writing and maintained in the procurement file.
- d. Whenever the specified number of quotations cannot or will not be secured, the reasons for this shall be indicated in writing and maintained in the procurement file.

***Erie County Businesses and Minority & Women Owned Enterprises.***

It is the goal of BUDC to provide opportunities for the purchase of goods and services from (i) business enterprises located in Erie County and (ii) certified minority and/or women-owned business enterprises. To that end, BUDC will utilize available lists of M/WBE businesses certified by Erie County and/or State of New York and use its best efforts to solicit bids and proposals from such businesses by notifying them of opportunities to submit proposals and/or bids for goods or services when practical. In addition, where the procurement of a specific good or service is to be accomplished using funds other than the funds of BUDC or its affiliates, BUDC shall comply with all M/WBE goals and other M/WBE requirements applicable to such funding.

***Effect on Other Procurement Requirements.***

Where the procurement of a specific good or service is to be accomplished using funds other than the funds of BUDC and such funding sources specify different or more restrictive procurement requirements than are provided for in this Policy, the procurement requirements of the funding source will supersede the requirements of this Policy.

***Professional Services.***

Contracts for professional services involve the application of specialized expertise, the use of professional judgment, or a high degree of creativity. Professional services include services, which require special education and/or training, license to practice or are creative in nature. Examples are: lawyers, doctors, accountants, and engineers. Furthermore, professional service contracts often involve a relationship of personal trust and confidence. Procurement of professional services in an amount up to \$25,000 is not subject to the solicitation procedures contained in Sections B(1) (a) and (b) of this Policy. Procurement of professional services in an amount greater than \$25,000 shall be made through a Written Request for Proposal (RFP) or a Request for Qualifications (RFQ) process.

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***Procurement of Insurance.***

Procurement of Insurance Brokerage services is subject to this Policy as a professional service. Notwithstanding the foregoing, actual insurance policies procured are not subject to the requirements of this Policy.

***Procurement Lobbying.***

BUDC shall follow the applicable provisions of the New York Procurement Lobbying Law for any contract or other agreement for an article of procurement involving an estimated annualized expenditure in excess of \$15,000.

***Other Reporting Requirements.***

Procurements are intended to be made for no greater than the fair market value of the asset procured. In the event circumstances exist in which the acquisition of an asset is made where the contract price to be paid by BUDC exceeds the fair market value of the asset, BUDC shall include in its annual report required by Section 2800(2) of the Public Authorities Law a detailed explanation of the justification for making the purchase without competitive bidding and a certification by the President and Chief Financial Officer of BUDC that they have reviewed the terms of the acquisition and determined that it complies with applicable law and this Policy.

***Annual Review.***

This Policy shall be subject to the annual review and approval of the BUDC Board of Directors.

Adopted: 7/7/2009

Amended: 6/8/2010

Re-Adopted: 3/29/2011

Re-Adopted: 3/27/2012

Re-adopted: 2/26/2013

Amended 3/31/2015

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**Exhibit D**

**Scope of Services and Vendor Responsibilities**

**1.1 Marketing/Leasing**

- a. Buffalo Urban Development Corporation (“Customer”) will appoint the successful bidder (“Vendor”) as the sole and exclusive leasing, rental agent, broker and manager of the Buildings.
- b. Vendor shall use its best efforts to rent all space in the Buildings specified which are now vacant or may become vacant during the term of this agreement. When appropriate, Vendor shall engage the services of other real estate brokers to lease space in the Building who shall be paid from such commissions as may become due to Vendor under the terms of this agreement.
- c. Vendor shall work with Customer to develop leasing parameters for the Buildings to include: minimum rent, range of rental rates, type of lease to be used e.g. gross, net etc., acceptable length of lease term, tenant improvement allowance, maximum and minimum amount of leased space, rent concessions and a standard lease document.
- d. Customer shall refer all inquiries concerning the rental of space in the Buildings to Vendor. All negotiations with prospective tenants shall be conducted by Vendor or under its direction. All leases will be executed by Customer.
- e. Subject to the approval of Customer and at Customer’s expense, Vendor shall advertise such space as is available for rent and arrange for such signs, renting plans, brochures and other forms of advertising as may appear advisable. Customer shall reimburse Vendor for all out-of-pocket expenses.
- f. The Vendor will be entitled to a six percent commission on the gross revenues of any lease procured solely by Vendor. If a tenant is represented by an outside broker, the outside broker will be entitled to a five percent commission and the Vendor will be entitled to a two percent commission both based on the gross revenues of the lease.
- g. Commissions will payable 50% upon the full execution of the lease document and the remaining 50% upon the tenant taking possession of their premises.

**2.1 Vendor's General Responsibilities**

The Vendor shall provide all personnel (including salary administration for all staffing) and subcontractors, equipment, tools, materials, vehicles, supervision, and other items and services necessary for Vendor to perform all those services, tasks, and functions for Customer as required by and as defined in this Scope of Services. The Services shall be performed in accordance with all applicable laws, rules or regulations. The Vendor shall provide guidance to and coordination with Customer to ensure effective and economical operation of all property management activities. Work can include, but shall not be limited to: dispatching; real property maintenance, operations, and management services, engineering services, environmental services, planning, programming, designing, and execution services; and emergency services. Most work will be typical to industrial site uses.

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**2.2 General Types of Work Included in the Scope**

*a. Management Work*

- Management work includes but is not limited to all general overhead, management, administrative costs, equipment and supplies needed to operate the management function, subcontract management, vehicles, and training (not specifically directed by Customer). Activities in this classification are not chargeable to a specific identifiable function.

