

**REQUEST FOR QUALIFICATIONS AND PROPOSALS
IN CONNECTION WITH
THE REDEVELOPMENT PROJECT
IN THE REHABILITATION AREA**

**TOWNSHIP OF WEST CALDWELL
ESSEX COUNTY, NEW JERSEY**

Issued on: April 2, 2018
Responses Due: June 1, 2018

Issued by: Mayor and Township Council of the
Township of West Caldwell
30 Clinton Rd.
West Caldwell, New Jersey 07006

OVERVIEW

The Township of West Caldwell (“Township” or “Redevelopment Entity”) has issued this Request for Qualifications and Proposals (“RFP”) in accordance with the Local Redevelopment and Housing Law, *N.J.S.A. 40A:12A-1*, et seq., for the rehabilitation and/or redevelopment project (“Project”) described herein.

This RFP constitutes an invitation to submit proposals to the Township subject to all terms and conditions herein, and does not represent an offer, obligation or agreement on the part of the Township. The Mayor and Township Council reserve the right to protect the best interests of the Township, to waive any technical errors, to reject any proposal (or any part thereof) for any reason whatsoever, or to reject all proposals for any reason whatsoever. The Township reserves the right at any time to withdraw this RFP. In addition, the Township retains the right to make modifications or additions to the RFP.

All proposals submitted in response to this RFP shall be prepared at the sole cost and expense of the respondents (“Respondent(s)” or “Redeveloper(s)”). The Township will not be responsible for paying any of the costs or expenses associated with the preparation or submission of proposals.

During the RFP application preparation period, no oral interpretation of any requirements of the RFP will be given to any prospective Redeveloper. Only written requests submitted by regular mail/fax/e-mail for interpretation or modifications to the RFP will be honored. However, such requests will only be accepted until 4:00pm on May 18, 2018. Requests should be directed to: Nikole H. Monroig, Township Administrator, nmonroig@westcaldwell.com by email. A written response by e-mail to the requestor will be made in about five (5) business days and both the inquiry and response may be posted on the Township’s website at www.westcaldwell.com within this time.

[Additional resources to assist in responding to this RFP may be found on the Town’s website at www.westcaldwell.com (see “Redevelopment Plan” on left side of Home Page)].

All proposals must include a proposal submission deposit of \$2,500 which will be used to cover the Township’s professional services for reviewing and evaluating submissions and is nonrefundable. If a Respondent is selected and conditionally designated by the Redevelopment Entity of the Township as a Redeveloper of some or all of the Redevelopment Parcels described herein, an escrow deposit will be required to cover the Township’s professional costs leading to the execution of a Redeveloper Agreement and subsequent meetings and reviews of submissions. Respondents must supply five (5) paper copies and one (1) electronic copy (on CD in MS Word and PDF format) of their RFP response. All RFP responses must be delivered no later than 4:00 p.m. on June 1, 2018 to Nikole H. Monroig, Township Administrator, 30 Clinton Rd., West Caldwell, NJ 07006. Proposals may be submitted in person to the office location, or may be sent by U.S. certified mail return receipt requested to the mailing address, or by private courier service. Any proposals received after the deadline or without the submission fee will be rejected. Postmarked proposals dated on the reception date but received after the reception date will be deemed late and rejected. The Township shall not be responsible for the loss, non-delivery, or

physical condition of proposals sent by mail or courier service. *E-mailed or faxed submissions will not be accepted.* All RFP submission materials become the property of the Township and will not be returned to the Respondents. Additionally, the Township shall have rights in all plans and intellectual property related to this project including but not limited to: conceptual, engineering, architectural, as-built plans, etc.

PURPOSE & INTENT OF RFP

This RFP is being issued by the Mayor and Council of the Township to implement the Redevelopment Plan set forth below. The Mayor and Council of the Township seeks qualified and experienced developer(s) for the purpose of redeveloping the Redevelopment Area, or portions thereof. Specifically, the Mayor and Council of the Township seek proposals for rehabilitation and/or redevelopment for the Redevelopment Area in accordance with the Redevelopment Plan and Redevelopment Ordinance.

