

COMMISSIONERS
—
HON. ROLANDO LAVARRO Jr.
CHAIRMAN
EVELYN FARMER
VICE CHAIRMAN
DONALD R. BROWN
DOUGLAS CARLUCCI
ERMA D. GREENE
DANIEL RIVERA
DARWIN R. ONA



EXECUTIVE
—
DAVID P. DONNELLY
EXECUTIVE DIRECTOR
—
DIANA H. JEFFREY, ESQ.
GENERAL COUNSEL
—
STEVEN M. FULOP
MAYOR

THE JERSEY CITY REDEVELOPMENT AGENCY

REQUEST FOR PROPOSALS

**FOR THE DEVELOPMENT OF PROPERTY WITHIN THE
JOURNAL SQUARE 2060 REDEVELOPMENT AREA**

PROPOSAL DUE DATE: FRIDAY, MARCH 16TH, 2018

The Jersey City Redevelopment Agency (“JCRA” or “Agency”) has issued this Request for Proposals (“RFP”) in accordance with the Local Redevelopment and Housing Law, N.J.S.A. 40A:12A-1, et seq. (the “Redevelopment Law”), for the redevelopment project (“Project”) described herein.

All proposals are prepared at the cost and expense of the prospective purchaser/developer (“Respondent(s)”). The JCRA is not responsible for paying for any of the costs or expenses associated with the preparation or submission of proposals.

Any successful Respondent is required to comply with requirements of the Law Against Discrimination, P.L. 1975, Ch. 127, N.J.A.C. 10:5-31, et seq., the Affirmative Action Rules, N.J.A.C. 17:27-1.1, et seq., the Americans with Disabilities Act of 1990, 42 USC §2101, et seq.

Respondents and their contractors and subcontractors must at all time 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 local or municipal restrictions adopted in accordance with said Act, including but not necessarily limited to Ordinance No. 08-128 of the City of Jersey City, “Contractor Pay-To-Play Reform Ordinance,” adopted September 3, 2008 and Ordinance No. 09-096 of the City of Jersey City, “Redevelopment Pay-To-Play Reform Ordinance,” adopted September 9, 2009.

This RFP constitutes an invitation to submit proposals to the JCRA, and does not represent an offer, obligation or agreement on the part of the JCRA. The Agency reserves the right to protect the best interests of the Agency and the City of Jersey City (“City”), 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 JCRA reserves the right at any time to withdraw this RFP. In addition, the JCRA retains the right to make modifications or additions to the RFP.

There will be one site visit conducted on Thursday, February 22, 2018. The visit will be held at 693-701 Newark Avenue. Attendance at the site visit is not mandatory but is encouraged.

No oral interpretation of any requirements of this RFP will be given to any prospective Respondent. Only written requests submitted by regular mail / fax / email for interpretation will be considered. Such requests will only be accepted until Friday, March 2nd, 2018. Questions should be directed to: David Donnelly c/o Jesamil Suazo via email jsuazo@jcnj.org, Jersey City Redevelopment Agency 66 York Street, Jersey City, NJ 07302. A written response received through mail and/or fax and/or email will be made in about three business days and both the inquiry and response will be posted on the Agency’s website at <http://www.thejcra.org> within this time. Respondents should check the website periodically for updates to the RFP as well as any questions/responses posted.

All proposals must include a ***non-refundable*** submission fee of \$1,500 which must be paid at the time of submission. Any proposals received after the deadline or without the submission fee will be rejected. Proposals that include payment of the submission fee by check, which check is dishonored for insufficient funds, shall be considered to have not included the submission fee and will be rejected.

Respondents must supply three (3) paper copies and one (1) electronic copy (on CD, PDF or USB drive format preferred) of their proposal.

All proposals must be delivered no later than 4:00 p.m. on Friday, March 16th, 2018 Jersey City Redevelopment Agency, 66 York Street, 3rd floor, Jersey City, New Jersey 07302. Proposals may be submitted in person, or may be sent by U.S. certified mail return receipt requested, or by private courier service. Post marked proposals dated on the reception date but received after the reception date will be deemed late and rejected. The JCRA shall not be responsible for the loss, non-delivery, or physical condition of proposals sent by mail or courier service. Emailed submissions will not be accepted.

All proposals will become the property of the JCRA and will not be returned to the Respondent.

For further information, contact Jesamil Suazo at (201) 761-0819.

List of Attachments Constituting Part of the RFP

- 1. Aerial Map**
- 2. Journal Square 2060 Redevelopment Plan**
- 3. Journal Square 2060 Development Map**
- 4. Developer Questionnaire**

MISSION STATEMENT

The staff and Board of Commissioners of the JCRA are committed to stimulating responsible reinvestment in Jersey City that enhances the quality of life in all neighborhoods and communities of Jersey City. We believe that the strength and health of a great city is the economic, housing and quality of life opportunities that the city provides to its residents. The JCRA is committed to providing the residents of Jersey City with the widest range of job, housing and economic opportunities available to any city in the country today.