*b. Support Work*

- Support work pertains to all administrative activities required to coordinate the workforce for all daily tasks defined in this Scope of Services. This includes, but is not limited to, work inception, planning, scheduling and dispatch, work order management, budgeting, analysis, recurring reports, Customer/Vendor meetings, presentations, and proposal preparations.

*c. Functional Work*

- Functional work pertains to the execution of all day-to-day property management tasks. This includes, but is not limited to, general building maintenance, mechanical maintenance, electrical maintenance, safety and security, elevator service and maintenance, janitorial, security, landscaping, snow removal and other work as described in greater detail in this section.

*d. Capital Projects*

- A Capital Project is a project that improves a Customer asset, often called infrastructure or aesthetic improvement. See Capital Projects and Capital Plan.

**2.3 Outline of Vendor's Responsibilities**

Vendor shall foster a pride in ownership by providing quality customer support services to include proactive, preventative and predictive maintenance and repair management, timely response, identification of facility needs and complete property management skills, conscientious environmental stewardship, and responsible fiscal administration. Vendor will be required to provide comprehensive, professional property management services necessary to maintain, operate and preserve the building and grounds at the assigned locations. The Vendor will be responsible for annually assessing the condition of the buildings and their systems, as well as developing and implementing the building operations and preventative and predictive maintenance programs necessary to maintain, preserve and keep the premises in good repair and condition as further outlined in the Scope of Services. The services of the Vendor are to be of a scope and quality generally performed by professional property managers and executed in a reasonable, diligent, and careful manner so as to manage and supervise the operation, maintenance, and servicing of the properties located throughout Customer's geographical business platform. Services shall be provided in accordance with the highest standards of professionalism, skill, workmanship, and applicable trade practices and shall conform to all applicable codes and regulations. The Vendor will be obligated, at Customer's expense, to operate, repair, replace, and maintain in good order and condition, throughout the term of this contract, including, but not limited to the following:

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a. *Structural Portions*

The structural portions of Customer facilities (understood to include the roof deck, foundation, floor and load bearing walls).

b. *Non-Structural Portions*

The nonstructural portions of Customer facilities (understood to include the roof covering and membrane), including but not limited to, all improvements, alterations, and attached building fixtures, and furnishings.

c. *Building Systems*

All building systems, equipment, and fixtures including but not limited to core building systems that serve the infrastructure.

d. *Exterior Portions*

The exterior of the Customer facilities and the land on which the facilities are located, including but not limited to, landscaping, driveways, sidewalks, signage, lighting, and parking areas.

e. *Utility Systems*

Including but not limited to sanitary sewer, water, gas, electrical supply lines, back-up generators, Uninterruptable Power Supply (UPS) Systems, and storm/sanitary drains, whether located on land underlying the Customer facilities, and used to connect to the public systems.

f. *Driveways/Ramps*

Driveways, ramps, ingress/egress elements needed to access the Customer facilities. Including but not limited to signage and parking lot pavement markings.

g. *Fire Protection Equipment*

Fire alarms, fire pumps, fire sprinkler systems, emergency generators, FM-200 fire suppression systems, exit lighting, and other fire/life safety systems or equipment, each of which shall be tested for proper operation at least quarterly (more frequent is required or mandated).

h. *Planning*

In keeping with the overall purpose of the Northland Avenue Beltline Corridor project, Vendor will offer support and guidance in the formulation of the redevelopment plan to create a shovel ready light industrial park with a commitment to renewable energy.

**2.4 Standards**

*Level of Service*

- a. For all Service Categories, which fall under the umbrella of Property Management Services, service provision is to be of a scope and quality consistent with the operation of a first class industrial facility. The Vendor will be available 24/7 to respond to

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emergency facilities needs and requirements. The Vendor will provide a single-point customer call-in number and dispatch for all response maintenance requirements.

Customer is open to the type of web based work order system Vendor will use. Customer reserves the right to have input in and to approve the system to be used by Vendor.

- b. The Vendor shall comply with all Federal, State, and local laws and follow the most restrictive guidance in cases of conflicting guidance. All work shall be performed in accordance with all applicable laws and codes, manufacturers' recommendations, accepted industry standards and obligations under any lease applicable to a particular facility. Existing or newly developed Customer policies, regulations, and specifications ("Customer Policies") will apply provided that existing Customer Policies are given to Vendor at least thirty (30) days prior to the commencement of the services to be rendered pursuant to this scope of work and that future Customer Policies are given to Vendor at least thirty (30) days prior to their effective date, and provided further that any Customer Policies arising out of requirements under or changes to any applicable law, regulation or lease shall be effective as soon as possible.

**2.5 Tasking of the Vendor**

The Vendor will perform those tasks specified in this document or specifically directed and approved by the Customer's designated representative(s). Work performed without approval from these authorized persons will be considered out of the scope of the contract and may not be reimbursed by Customer. However, Vendor at all times shall have the expressed written authorization to take any action which can be deemed reasonable and proper in response to emergency life-safety situations which may arise from time to time, without the need to obtain prior authorization.

**2.6 Hours of Operation**

**a. Normal Working Hours**

- a. The Vendor will ensure that each facility is in good operating condition prior to the arrival of Customer staff. In general, normal hours of operations are from \_\_\_\_\_ Monday – Friday and \_\_\_\_\_ Saturday. (TBD)

**b. Holidays**

Holidays include:

- b. TBD

**c. Special Operating Hours**

- Occasionally a facility may be utilized after normal business hours and during holidays. When this occurs, the Vendor will provide service as if it were normal business hours. The Vendor will be notified if services under this section are required. Customer will use its best effort to provide at least a twenty-four (24) hour notice, but in some cases little or no advance notice may be given.