The Township's Governing Body adopted Resolution No. 9630 on January 20, 2015 ("Rehabilitation Resolution"), designating Block 1504, Lots 1 & 2, Block 1901, Lot 13, Block 1903, Lots 1, 2, 3, 4, 5, 6, and Block 2100, Lot 8 ("Rehabilitation Area") as an area in need of rehabilitation pursuant to *N.J.S.A. 40A:12A-14*. This designation was based on findings that, inter alia, the majority of water and sewer infrastructure in the Rehabilitation Area was at least 50 years old and in need of repair or substantial maintenance. On June 30, 2017, the Township's Planning Board presented a Redevelopment Plan dated June 30, 2017, by Andrew Hipolit, P.P., of Maser Engineering and Consulting, P.A. On July 24, 2017, the Township's Planning Board adopted a Resolution constituting its Report regarding the Redevelopment Plan and proposed ordinance no. 1801. On September 5, 2017, the Township's Governing Body, by Ordinance No. 1801, adopted the Redevelopment Plan in accordance with *N.J.S.A. 40A:12A-7*. On March 5, 2018, the Township Planning Board adopted a Resolution constituting its Report regarding an amendment to the Redevelopment Plan and proposed ordinance 1807. On March 6, 2018, the Township's Governing Body, by Ordinance 1807, adopted an amendment to the Redevelopment Plan dated March 6, 2018, by Andrew Hipolit, P.P., of Maser Engineering and Consulting, P.A. ("Redevelopment Plan") and the changes effectuated by said amendment are annexed to Ordinance 1807 in redline form. A copy of the Redevelopment Plan is included as Appendix A. Ordinance 1801 and Ordinance 1807 shall be referred to collectively as the "Redevelopment Ordinance". On March 6, 2018, the Township Council adopted a Resolution authorizing the dissemination of the within RFP.

The Mayor and Council of the Township of West Caldwell are committed to stimulating responsible reinvestment in the Rehabilitation Area, which includes the Bloomfield Avenue corridor. The Bloomfield Avenue corridor is the Township's primary commercial retail corridor with a wide variety of retail and service businesses.

This RFP is intended to facilitate the rehabilitation of the public water and sanitary sewer infrastructure. It is further intended to facilitate the redevelopment of the properties in proximity to such infrastructure. In this regard, the RFP is intended to encourage appropriate infill development along the Bloomfield Avenue corridor. This RFP is further intended to effectuate

the purposes of the Rehabilitation Resolution, the Rehabilitation Plan, and the Rehabilitation Ordinance without limitation.

OBJECTIVE

In furtherance of the objectives of its Master Plan and Redevelopment Plan, the Township seeks proposals for the development and operation of ten (10) Redevelopment Parcels (“Parcels” or “Redevelopment Parcels”) that are more fully described below. These Parcels vary in size, but are all located along the Bloomfield Avenue corridor. Nine of the parcels are privately owned. One parcel is owned by the Township. Proposals that demonstrate bona fide efforts to combine some or all of the Parcels described herein may be given preference in the selection of a Redeveloper by the Township. The Township seeks development proposals which maximize the potential of the Rehabilitation Area and the Project and further benefits and compliments the surrounding area.

Generally, Respondents may be guided by the development permitted by the RAO Rehabilitation Area Overlay Zone set forth in the Redevelopment Plan. Specifically, the Township seeks RFPs for some or all of the Parcels which address one or more of the following:

- Rehabilitation of the water and sanitary sewer infrastructure identified in the Redevelopment Plan;
- Removal of older and inutile buildings in proximity to water and sanitary sewer infrastructure subject of the Redevelopment Plan;
- The encouragement of a new and aesthetically pleasing planned shopping center owned and managed by a single entity;
- Overall site improvements;
- Improvements to the streetscape;
- Improvements to the Kirkpatrick Lane Bus Station to servicing the Bloomfield Avenue corridor;
- Construction of a crosswalk at the traffic signal adjacent to Block 1903, Lot 6;
- Expanding the commercial corridor to encourage new commercial development;
- Creation of new employment opportunities in the Bloomfield Avenue corridor;
- Expansion of the mix of retail goods and services;
- Maximization of economic value to the Township;
- The avoidance of multiple stand-alone uses/developments and/or small-scale strip shopping development;
- Redevelopment in accordance with the goals and objectives of the Rehabilitation Resolution, Redevelopment Plan, Redevelopment Ordinance, the Township’s Master Plan, as amended and readopted, the Water System Master Plan, and the Purpose & Intent of this RFP.