We are committed to enhancing the quality of life for all the residents of Jersey City by guiding responsible development and reinvestment in all neighborhoods and communities in Jersey City.

OBJECTIVE

The JCRA seeks development proposals which maximize the site's potential and benefit and complement the surrounding area. Specifically, the JCRA seeks proposals for the Site (as defined below) which address one or more of the following:

- Creation of new employment opportunities,
- Creation of new development opportunities,
- Maximization of economic value to the JCRA and the City, and
- Redevelopment of the site in accordance with the goals and objectives of the Journal Square 2060 Redevelopment Plan and the Agency's Mission Statement.

BACKGROUND

SITE DESCRIPTION

The site under consideration in this request for proposals consists of the City of Jersey City Tax Block 7902, Lots: 25, 26, 27 28, 29 & 45. This site is also known as 693-701 Newark Avenue and 30 Cottage Street. The site presently is a public parking lot with approximately 45 spaces.

ENVIRONMENTAL

The Agency does not make any representations or warranties regarding the condition of the Site, its suitability for any particular use, or the legal ability of the Site to be used for any particular use. Respondents should not rely on the information contained in this RFP, but instead should conduct their own investigation and inquiry regarding the Site, and independently assure themselves of the environmental conditions and regulations affecting the Site.

THE PROJECT

The selected developer will be responsible for all aspects of the proposed development, including utilities and other necessary infrastructure (e.g., roads).

All designs for work to be performed at the Site shall be prepared by licensed architects or engineers and will require prior approval from the JCRA and any other City, State or Federal agencies having jurisdiction. A designated developer for the Site will be solely responsible for obtaining all necessary permits and approvals and assumes all responsibility for compliance with all City, State and Federal codes and regulations.

FORMAT OF PROPOSALS

The JCRA will evaluate all proposals guided by the evaluation criteria described below.

The JCRA requires a standard format for all proposals submitted to ensure that clear, concise and complete statements are available from each Respondent in response to the RFP requirements.

The JCRA 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 JCRA at its option may either request clarification or may consider the information submitted unresponsive.

Each RFP response submitted must contain, in sequence and with the appropriate heading, each of the following sections:

- 1) Title Page
- 2) Table of Contents
- 3) Executive Summary
- 4) Background
- 5) Objectives
- 6) Proposal for the Project
- 7) Project Work Plan
- 8) Project Financing
- 9) Government Responsibilities
- 10) Key Personnel
- 11) Assumptions
- 12) Developer Questionnaire/Other

These required sections are further described and defined as follows:

1. 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.

2. Table of Contents

List the titles and page numbers for each major topic and sub-topic contained in the proposal, including the 12 required sections.

3. Executive Summary

A summary of the key points and highlights of the Respondent's proposal which should illustrate why the Respondent is best suited for the Project.

4. Background

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 projects that are currently being worked on or have been completed in the past is strongly encouraged.

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 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. If the respondent is a corporation it shall list the names of those stockholders holding 10% or more of the outstanding stock.

5. Objectives

State what the Respondent believes to be primary objectives for redevelopment of the Project Site. 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.

6. Proposal for the Project

All Proposals shall meet all of the zoning and planning requirements of the Journal Square 2060 Redevelopment Plan. All proposals shall provide public pedestrian only access to Newark Avenue containing the Homestead Avenue extension. Although there are multiple permitted uses under the Redevelopment Plan, preference will be given to those Proposals with the inclusion of a boutique hotel component.

Any Proposal that can replace the 45 parking spaces for general public use either on site or within a one-quarter (1/4) mile radius at the redeveloper's expense shall be given due consideration.

Include a detailed description of the Respondent's proposal for the Project, including capital improvements, and how it satisfies the goals and objectives of the JCRA and the Journal Square 2060 Redevelopment Plan. Additionally, Respondents should highlight any risks they deem to be significant enough in nature which could delay or stop the Project.

Respondents should submit an estimated number of full-time and part-time employees respectively, the positions these employees will fill, and the percentage of these employees that they expect to hire from the local community. The JCRA will view more favorably proposals that will employ members of the community.

7. Project Work Plan

Provide a high-level project work plan, describing each of the proposed phases, activities and tasks of the successful Respondent. Tasks that the successful Respondent would require of the

JCRA to complete the Project should also be identified. The work plan should present a picture of key activities, milestones, key dates, etc. necessary to deliver this Project. 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).

8. Project Financing

Provide a detailed breakdown of the total of all projected development costs and the sources of all anticipated funds to meet those costs. This should include 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. 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.

The Respondent must state their detailed financial offer for the purchase of the Project Site. The acquisition of the Project Site at the stated amount will be included as a material obligation of the Respondent in any Redevelopment Agreement. By submitting a proposal, each Respondent acknowledges that the acquisition of the Project Site prior to Friday, November 30th, 2018 is a material obligation under the Redevelopment Agreement.

Financial offers must include: total proposed acquisition price, proposed deposit amount, any conditions or contingencies to acquisition, and whether any portion of a deposit is proposed to be refundable.