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*d. After-Hours Requirements*

- There are certain business as usual operations such as maintenance, life safety; snow removal, capital projects, and cleaning that will need to be performed outside of normal business hours.
- Management personnel will be available 24/7/365 to respond to emergency facilities needs and requirements.

**2.7 Travel Related Expenses**

*Routine Daily Travel*

- Routine travel costs between Customer facilities and/or Vendor's base of operations will be included in the burden rate of the functional charge.

**2.8 Management Services**

*a. Supervision of Staff*

Vendor will provide supervision of all of Vendor's staff and include but not be limited to the following:

- Conduct monthly one-on-one meetings with key staff in order to assess accomplishments and identify deficiencies.
- Assist each staff member to identify development and performance goals for the calendar year appropriate to their role and supporting objectives.
- Hold quarterly meetings to document performance and development.
- Address any performance issues as they occur.
- Write position description for all staff.
- Hire all staff
- Provide work direction for each staff member.
- Regularly meet with mechanics, electricians, installers, building maintenance staff and project managers to keep informed of the status of all work in progress.
- Maintain continuous lines of communication with internal Customer planners and external trades, coordinating all tradesmen activities to insure safe and efficient workflows.

*b. Financial Management*

- Vendor will create, and submit for approval on or before October 1st of each year, an annual capital and operating expense plan that details required expenses for property operations for each facility in accordance with Customer requirements. Customer will provide instructions on the budget process in sufficient time for Vendor to meet Customer budget deadlines.
- Vendor will submit for approval an annual capital plan for needed improvements to the facilities. (See Capital Projects and Capital Plan).
- Vendor will update and submit, on an annual basis, a 5-year building infrastructure capital and operating expense plan, and submit annual plans for approval. This plan shall detail each capital and operating improvement project by estimated cost, building system

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and location, degree of urgency, optimal timing, and benefit provided by such improvement. (See Capital Projects and Capital Plan).

- Vendor will provide to Customer on a monthly basis a Balanced Scorecard Report consisting of financial information and performance metrics.
- Vendor will collect rents and will timely process Customer invoices through Vendor's A/P system to avoid late fees. Vendor will, on an annual basis; no later than January 31st, submit benchmarking information to at least one professional organization and then compare performance to industry. Vendor will use this benchmarking information in the creation of Customer's strategic and operational plans.
- Vendor will continually look for areas to reduce operational costs and will implement as appropriate.

*c. Customer Relationship Management*

- Vendor will, via its own resources or through the use of a third party survey company, prepare and conduct semi-annual Service Level/Customer Satisfaction Assessments to be completed by all tenants. The information gathered should be presented in a "report card" fashion, which will then be used to direct annual planning. Any services not meeting expectations will require a written action plan on how the Vendor plans to meet expectation moving forward.

*d. Contract and Sourcing Management*

- Vendor will create all RFI's, RFQ's and RFP's necessary for the proper management of Customer facilities. Vendor will negotiate and execute all contracts necessary to support property management operations. Vendor will monitor and evaluate all services provided by their selected vendors, suppliers and vendors. Notwithstanding the above, Customer retains the right to review and approval all contract documents prior to execution and all RFI's, RFQ's and RFP's prior to issuance by the Vendor.

*e. Safety Training*

- Vendor will ensure that its staff are trained on an annual basis in the following areas: Right to Know, NFPA 70E, Lockout/Tag Out, Red Tag, Hot Work, Lifting, PPE, Fire Systems Operation, MSDS and OSHA. Proof of said training to be provided during the Transition-In Period, then annually on the Contract anniversary date.

*f. Insurance/Safety Liaison*

- Vendor will coordinate and participate in all insurance and safety walkthroughs and assessments required for all Customer facilities. Vendor with input from Customer will follow through with the implementation of required improvements resulting from inspections.

*g. Software Systems*

- Vendor will manage and maintain all maintenance service requests, employee time, work orders, work scheduling, subcontractor time (if on a Time & Materials basis), preventative and predictive maintenance scheduling and the like through a web based software program such as Corrigo, Facility 360 or comparable.

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h. *General Support*

- Vendor will track all Customer capital and operating projects which they are responsible to implement regularly communicating progress at a minimum in monthly reporting. Vendor will track all facility site utility expenses – break down costs by facility and type of utility expense and provide a monthly report comparing month over month and YTD expenses for benchmarking purposes.

i. *Capital and Operating Projects (See Capital Projects and Capital Plan)*

- Vendor will participate with Customer to develop long-range plans for capital projects in conjunction with business plans and initiatives.
- Vendor will identify annual property management projects that need to be accomplished including: building and site maintenance, roof system, mechanical and utility related repairs, replacements and maintenance.
- A five-year plan will also be developed on an annual basis and include project details, expected cost, degree of urgency, anticipated schedule and cost benefit analysis.
- Vendor will manage all aspects of these projects including: preparing documents (provided that Customer shall have the right to review and provide comments to any agreements so prepared by Vendor or its counsel prior to execution thereof), obtaining bids to perform work or goods, providing bid analysis, select architects and engineers, evaluating vendors, selecting vendors needed to accomplish work, developing and overseeing project and schedule, providing programming and design direction, maintaining project budget, initiating and approving project expenditures and typical construction management services Vendor will provide feasibility studies as needed to validate each project as required by Customer.