DESCRIPTION OF REDEVELOPMENT PARCELS

This RFP pertains to proposals for the redevelopment of some or all of the ten (10) Redevelopment Parcels subject of the Rehabilitation Area designation and Redevelopment Plan by mutual agreement of the selected Redeveloper and the Township. Proposals may pertain to one or more of the Parcels or all of the Parcels. The Proposal is not required to pertain to all ten (10) Parcels. The specific Parcels are identified on the following table:

Block	Lot	Property Location	Owner	Facility Name	Year Built	Acres
1504	1	875-975 Bloomfield Ave.	Gr/SS Caldwell % Goodrich Assoc.	Essex Mall (Stop & Shop)	1971	17.90
1504	2	909 Bloomfield Ave.	PNC Realty Services	PNC Bank	1972	0.69
1901	13	950 Bloomfield Ave.	Aid Realty Associates	Konner Chevrolet	1971	5.23
1903	1	940 Bloomfield Ave.	Mundelein Development Corp.	Former Taco Bell	1977	1.36
1903	2	924 Bloomfield Ave.	SR Bloomfield Properties, LLC	Vacant (Former Gas Station)		0.57
1903	3	900 Bloomfield Ave.	Dominate WC, LLC	Burger King	1975	1.45
1903	4	880 Bloomfield Ave.	Sunrise Realty, LLC	Justice Motors	1970	3.87
1903	5	Bloomfield Ave. Rear	SR Bloomfield Properties, LLC	Vacant		6.69
1903	6	Bloomfield Ave.	Township of West Caldwell	Township Owned		20.43
2100	8	860 Bloomfield Ave.	The Bridge, Inc.	Office Building	1949	0.54

The specific Parcels are further described in the Redevelopment Plan.

If Block 1903, Lot 6, is included the Development Proposal, then the Development Proposal shall contain a proposal for the subdivision of Lot 6 so that only those portions of said Lot necessary for the Development Proposal are included therein and the remainder of Lot 6 remains Township owned.

THE PROJECT

The selected Redeveloper(s) will be responsible for the design and construction of uses permitted by the RAO Rehabilitation Area Overlay Zone and/or uses permitted by the underlying zoning. *Preference may be given to Respondent proposals that involve planned shopping centers as permitted by the RAO Rehabilitation Area Overlay Zone.* The selected Redeveloper(s) shall contribute their proportional share to the study, installation and/or upgrade of the water and sewer infrastructure identified in the Redevelopment Plan. The study, installation and/or upgrade of water and sewer improvements shall be undertaken in accordance with the Redevelopment Agreement and the time frame determined by the Township. The amounts of any such contributions shall be set forth in the Redevelopment Agreement(s) between the Township and the Redeveloper(s).

The selected Redeveloper will be responsible for completing any necessary engineering studies and design work for the development of some or all Redevelopment Parcels. All designs for work to be performed at the Parcels shall be prepared by licensed architects and engineers and

will require prior approval from the Township and any other Township, County, State or Federal agencies having jurisdiction. The Redeveloper is responsible for obtaining all necessary permits and approvals and assumes all responsibility for compliance with all Township, County, State and Federal codes and regulations. The Redeveloper will be responsible for all capital improvements and infrastructure improvements required for the Project including those set forth in the Redevelopment Plan.

PROCEDURAL TIMELINE

After the award of the RFP to the selected Redeveloper, the Redeveloper will have **sixty (60) days** to enter into the Redevelopment Agreement with the Township. The Redeveloper will have **sixty (60) days** to submit fully engineered plans and detailed architectural plans and elevations including proposed surfaces and materials (“Plans”) to the Mayor and the Township Council, acting as the Redevelopment Entity, including all proposed uses and meeting all requirements of this RFP and a consistency determination of the project to the Redevelopment Plan and/or zoning regulations. Once these Plans are approved by the Mayor and Township Council, acting as the Redevelopment Entity, the Redeveloper will follow the procedures for approval in the Redevelopment Plan. This approval phase shall be completed no later than **sixty (60) days** from the execution of the Redevelopment Agreement with the Township.

REDEVELOPMENT AGREEMENT REQUIREMENTS

The selected Redeveloper is required to enter into a Redevelopment Agreement with the Township to be approved by the Mayor and Township Council, acting as the Redevelopment Entity for the redevelopment of some or all of the Redevelopment Parcels. Upon designation, the Redeveloper shall enter into an Interim Cost Agreement with the Township to defray the Township’s expenses pending execution of the Redevelopment Agreement. The exact form of the Interim Cost Agreement and Redevelopment Agreement will be determined and approved by the Township after the award of the RFP, the Township’s acceptance of a Respondent’s Proposal or designation of Respondent as Redeveloper will not create any rights or obligations regarding such Respondent until the execution of, and posting of escrows pursuant to the Interim Cost Agreement, and the execution of the Redevelopment Agreement by the Township and Redeveloper. The selected Redeveloper shall also be required to enter any other agreements deemed necessary by the Redevelopment Entity. The Township in its sole discretion will have the option to terminate negotiations with a Redeveloper at any time without cause other than on the basis that the Township is not satisfied with the progress of negotiations. The Redeveloper shall have no cause of action or right to damages arising from the Township’s termination of negotiations with the Redeveloper prior to the execution of the Redevelopment Agreement by the Township and the Redeveloper. (The Township reserves the right to modify, omit and/or amend the above terms prior to entry into the Redevelopment Agreement with the Redeveloper. Respondents, however, should assume that all of the above terms will be requirements of the Redevelopment Agreement for purposes of responding to this RFP).

FORMAT OF RFP RESPONSES

The Township will evaluate all RFP responses guided by the evaluation criteria described below. The Township requires a standard format for all proposals submitted, as described below, to ensure that clear, concise and complete statements are available from each Respondent in response to the RFP requirements. The Township is not under any obligation to search for clarification through additional or unformatted information submitted as a supplement to the formatted response. Where a response contains conflicting information, the Township at its option may either request clarification or may consider the information submitted unresponsive.

Respondents must supply five (5) paper copies and one (1) electronic copy (on CD in PDF and MS Word format) of their RFP response. Each RFP response submitted must contain, in sequence and with the appropriate heading, each of the following sections:

- 1) Cover Letter
- 2) Title Page
- 3) Table of Contents
- 4) Executive Summary
- 5) Background/Experience
- 6) Scope
- 7) Objectives
- 8) Proposal for the Project
- 9) Project Work Plan
- 10) Financial Information
- 11) Development Proposal
- 12) Key Personnel
- 13) Pay to Play
- 14) Redeveloper Ownership Statement/Other

These required sections are further described and defined as follows:

1) *Cover Letter*. The Redevelopment Entity must receive one original cover letter on the official letterhead of the Respondent (in form and content exactly as set forth in Appendix B), which acknowledges, among other things, that the Respondent has completely reviewed and understands and agrees to be bound by the requirements of the RFP, and such letter commits the Respondent, if selected, to carrying out the provisions of the RFP. The entity submitting the Proposal also must, unless otherwise agreed to by the Redevelopment Entity, be the same entity that executes the Redevelopment Agreement covered by the Proposal. The cover letter must be signed by an Authorized Representative of the Respondent who is empowered to sign the Proposal and to commit the Respondent to the obligations contained in the Redevelopment Agreement. A certificate attesting to such authorization must be attached to the cover letter. If the Respondent is a partnership, the Proposal shall be signed in the name of the firm by one or more of the general partners. If the Respondent is a corporation, the authorized officer shall sign his name and his title beneath the full corporate name. If the Respondent is a joint venture, the joint venturer authorized to execute the Proposal by the terms of the joint venture agreement

must execute the Proposal, and a copy of the joint venture agreement must be submitted as part of the Proposal. Anyone signing the Proposal as agent must file with it legal evidence of his or her authority to execute such Proposal. All forms that require signatures of the Respondent shall be signed by the same individual(s) signing the cover letter in Form A-1.

2) *Title Page.* The proposal must include a title page, which identifies: the Project; the Respondent's Firm; name of the Respondent's primary contact; Respondent's address; telephone number; fax number; and email address.

3) *Table of Contents.* List the titles and page numbers for each major topic and sub-topic contained in the proposal, including the fourteen (14) required sections.

4) *Executive Summary.* A summary of the key points and highlights of the Respondent's RFP response which should illustrate why the Respondent is best suited for the Project.

5) *Background/Experience.* Include a brief history of the Respondent and how its experience is analogous to and qualifies it to meet the requirements of the RFP. The citation of specific comparable projects that are currently being worked on or have been completed in the past ten (10) years is strongly encouraged and Respondents supplying the same may be given more weight. Preference may be given to project experience involving the design, construction and operation of planned shopping centers of the nature described in the Redevelopment Plan. Respondents must indicate what type of business organization it is, e.g., corporation, partnership, sole proprietorship, Limited Liability Company or non-profit organization. If the Respondent is a subsidiary or direct or indirect affiliate of any other organization, it must indicate in its proposal the name of the related organization and the relationship. If the Respondent is a corporation, it shall list the names of those stockholders holding 10% or more of the outstanding stock. If the Respondent is a partnership, it shall list the names of all partners. If the Respondent is a limited liability company, it shall list the names of all members and the percentage of their membership interest. If any members of the LLC is another business entity, the members or principals of any such entity shall be disclosed in the same manner required for the Respondent LLC or corporation.

6) *Scope.* State what is understood to be the scope of the Project as identified by the Township. If any gaps in the scope of the Project as provided in the RFP are identified, clearly state these gaps in this section and clearly mark these concerns as such.

7) *Objectives.* State what the Respondent believes to be primary objectives for rehabilitation and redevelopment of the Parcels. Respondents may choose to offer suggestions for alternative or additional objectives. A description on how to measure the achievement of objectives throughout the life of the project should be included.