**2.9 General Building Maintenance**

At Customer's expense, Vendor will undertake the following:

- Vendor will maintain and repair all interior and exterior building finishes, components, appurtenances and systems necessary to extend the life of the building and maintain its building class. Respond to all work orders within the guidelines set forth elsewhere in this Agreement. Customer will require Vendor to seek approval for all unbudgeted expenditures with the exception of emergency situations. Vendor will replace light bulbs, ballasts and starters to maintain lighting in and on the building. Repair/replace ceiling tile and grid work. Clean walls, patch and touch up paint using paints and finishes as per Customer specifications and existing finish schedules to maintain building appearance.
- The regular upkeep of physical properties (i.e. Land, Buildings, and Equipment) including recurring, preventive and on-going maintenance necessary to delay or prevent the failure of building systems and equipment. This includes systems and equipment that may not be critical or essential to the operation of a building as well as those systems and equipment that are critical or essential.

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**2.10 Mechanical Maintenance**

At Customer's expense, Vendor will undertake the following:

*HVAC/R Systems*

- Vendor will ensure all areas of each facility meet service level standards.
- All Customer owned mechanical and refrigeration equipment will be maintained based on manufacturer's recommendations and documented in their operation and maintenance manuals.
- All work performed will be tracked using a work order system that will generate all necessary Preventative and Predictive Maintenance work, and work orders will be created for all corrective work needed.
- All major repairs and replacements necessary to all mechanical equipment will be assessed and an action plan created within 24 hours of notification, 24/7.
- All Customer owned, leased, or otherwise controlled boiler systems will be torn down periodically both waterside and fireside and have maintenance performed as recommended by the equipment manufacturer.
- All Customer owned, leased or otherwise controlled chiller systems will have seasonal maintenance completed as documented by equipment manufacturer.
- Collaborate with Customer on the design of any and all new systems as may be necessary from time to time.
- Responsible for the installation of all new equipment needed or requested by Customer.
- Maintain building automation system and controls including but not limited to calibrating all controls either directly or through subcontractors.

*General Building Service Level Standards for areas serviced by Customer owned mechanical and refrigeration equipment.*

- All general office areas and offices will be maintained at \_\_\_\_\_ degrees  $\pm$  2 degree during the winter heating and summer cooling season during occupied hours. (TBD)
- All general office areas and offices will be maintained at \_\_\_\_\_ degrees  $\pm$  2 degrees during the winter heating season during unoccupied hours, Monday through Saturday and all day Sunday and holidays, unless Customer advises Vendor that business demands dictate otherwise. (TBD)
- All general office areas and offices will be maintained at \_\_\_\_\_ degrees  $\pm$  2 degrees during the summer cooling season during unoccupied hours, Monday through Saturday and all day Sunday and holidays, unless Customer advises Vendor that business demands dictate otherwise. (TBD)
- Computer/Data/Server Rooms (where applicable and considering existing equipment condition and or limitations) – Vendor will use its best effort to maintain an environment that is controlled 24/7 to the following standards 99.999% of the service time. Temperature will be maintained between \_\_\_\_\_ degrees and \_\_\_\_\_ degrees and humidity will be maintained between 40% and 55%. (TBD)
- All industrial areas will be maintained at \_\_\_\_\_ degrees  $\pm$  2 degrees during the winter heating season. (TBD)
- All industrial areas will be maintained at \_\_\_\_\_ degrees  $\pm$  2 degrees during the winter season during unoccupied operating hours, Monday through Saturday and all day Sunday

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and holidays, unless Customer advises Vendor that business demands dictate otherwise.  
(TBD)

**2.11 Electrical Maintenance**

At Customer's expense, Vendor will undertake the following:

*Electrical Systems*

- Vendor will, either directly or through subcontractors, maintain all electrical distribution systems, motor control centers, lighting panels, general power panels in a manner to insure optimal performance, reliability and applicable NEC safety standards. This will include annual infrared imaging of all electrical distribution switchgear. Vendor will also review current meters to determine what areas and services are monitored by each meter.
- Vendor will ensure all maintenance technicians are licensed and hold, at a minimum, a maintenance electrical license.
- Vendor will, either directly or through subcontractors specify, order, track and receive all electrical equipment and parts necessary for the proper operation and maintenance of Customer facilities.
- Vendor will use its best efforts to gather and catalog electrical circuitry for all Customer facilities.
- All UPS systems will be maintained based on manufacturer's documented maintenance requirements.
- Vendor will be responsible for the installation and reconfiguration of electrical systems or service necessary for the replacement of any mechanical systems.
- Vendor will be responsible for the repair and maintenance of all exterior building and parking lot lighting on Customer facilities, where applicable.
- Vendor in accordance with established Customer protocols will be responsible for installing BAU cabling as requested by Customer's IT department in accordance with Belden IBDN gigabit System 2400 Cabling Specifications.

**2.12 Safety and Security**

At Customer's expense, Vendor will undertake the following:

*Life Safety/Fire Suppression Systems*

- Vendor will be responsible for ensuring all FM200, wet pipe, dry pipe, hand held extinguishers, and electronic detection and notification systems are maintained as directed by NFPA Guidelines and tested in accordance with all Federal, State and Local governmental laws and statutes.
- Inspection, testing, and maintenance of installed fire suppression and detection systems shall be conducted by personnel trained/qualified in the maintenance and repair of the fire protection system.
- Vendor shall also create, and or maintain existing Evacuation, Fire Drill and Ventilation Shutdown Plans for Customer's Critical Operation Buildings. The Vendor will no less than twice per year conduct an evacuation drill with cooperation from the local fire or governmental agencies of authority. Document all aspects of the drills to provide historical perspective to be used for future drills to gauge process improvements.