8) *Proposal for the Project.* Include a detailed description of the Respondent's proposal for the Project, including the rehabilitation of water and sewer infrastructure set forth in the Redevelopment Plan and other capital improvements, and how it satisfies the goals and objectives of the Township. Further, if Block 1903, Lot 6, is included the Development Proposal, then the Development Proposal shall contain a proposal for the subdivision of Lot 6 so

that only those portions of said Lot necessary for the Development Proposal are included therein and the remainder of Lot 6 remains Township owned. Additionally, Respondents should highlight any risks they deem to be significant enough in nature which could delay or stop the Project. Finally, this section should include a complete summary of any feasibility studies conducted to justify the proposal for the Project. Studies conducted should be included as attachments to the RFP response. Respondents shall submit a detailed conceptual plan of the proposed layout and appearance of each of the Redevelopment Parcels subject of the Proposal.

9) *Project Work Plan.* Provide a high-level project work plan, describing each of the proposed phases, activities and tasks of the Redeveloper. The work plan should present a picture of key activities, milestones, key dates, etc. necessary to redevelop some or all of the Parcels submitted for consideration. All assumptions that were made to complete the project plan should be documented in this section. Respondents should submit a detailed capital/design timetable that clearly outlines proposed improvements and the anticipated commencement and completion dates for these improvements (i.e., the expected duration of construction of each improvement). Respondents are urged to be realistic in the improvement cost estimate and completion time frame. However, preference in the selection of a Redeveloper may be given to Respondents who propose a shorter time frame for commencement and completion of the Redevelopment of some or all of the Parcels, provided other requirements for project experience and financial wherewithal to carry out the project are satisfactory to the Redevelopment Entity.

10) *Financial Information.* Provide a detailed breakdown of the total of all projected development costs and the sources of all anticipated funds to meet those costs. Provide sufficient financial information to establish the approximate net worth and/or liquid assets available to the Respondent for the proposed Project. This information should be in the form of certified financial statements showing assets and liabilities, including contingent liabilities. Full information shall be provided concerning any bankruptcy proceedings, and mergers or acquisitions within the past three (3) years, including comparable information for related companies and principals of companies, and any actual, threatened, and pending litigation which involve the Respondent(s), its parent company, holding company, related companies, principals of any such companies, or direct or indirect affiliates. If equity financing is to be obtained from sources other than the Respondent, a statement should be submitted from such other sources indicating their willingness and ability to provide the necessary funds. In addition to the above, the Respondent must include a pro-forma sheet for the Project, clearly indicating the projected income and expenses of the completed Project, throughout the term of any Redevelopment Agreement. This pro-forma projection must include explanations for all the assumptions used in its formulation. The Redevelopment Entity expressly reserves the right to request additional financial information.

11) *Development Proposal.* Detailed conceptual plans for some or all of the Redevelopment Parcels and related information shall be submitted as further detailed in item 7, under the heading: *Format of RFP Responses* above.

The Development Proposal shall contain Respondent's proposed plan for the redevelopment of some or all of the Redevelopment Parcels. This shall include a conceptual redevelopment plan

including details for proposed redevelopment uses (e.g., land use types, approximate square footage of each, etc.), building locations and footprints, roadways, sidewalks, parking, points of access, landscaping, streetscape design, open space and infrastructure. Further, if Block 1903, Lot 6, is included in the Development Proposal, then the Development Proposal shall contain a proposal for the subdivision of Lot 6 so that only those portions of said Lot necessary for the Development Proposal are included therein and the remainder of Lot 6 remains Township owned. The Development Proposal may include multiple or alternative conceptual plans and proposed uses. The Development Proposal should also include schematic architectural drawings identifying elevations, building entrances and proportions between discrete buildings.

The Development Proposal shall also include a proposed schedule for completion of the project, including any phasing that may be involved, and shall include information regarding proposed/anticipated financing, whether property acquisition will be required, information, to the extent known, regarding approvals that will be required, and information regarding construction. The proposal shall also state an estimated total cost of the project and a fiscal impact analysis addressing the effect of the proposal on the municipal services and the Township's tax base.

The Township shall have rights in all plans and intellectual property related to this project including but not limited to: conceptual, engineering, architectural, as-built plans, etc.

12) *Key Personnel*. Identify the proposed Project team, stating exactly the role that each proposed team member will assume and detail the qualifications that the team member possesses for their role. This shall include the Respondent and their engineers, architects, planners and should also include contractors, builders, lenders and other financiers.

13) *Pay to Play*. This section must include a completed and fully executed "Business Entity Disclosure Certification." Respondents are also referred to Local Unit Pay to Play Law, *N.J.S.A. 19:44A-20.4 et. seq.* The form of the requisite Business Entity Disclosure Certification may be found at http://www.nj.gov/dca/divisions/dlgs/resources/poli_docs/p2pbusedntdiscert.doc.

14) *Redeveloper Ownership Statement/Other*. This section must include at minimum a completed Redeveloper Ownership Statement for any person having an ownership interest equal to or greater than 10% of the Respondent and/or proposed development entity. This section must also include all of the ownership disclosures set forth in Items 5 and 10 relative to the members and/or principals of LLCs or other entities holding membership interests in the Respondent business entity. Respondents may include in this section any additional information they deem necessary which has not been supplied in any other portion of the Respondent's RFP response.

COMPLETENESS

In accordance with the Terms and Conditions, it shall be the sole discretion of the Mayor and Township Council to determine whether a proposal is complete, meets all requirements of this RFP, and is responsive to the RFP.

RFP RESPONSE EVALUATION AND SELECTION OF A REDEVELOPER

The RFP responses will be evaluated by the Township's professionals based upon, but not limited to, consideration of the following criteria:

- Development, operating and/or management experience in the field including experience relative to planned shopping centers in retail corridors;
- Appropriateness of design, site access, traffic mitigation, parking, and pedestrian circulation submitted in relation to the Township's vision for a new planned shopping center and/or revitalization of the Bloomfield Avenue corridor;
- Creativity and applicability of proposal;
- Soundness of financial plan and commitments;
- Capability of Redeveloper to execute the Project;
- Evidence that the Redeveloper has secured either an interest (contract or deed) in some of the Redevelopment Parcels and/or other properties located adjacent thereto or a joint venture MOU;
- Emphasis on the rehabilitation of the water and sanitary sewer infrastructure identified in the Redevelopment Plan and the removal of older and inutile buildings in proximity thereto;
- Project references;
- Interviews (optional at sole discretion of the Redevelopment Entity); and
- Overall strength of proposal.

RFP responses will be reviewed for compliance with the terms and conditions of the RFP. Any responses not responsive to the RFP will be rejected. Subject to all Terms and Conditions, the RFP response proposal(s) which the Township and/or its professionals determine best satisfies the criteria and goals of Redevelopment Plan, this RFP and the Township will be recommended to the Mayor and Township Council, acting as the Redevelopment Entity, for their consideration. The Redevelopment Entity of the Township will consider the recommendation and, at its discretion, vote to accept the recommended Respondent's proposal or one of the other Respondent's proposals for a Redevelopment Parcel. The Redevelopment Entity will designate such Respondent as the Redeveloper of the Redevelopment Parcel and authorize the Township to enter into a Redevelopment Agreement with the Respondent for the Project. The selected Redeveloper will be expected to execute the Redevelopment Agreement within **sixty (60) days** of approval of selection by the Redevelopment Entity.

OTHER REQUIREMENTS

Respondents are responsible for inspecting the Property firsthand and for ascertaining measurements, field conditions, code requirements, any required federal, state, county or local approvals including wetlands and/or New Jersey Department of Environmental Protection approvals needed for the Project and any design requirements in connection with their contemplated financing.

The Redeveloper must have sufficient monetary resources to provide for all pre-development costs associated with the Project. The Township will not provide any funding to pay for pre-development costs including, but not limited to, architectural, planning and engineering fees, legal fees, environmental reports or testing, financing and syndication costs, and surveys.

The Township shall not pay any costs or losses of any kind whatsoever incurred or suffered by any Redeveloper at any time, including the cost of responding to this RFP.

Selection of a Respondent's proposal will not create any rights on the Respondents part whatsoever until the execution by the Township of a Redevelopment Agreement. The Township in its sole discretion will have the option to terminate negotiations at any time if not satisfied with the progress of negotiations.

TERMS AND CONDITIONS

The Township and/or Redevelopment Entity reserves, holds, and may exercise, in its sole discretion, the following rights and options with regard to the RFP process:

1. To select any prospective Respondent in accordance with the provisions of this RFP;
2. To reject, for any reason, any and all responses and components thereof and to eliminate any and all Respondents to the RFP from further consideration for this redevelopment opportunity;
3. To eliminate any Respondent who submits an incomplete, inadequate, or non-responsive Proposal, or reject any non-responsive Proposals;
4. To reject all Respondents;
5. To supplement, amend, or otherwise modify the RFP and the advertising of such;
6. To waive any technical or other non-conformance of the Proposals whether material or otherwise.
7. To change or alter the schedule of events called for in this RFP;
8. To review the backgrounds of any or all of the Respondents and their Proposals as the Redevelopment Entity deems necessary or convenient, to clarify the information provided as part of the Proposal, including discussions with contact persons of prior clients and regulatory agencies, visits to any facilities or projects referenced in its Proposal, and to request additional information to support the information included in any Proposal;
9. To decline to award an agreement for any purpose;
10. To abandon this RFP process at the Redevelopment Entity convenience at any time for any reason;
11. To accept the Proposal or Proposals that, in the Redevelopment Entity's sole judgment, best serves the objectives of the Redevelopment Plan and the Township;