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- All alarm and strobe testing needs to be completed between the hours of 6:00 pm and 6:30 am, and in no event shall any such testing be conducted during hours of operation of any Tenant unless specifically approved by Customer.

**2.13 Elevator Service and Maintenance**

At Customer's expense, Vendor will undertake the following:

*Elevator Service and Maintenance*

- Vendor shall, either directly or through subcontractors will be responsible for the City of Buffalo periodic safety inspection of all vertical transportation equipment and meetings with service providers to insure that the proper maintenance is being performed as per state mandated specifications and manufacturer recommended maintenance protocols and equipment is operating at optimal performance standards.
- The Vendor shall, either directly or through subcontract, provide full maintenance service for the elevators located within the Customer facilities to insure the elevators remain in proper operating condition during all normal working hours and are 100% code compliant.

**2.14 Janitorial**

The Vendor shall work with Customer to develop janitorial specifications and provide such services through its own resources or subcontractors at Customer's expense where appropriate.

**2.15 Landscaping**

The Vendor shall work with Customer to develop landscaping specifications and, provide all grounds maintenance and landscaping services through its own resources or subcontractors at Customer's expense. The purpose of grounds maintenance and landscaping is to ensure that grass, trees, shrubs, plant beds and plants are clean, neat, healthy and have a professional appearance every day.

**2.16 Security**

The Vendor shall work with Customer to develop security specifications and provide such services through its own resources or subcontractors at Customer's expense where appropriate.

**2.17 Snow Removal**

The Vendor shall work with Customer to develop snow removal specifications and provide all ice and snow removal services through its own resources or subcontractors to ensure all roadways, sidewalks, walkways, walking paths and entryways on Customer facilities are free of ice and snow at all times during working hours.

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**2.18 Others**

At Customer's expense, Vendor will undertake the following:

*Signage/Flags*

- Vendor shall ensure all signs, including illuminated brand signage on Customer property, are maintained in accordance with good practices and applicable traffic regulations and local guidance, where applicable. Flags and flagpoles must be maintained according to Customer standards provided that such standards are promulgated and delivered to Vendor. The American flag flown on any Customer property must be properly maintained and never flown in a faded, torn or tattered condition and in accordance with the United States Code.

*Asbestos Abatement/Mold Remediation – Lead Based Paint Abatement*

- The Vendor shall manage asbestos removal, mold remediation work and lead based paint abatement, as required, to support routine maintenance and repair in accordance with all Local, State and Federal standards and requirements, provided that Vendor must obtain Customer's approval prior to the commencement of any such testing, removal, work or abatement.

*Exterior Electrical Distribution System*

- In addition to maintaining permanent distribution systems, the Vendor shall provide temporary electrical distribution systems as conditions warrant or as otherwise directed by the Customer.

*Utility Billings*

- The Vendor shall review monthly water, gas, electric, and sewer bills to determine accuracy of billed amounts with a focus toward identifying discrepancies. Vendor will also track on a monthly basis utility costs per location in a web-based or equivalent software package and benchmark against historical and industry costs.

*Purchase of Utilities*

- The Vendor will consult with Customer to determine the most effective way to purchase utilities and, if appropriate, solicit bids for the supply of electricity and natural gas.

*Submetering*

- The Vendor will consult with Customer to determine if tenants should be individually submetered for utilities. If it is determined that submetering is appropriate, the Vendor will coordinate the installation of submeters and the monthly reading and invoicing for the commodity used.

*Permits*

- The Vendor shall obtain and maintain building permits, digging permits, hot work permits, confined space entry permits, pressure vessel certification, air quality permits, fuel storage tank permits and any other required permits prior to the start of work.

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*Disaster Response & Continuity of Essential Services*

- The Vendor shall provide effective contingency and disaster response for building malfunctions and natural disasters. Vendor personnel assigned to the Customer facilities must be available twenty-four (24) hours a day, seven (7) days a week. The Vendor shall respond within the time frame identified for Priority 1 Work Orders following discovery or notification. The Vendor will immediately begin its risk assessment and analysis; establish command and control operations; provide communications; and monitor recovery actions.
- The Vendor shall continue to provide essential facility and infrastructure operation, maintenance and repair, and customer service during a crisis or emergency. Provide service twenty-four (24) hours a day until the crisis is over, as directed.

*Disruption of Services*

- Any disruption of building services requires prior approval from Customer's designated representative (unless the disruption is a result of an emergency situation). The Vendor shall plan and coordinate scheduled outages. Any downtime during normal hours of occupation and outside of authorized outages (unless due to an emergency situation) shall be considered unauthorized downtime. Any situation that requires unscheduled corrective maintenance (unless due to an emergency situation) shall be considered a breakdown.

*Client Coordination*

- The Vendor shall coordinate routine work that affects any Tenant business directly with the affected party. The Tenant shall be notified directly before work is scheduled to begin, notified directly of any schedule changes, and provided with WO status. Tenant shall be notified of completion of work and invited to provide feedback on work to attain their satisfaction prior to closing a work order.
- 

*Facility Management Work Order System*

- The Vendor shall use the work order system approved by Customer to receive, review, approve, coordinate, and track all work requests; log, schedule, and record all labor associated costs to each work request.
- The Vendor will provide a sufficient level of training to all Tenants on the proper use of the Work Order System, more specifically how to enter work order requests, track work order progress and survey completion. This training will occur during the contract transition period but no later than 30 days following the transition. All travel related and training costs will be the responsibility of the Vendor and are included in the Transition-In Costs.