12. To consider and to award an agreement to a public body under applicable law;
13. To designate or consult with another agency, group, consultant, individual, or public body, to act at any time during the term of this RFP process in its place or on its behalf;
14. To award an agreement subject to final adoption of all necessary authorizations;
15. To interview any and all Respondents;
16. To negotiate and bring together more than one Respondent in order to take advantage of differing strengths of the Respondents or of the proposal contents and thereby, in the Township and/or Redevelopment Entity's sole judgment, best promote the objectives of the Redevelopment Plan; and
17. To recommend amendments to the Redevelopment Plan to the Planning Board and Township Council to accommodate creative approaches towards achieving the objectives of the Redevelopment Plan.

By responding to the RFP, the Respondent acknowledges and consents to the following additional conditions:

1. The issuance of this RFP is not intended to, and shall not be construed to commit the Redevelopment Entity to execute any agreements or any portion thereof;
2. The issuance of this RFP is not intended to, nor shall be construed to form any joint venture between the Redevelopment Entity, the Township, or any Respondent to this RFP.
3. Neither the Mayor, the Township, the Redevelopment Entity nor any of their officials, staff, agents, or consultants will be liable for any claims or damages resulting from the solicitation or collection of Proposals, nor will there be any reimbursement to any Respondent for the cost of preparing the Proposal or for participating in the RFP process.
4. By submitting a Proposal in response to the RFP, the Respondent accepts and consents to the process selected and implemented, and waives any and all claims as to this process;
5. All activities related to this RFP process and responses to this RFP shall be subject to compliance with all applicable federal, state and local laws or regulations;
6. All Proposals will become the property of the Redevelopment Entity and will not be returned;
7. Information of a confidential or proprietary nature will be kept confidential during and after the selection process, to the extent permitted by law, when such information is properly identified by the Respondent;
8. Failure of any Respondent to submit a Proposal that completely addresses the requirements of this RFP, including submittal as part of such Proposal of all documents required to be submitted under the terms of this RFP, may result in the rejection of the Proposal at the sole discretion of the Redevelopment Entity;

9. Any and all Proposals not received at the time and date specified for such receipt may (in the Agency's sole discretion) be returned unopened to the firm or person submitting such Proposal, along with the application fee submitted, and may not be considered, in the sole discretion of the Agency;

10. Any and all Proposals not accompanied by a \$2,500 application fee will be returned to the firm or person submitting such Proposal and will not be considered by the Agency;

11. The Redeveloper(s) will be obligated to carry out the specified improvements in accordance with the Redevelopment Agreement;

12. The Redeveloper(s) shall be responsible for obtaining any required federal, state, county or local approvals including wetlands and/or New Jersey Department of Environmental Protection approvals needed for the Project;

13. The Redeveloper(s) shall be responsible for applying for and obtaining any and all requisite approvals to subdivide Block 1903, Lot 6, as necessary, so that only those portions of said Lot necessary for redevelopment are included therein and the remainder of Lot 6 remains Township Owned;

14. The Redeveloper(s), its successors or assigns shall devote land within the Redevelopment Area to the uses specified in the Redevelopment Agreement;

15. The Redeveloper(s) shall begin and complete the development of said land for the use(s) required in the Redevelopment Agreement within a period of time which the Redeveloper Agreement fixes as reasonable;

16. Until the completion of the improvements, the redeveloper(s) will not be permitted to sell, lease, or otherwise transfer or dispose of property within the Redevelopment Area without prior written consent of the Redevelopment Entity;

17. The Redeveloper shall comply with all requirements of the New Jersey Law Against Discrimination, P.L. 1975, Ch. 127 and *N.J.A.C.* 10:5-31, et seq.; the Affirmative Action Rules, *N.J.A.C.* 17:27-1.1, et seq.; and the Americans with Disabilities Act of 1990, 42 *U.S.C.* § 2101, et seq.

18. Redevelopers and their contractors and subcontractors shall at all times comply with all applicable obligations pursuant to the New Jersey Campaign Contributions and Expenditure Reporting Act, *N.J.S.A.* 19:44A-1, et seq., and any similar local or municipal restrictions adopted in accordance with said Act, if any.

19. No covenant, agreement, lease, conveyance or other instrument shall be effected or executed by the redeveloper(s), or the Redevelopment Entity, or the successors, lessees, or assigns of either of them, by which land in the Redevelopment Area is restricted as to sale, lease or occupancy upon the basis of race, color, creed, religion, ancestry, national origin, sex or marital status;

20. Neither the Redeveloper(s) or the Redevelopment Entity, nor the successors, lessees, or assigns or either of them shall discriminate upon the basis of race, creed, religion, ancestry, national origin, sex or marital status in the sale, lease or rental or in the use and occupancy of land or improvements erected or to be erected thereon, or any part thereof, in the Parcels and/or the Rehabilitation Area.

APPENDICIES
APPENDIX A
REDEVELOPMENT PLAN

[Available for download on the Township of West Caldwell website
<http://www.westcaldwell.com/content/119/5111/default.aspx>]

APPENDIX B

RESPONDENT INFORMATION/COVER LETTER FORM A-1

Note: To be presented on Respondent's Letterhead. The Redevelopment Entity will accept no modifications to the terms and provisions of this Letter.

Date:

Respondent:

Address:

Telephone:

Contact Person:

Type of Business Entity (Corporation, Partnership, Joint Venture, Other):

A. GENERAL (capitalized words and terms shall have the meanings ascribed to such terms in the RFP/RFQ):

In submitting this Proposal and by executing this Form A-1, the Respondent warrants and represents that:

1. (a) The Respondent has reviewed and understands the requirements set forth within the RFP/RFQ and, if selected, will carry out all of the duties and obligations contained in the Redevelopment Agreement to construct the Project.

(b) All information submitted in response to the RFP/RFQ is accurate and factual and all representations made regarding the Respondent's willingness to construct the Project are true and correct.

(c) The name and title of the individuals who will be the Respondent's technical and business employees responsible for preparing the Proposal and responding to questions are: _____.
2. Except to the extent expressly set forth in the attachment hereto (if applicable) there have been no material changes in the financial status of the Respondent or its guarantor (if applicable) since the date of the most recent financial data (including Forms 10-K, 10-Q and 8-K, if applicable) submitted herein and such financial information and data fairly and accurately reflects the financial position of the Respondent or its guarantor (if applicable) as of the date of submission of the Proposal.
3. The Respondent is duly organized and validly existing in good standing and is duly qualified to transact business in each and every jurisdiction where such qualification is required to enable the Respondent to perform its obligations under the Redevelopment Agreement.

4. There is no action, suit or proceeding, at law or in equity, before or by any court or similar governmental body against the Respondent wherein an unfavorable decision, ruling or finding would materially adversely affect the Respondent's ability to perform its obligation under the Redevelopment Agreement of its obligations hereunder or the other transactions contemplated hereby, or which, in any way, would materially adversely affect the validity or enforceability of the Agreement, or any other agreement or instrument entered into by Respondent in connection with the transaction contemplated hereby.

5. The Proposal is submitted pursuant to due authorization by, and is in all respects binding upon, the Respondent.

6. No corporation, partnership, individual or association, officer, director, employee, manager, parent, subsidiary, affiliate or principal shareholder of the Respondent has been adjudicated to be in violation of any state or Federal environmental law, or charged with or convicted of bribery, fraud, collusion, or any violation of any state or federal antitrust or similar statute within the preceding five years, or previously adjudged in contempt of any court order enforcing such laws.

7. The Respondent is not currently in breach of or in default of any agreement, or any other applicable Federal, state and local laws and regulations that are necessary for or relate to the Respondent's ability to perform its obligations under the Redevelopment Agreement.

8. The submission of the Proposal and the execution of the Redevelopment Agreement by the Respondent will not conflict with or constitute a breach or a default under: (a) any constitutional provision or law, or (b) any administrative regulation, judgment, decree, loan agreement, mortgage, indenture, bond, note, resolution, agreement or other instrument to which the Respondent is a party or to which any of its property or other assets is otherwise a subject that would result in a legal impediment to the Respondent from fully performing its obligation under the Respondent Agreement, if Respondent is selected as the Selected Respondent.

9. The Respondent acknowledges that all costs incurred by it in connection with this submission shall be borne exclusively by the Respondent.

10. The Respondent acknowledges receipt of all Addenda to this RFP/RFQ, if any.

By: (Name of Respondent)
(Signature)
(Name and Title)
[NOTARY SEAL]

** Respondent must provide corporate resolution or other applicable document authorizing submission of the Proposal and execution of this Form A-1. The same person should sign all parts of of the Proposal requiring execution.