*Vendor Management Documentation*

- Documents, correspondence, and reports related to the management of the contract shall be generated and maintained electronically to the maximum extent possible. All electronic documents, correspondence, and reports shall be backed up at least daily using best available technology to insure sufficient redundancy.



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*Hand Held Data Devices*

- Customer will require Vendor's personnel to use Blackberry or similar type devices programmed to connect in real time with the work order management system. The Vendor will use them in the performance of maintenance and repairs operations, as well as for asset management and preventative and predictive maintenance tasks.

**2.19 Vendor Personnel**

*Vendor Employees*

- The Vendor shall not employ persons or subcontract persons known by Vendor to be a potential threat to the health, safety, security, general well being or operational mission of Customer. The Vendor shall ensure, at the Vendor's cost, that employees obtain and maintain current certifications/licenses needed to perform work to which they are assigned. Employees must maintain necessary qualifications in order to accomplish required work, not limited to professional registration, frequency/adequacy of training, etc.
- All Vendor employee positions identified elsewhere in this Agreement are 100% dedicated to Customer's account, unless otherwise specified and agreed and will not be shared with any other Vendor customer.
- The Vendor will ensure that all of its employees and subcontracted employees communicate safely and effectively, with original documentation, well enough to perform work to the standards of this Agreement.
- All Vendor and subcontractor personnel needing unescorted access to Customer facilities will be subject to a mutually agreed upon background check. As a condition of accessing and working in Customer facilities, all personnel used to perform work in locations under the terms of this contract shall be required to pass a background check in accordance with the provisions set forth in this Agreement at Vendors expense.

*Access Control Requirements*

- Customer will require all Vendor personnel who make frequent visits to Customer facilities to obtain photo identification cards to be worn and visible when entering any Customer facility.
- The Vendor shall take reasonable precautions to prevent keys/key cards issued to the Vendor by Customer from being lost, stolen or misplaced or used by unauthorized persons. The Vendor shall notify Customer to arrange for re-key of locks in the event keys or key cards are lost, stolen or misplaced or otherwise compromised at no cost to Customer. Immediately report lost or duplicate keys to Customer. Vendor shall prohibit the use of Customer issued keys by any persons other than the Vendor's employees. Only the Vendor's employees engaged in the performance of assigned work or personnel authorized entrance by Customer shall be granted access to locked areas.

*Appearance of Vendors Employees*

- Vendor personnel shall present a clean, neat and professional appearance at all times and be easily recognized as Vendor employees by means of Vendor-issued and Customer approved uniforms, such approval not to be unreasonably withheld, delayed or conditioned. At a minimum, the Vendor shall ensure that uniforms exhibit an identifying

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badge or patch, which shall include the company name. Each employee shall wear a photo identification card on the front outer clothing. The photo identification card shall be visible at all times.

**2.20 Material, Equipment, and Subcontract Purchases**

*Purchases*

- The Vendor shall purchase and manage all materials, equipment, and subcontracts to be used in the performance of this contract on behalf of Customer. The Vendor shall follow BUDC's procurement policy (attached as Exhibit C), combined with sound business practices, and should result in the best value for Customer. The Vendor will be required to demonstrate that the source of the purchase is in the best interest of Customer based on cost, delivery date, and quality of material/services provided. All purchasing records of the Vendor for material used in the performance of the contract will be available for review by Customer upon request. Furthermore, all materials/equipment to be replaced shall be new and shall be manufactured by a reputable manufacturer, subject to Customer approval, as required. All substitutes for the original manufacturer's equipment related to the upgrading of equipment shall be Energy Star® compliant, if available.
- All purchases of \$2,500 or greater will be approved in advance by Customer's designated representative.

*Service and Purchase Agreements*

- Customer will review all potential Vendor agreements for the provision of services or products under this Agreement or applicable SOW, and may in its sole discretion require Vendor not to enter into such agreement. Customer may, in its sole discretion, collaborate and assist Vendor in sourcing certain products or services where Customer's involvement may result in a more favorable outcome than had the Vendor independently sourced the product or service.
- All third party Vendor agreements for services or products to be provided to Customer hereunder must be assignable in full to Customer by Vendor without the prior consent of any party. Upon request of Customer, including without limitation upon the termination or expiration of the Agreement or an SOW created thereunder, Vendor shall immediately execute all reasonably necessary documents or instruments and take all other actions reasonably necessary or prudent to complete the assignment of any service or supply agreement(s) identified by Customer to Customer.

*Material Storage and Office Space*

- The Vendor will be provided access to existing space for storage of materials at all Customer facilities, where required and available.

*Material Charges to a Work Task*

- Material charges to a work task will be based on the actual cost. Vendor will not be permitted to increase the cost of materials for so called overhead, administrative or profit charges.

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*Material Management*

- The Vendor shall manage and charge all material costs to a specific cost center task using a work order. It is the intent of Customer that the Vendor shall purchase and manage all inventory required for the performance of the contract.
- Vendor shall not charge Customer for any materials until the materials are identified with a specific work order task.

*Maintenance of Records*

- The Vendor shall electronically maintain records in form acceptable to Customer to document inspections, corrective or preventative actions taken, and the results of such actions and make records available to Customer.

**2.21 Administrative Records**

Any and all records, documents, data, and associated papers provided to Customer and/or generated for the purpose of this Agreement during the period of this contract become Customer property and will remain in place or provided to Customer upon contract termination or completion. During the period of the contract, records, documents, and associated papers shall be available for review by Customer or its representative(s).

**2.22 Safety Standards (OSHA)**

Adherence to the applicable Occupational Safety and Health Act (OSHA) standards will be mandatory for this contract. The Vendor shall comply with all Federal, State and Local laws and statutes concerning safety. The Vendor shall manage all work areas to ensure the safety of building occupants, employees and visitors in, or near the work areas. The Vendor must provide a Safety Plan within thirty (30) days for review and approval by Customer. The Plan must be implemented to insure all personnel are aware of the safety requirements. Vendor must ensure that personnel are properly trained on the equipment they are tasked to operate.

**2.23 Labor Disputes**

The Vendor will develop contingency procedures to minimize impact to Customer operations due to Vendor work interruptions. The Vendor will use its best efforts to provide continued service under this contract during periods of labor unrest by Vendor's employees such as walkouts, work slowdowns, protestors and strikes.

**2.25 Maintenance Plan**

*Facility and System Assessment*

- The Vendor shall evaluate the condition of all facility and system infrastructures and associated assets by assessing the technical condition, evaluating the repair priorities, and developing both short-term (twelve to eighteen (12-18) months) and long-range (three to five (3-5) years) infrastructure investment programs to support advocacy in the Customer budget process. All facilities and infrastructure shall be assessed using appropriate

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condition assessment software, generating written reports and capturing any and all warranty information as applicable.

*Preventative Maintenance (PM)*

- The Vendor shall develop and manage a well-defined PM program that considers all maintenance, is based on system conditions or performance, and achieves Customer's goal of improving facility quality while reducing life-cycle costs. Vendor is expected to utilize and maintain information in a web-based Computerized Maintenance Management System (CMMS).

*Work Analysis and Status Assessment*

- The Vendor shall conduct audits on the maintenance program to assess effectiveness using tools such as root cause failure analysis, reliability engineering and life cycle cost trends. Report trends of key maintenance indicators such as backlog, percent of man-hours scheduled, percent of scheduled work completed, status of PM service orders, etc.

*Equipment History*

- The Vendor shall provide updates for equipment history files of completed work orders for all machines and equipment individually identified as an asset. Updates shall include causes of failures and repairs made. Provide diagnostic records, such as infrared survey results, water treatment analysis, vibration analysis, oil analysis, steam trap testing results, amperage tests, etc.

*Warranties*

- The Vendor shall support existing and future Warranty Programs by identifying warranty items, investigating facility or equipment failure, and exercising warranty or guarantee in coordination with Customer.

*Heating, Ventilation, and Air Conditioning (HVAC) Systems*

- The Vendor shall review existing HVAC Maintenance and Refrigerant Management Plan, if any with Customer beginning thirty (30) workdays prior to the facility transition date. The plan shall be updated annually, on or about, the anniversary of the transition date. The plan shall include onsite refrigerant inventories, where refrigerants are used, and proposed plans for replacement of non-conforming equipment.

*Roof Systems*

- The Vendor shall develop and maintain on an annual basis a Roof Maintenance Plan (RMP) for every facility or build upon existing RMP's. This plan will include the types of roof material, condition, and outline short and long-term maintenance and replacement needs. The Vendor shall submit the initial Roof Maintenance Plan to Customer beginning sixty (60) workdays after the facility transition date.

*Parking Lot and Exterior*

- The Vendor shall develop and maintain on an annual basis Parking Lot and Exterior Plan for every facility or built upon existing plans. This plan will include the type of paving material, condition, and outline short and long-term maintenance and replacement needs.

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This plan will also identify the quantity of handicap sidewalk ramps, parking spaces and building access points and an opinion of whether they comply with the 2010 ADA Standards for Accessible Design.

Requirements are that all road and parking lot pavement shall be maintained. All pavement markings will be kept in a clearly visible condition and pavement will be seal coated and striped. Vendor shall identify repair or capital improvement projects for any pavement as required.

### 3 Capital Projects and Capital Plan

#### 3.1 Definition

A Capital Project is a project that improves a Customer asset, often called “infrastructure” or “aesthetic improvement.” To be included in the Capital Budget, a project must meet the following requirements (criteria):

1. It is a new construction, an expansion, a renovation, or a replacement project for an existing facility or facilities.
2. It is the purchase of equipment (assets) with a useful life of at least seven (7) years. It is a major maintenance or rehabilitation project for existing facilities (replacement rather than repair).

The single project and or combined project (accumulation of like projects affecting multiple facilities) must have a minimum total cost of at \$10,000 over the life of a project.

**Each project must relate to one of these five objectives:**

1. Repair/Maintenance – to prevent deterioration or maintain a facility in good repair and condition.
2. Replacement – to correct problems or deficiencies by replacing worn out parts, equipment, or sections such as sewer lines, streets, or new infrastructure to relieve system overloads.
3. Mandated – project that meets federal or state regulatory requirements or public safety standards. For example, ADA improvements, environmental clean-up/asbestos removal, and fire alarm systems are all required and mandated.
4. Expansion – to expand a system's service area to meet service demands (i.e. new facilities). Projects in this category must relate to long-range facility planning.
5. Efficiency – to make the infrastructure system more efficient with technological improvements, etc. These projects should either be money-savers or provide more service without more resources.

#### 3.2 Capital Project – Process

Vendor will on an annual basis perform a physical facility assessment of all facilities that are covered under this Scope of Services. The information obtained from the assessment will be

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used for the purpose of creating and updating the five (5) year capital plan and formulating the annual capital plan.

Each individual capital and operating project activity that makes up the annual capital or operating plan will have the following information details as part of the action plan:

- Property location
- Property Manager responsible for the plan
- Calendar year of work
- Project Name
- Project description
- Scope of work
- Project cost
- Projected start date
- Detailed Project scheduling (Gantt chart)
- In-service date of asset
- Cash flow
- Depreciation schedule
- Annual Depreciation impact
- Project Criticality

All Capital Projects or purchases will comply with BUDC's Procurement Procedures (see Exhibit C).

Once the annual capital plan has been approved it is the responsibility of the Vendor to manage the entire project implementation and construction management including project close out.

The five (5) year capital plan will be presented to the Customer's designated representative for approval each year with the annual operating plan. Each Project on the annual Capital Plan has to be submitted to the referenced individuals who will have final approval and veto rights to any and all Projects that are submitted by the Vendor.

Renewable Energy will be an important part of this process. A demonstration of such will be part of the Capital Project Process.

#### **4 Work Order Performance & Reporting**

Please provide information and details on the system you, as the Vendor, would use to track performance of and accounting for work orders.

#### **5 Financial Reporting and Record Keeping** - Customer's fiscal year is the calendar year.

**5.1 Annual Operating and Capital Budget** – The Vendor shall submit a proposed annual budget no later than September 1<sup>st</sup> of each year. Customer will consider the proposed budget and then will consult Vendor in the ensuing period prior to the commencement of the forthcoming

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calendar year in order to agree on an "Approved Operating Budget" and an "Approved Capital Budget". Vendor agrees to use diligence and to employ all reasonable efforts to ensure that the actual costs of maintaining and operating the facilities in the Portfolio shall not exceed the Approved Operating Budget nor the Approved Capital Budget pertaining thereto, either in total or in any one accounting category. All expenses must be charged to the proper account as specified in the approved Chart of Accounts (as set forth below) and no expense may be classified or reclassified for the purpose of avoiding an unfavorable variance in the annual budgeted amount of any accounting category. Vendor shall secure Customer's prior written approval for any unplanned and/or unbudgeted expenditure of \$2,500 or greater.

**5.2 Book of Accounts** - Vendor in the conduct of its duties and responsibilities to Customer shall maintain adequate and separate books and records for Customer's Account, the entries to which shall be supported by sufficient documentation to ascertain that said entries are properly and accurately recorded to Customer's Account. Such books and records shall be maintained by Vendor at Vendor's address as stated herein or at such other location as may be mutually agreed upon in writing. Vendor shall ensure such control over all accounting and financial transactions as is reasonably required to protect Customer's assets from i) theft, ii) error or iii) fraudulent activity on the part of Vendor's employees or other agents. Losses arising from such instances are to be borne by Vendor and shall include but not be limited to: (a) Theft of assets by Vendor's employees or other agents; (b) Overpayment or duplicate payment of invoices arising from either fraud or error; or (c) Unauthorized use of facilities by Vendor's employees or associates.

**5.3 Chart of Accounts** - Vendor shall work with Customer to produce a mutually acceptable Chart of Accounts.

- **Financial Reports** - Vendor shall furnish reports of all transactions occurring during the prior month to include collection of rents, payment of bills, and monthly accounting of said transactions. These reports are to be received by Customer on or before the 10th day of the month after the above described accounting period and must show all matters pertaining to the management, operations, and maintenance of Customer's Account during the month. The report shall include but not be limited to the items listed below:
  - Financial Statements to include:
    - Balance Sheet
    - Income Statement
    - Rent Roll
  - General Ledger
  - Check Register
  - Bank Account Reconciliation

Quarterly Operation Review to occur no more than 30 days beyond the end of each calendar quarter will include but not be limited to; Portfolio Overview, Scorecard Reporting, Best Practices, Environmental Issues, Financial Performance, etc.

In addition, Vendor shall prepare forms prescribed by Customer to facilitate the input of financial information into Customer's accounting system. Vendor will also provide an annual report listing all vendors used and amounts paid.

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**5.4 Supporting Documentation** - As additional support to the monthly financial statements and Quarterly Operations Review, management shall provide such additional supporting documentation as may reasonably be requested by Customer. All documents and reports are subject to change from time to time during the term of this Agreement at the direction of Customer.

**5.5 Operating Account** – Vendor shall establish and maintain during the term of this Agreement and any extension thereof a federally insured interest bearing checking account (the “Operating Account”) at First Niagara Bank for the sole purpose of paying all expenses incurred in the performance of this Agreement and any SOW issued thereunder. Vendor shall not be entitled to any reimbursement or compensation except as specifically set forth in this Agreement, unless Customer approves such expenses for reimbursement in writing in advance. The Vendor is authorized on behalf of the Customer to make all necessary disbursements from the Operating Account for expenses incurred by Vendor pursuant to the provisions of this Agreement. Customer agrees to supply Vendor with the funds required to make such disbursements. Vendor will submit a funding request on or before the 15<sup>th</sup> and last day of each and every month of this Agreement containing an invoice identifying the expenses Vendor intends to pay with the funds. Provided the expenses set forth on such invoice have been approved by Customer in writing advance or are otherwise specifically permitted under the provisions of this Agreement, Customer will deposit funds directly into the Operating Account on the basis of Vendor’s request.

**5.6 Accounting Principles** - All financial statements and reports required by Customer will be prepared in accordance with generally accepted accounting principles. Customer may specify that the statements or reports be prepared on an accrual or cash basis.

**5.7 Right to Audit** – Customer or its representative reserves the right to conduct examinations during normal business hours upon three (3) days prior written notice to Vendor, of the books and records maintained for Customer by Vendor no matter where the books and records are located. Customer also reserves the right to perform any and all additional audit tests relating to Vendor’s activities at the office of Vendor where Customer’s books and records are maintained provided, such audit tests are related to those activities performed by Vendor for Customer.