For purposes of evaluating the Proposal, Respondent should assume that the Site is environmentally remediated to a point that would allow construction of the proposed project. The Agency makes no representation as to responsibility for remediation of the Site or delivery of environmentally remediated property.

Failure to include an offer to purchase the Project Site will result in rejection of the Respondent's proposal.

9. Government Responsibilities

The Respondent should specifically describe the expectations relating to the responsibilities and/or commitments the Respondent is expecting of the JCRA and/or the City throughout the life of the project.

10. Key Personnel

Discuss the proposed Project team, stating exactly the role that each proposed team member will assume and detailing the qualifications for the role that the team member possesses. This should

include the Respondent as well as attorneys, architects, engineers, contractors, builders, and financiers.

11. Assumptions

State any assumptions being made relating to any part of the proposal or Project strategy.

12. Developer Questionnaire/Other

This section must include at minimum a completed Developer Questionnaire (the form of Developer Questionnaire is attached) for any person having an ownership interest equal to or greater than 10% of the Respondent and/or proposed development 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 proposal.

PROPOSAL EVALUATION AND CRITERIA FOR SELECTION

Each proposal will be evaluated by the professional staff of the JCRA based upon, but not limited to, consideration of the following criteria:

- Public benefits generated by the Project, including but not necessarily limited to projected employment figures and the Respondent's proposed purchase price for the Project Site;
- Appropriateness of capital improvement and designs submitted in relation to the Journal Square 2060 Redevelopment Plan;
- Soundness of financial plan and commitments;
- Capability of developer to execute the project.

Proposals will be reviewed for compliance with the terms and conditions of the RFP. Any proposal not responsive to the RFP will be rejected.

The JCRA, in its sole discretion, may elect to ask some or all Respondents to give presentations on their proposals. The Agency may recommend to the Board of Commissioners that the Respondent whose Proposal is determined to best satisfy the criteria outlined in this RFP be designated as a redeveloper for period of 180 days to negotiate and execute a redevelopment agreement, or the Agency may recommend that all proposals be rejected. The Board of Commissioners will consider the recommendation and, at its discretion, may vote to designate a Respondent as redeveloper for the Project Site and authorize the undertaking of negotiations with respect to a Redevelopment Agreement with the Respondent for the Project.

It is expected that the successful Respondent will execute a Redevelopment Agreement within three (3) months of designation by the Board of Commissioners.

The Agency may recommend to the Board of Commissioners, and the Board of Commissioners may designate, a successful Respondent based on the totality of the Respondent's submission. No one factor shall be determinative in the evaluation process, however, the proposed purchase price and terms for the acquisition of the Project Site as well as a boutique hotel component will be given preference.

REDEVELOPMENT AGREEMENT REQUIREMENTS

A designated developer will be required to enter into a Redevelopment Agreement with the Agency for the redevelopment of the Project Site. Upon designation and at the sole discretion of the JCRA, the developer shall be required to enter into an Interim Cost Agreement with the JCRA to defray the JCRA's expenses in negotiating the Redevelopment Agreement.

Neither the JCRA's acceptance of a Respondent's proposal nor the Agency's designation of a successful Respondent as a redeveloper will create any rights or obligations regarding such Respondent until the execution by the JCRA of the Redevelopment Agreement.

The JCRA in its sole discretion will have the option to terminate negotiation of a Redevelopment Agreement at any time without cause. The Respondent shall have no cause of action or right to damages arising from the JCRA's termination of negotiations with the Respondent prior to JCRA's execution of a Redevelopment Agreement.

The Redevelopment Agreement is expected to include the following terms, among others, subject to negotiation and approval by the JCRA:

1. The successful Respondent will be responsible for obtaining any and all necessary approvals, permits and licenses for the construction and lawful operation of the Project. This also includes any government approvals of the City of Jersey City and the State of New Jersey.
2. During the construction of the Project, the successful Respondent will be required to carry at least \$5,000,000.00 in general liability insurance coverage and \$2,000,000.00 in property damage liability insurance coverage, and replacement value in fire and casualty coverage, or such other insurances at such levels and from providers of such financial strength as are customary for similar projects in the surrounding area. The City and the JCRA shall be named as Additional Insureds on such policies.
3. The successful Respondent must acquire the Site prior to Friday, November 30th, 2018 for the price stated in its proposal (See Item #8, "Project Financing", under the heading "Format of Proposals").
4. The successful Respondent, upon acquisition of the Site, will be responsible for securing the Site and maintaining reasonable and necessary security within the Site and the immediate surrounding area.

5. The successful Respondent will comply with all City, State and Federal laws relating to access for persons with disabilities.
6. A construction performance bond, in an amount and form approved by the JCRA, may be required to ensure that the Project is completed. This bond shall be in place before any construction or renovation commences.
7. The successful Respondent will provide the JCRA with all plans and specifications upon completion of the construction documents. The plans shall be provided in both paper and electronic (CAD) format.
8. The successful Respondent, upon acquisition of the Project Site, will pay all taxes and municipal charges (e.g., water and sewer) as and where applicable.
9. The successful Respondent must comply with all terms of the Redevelopment Agreement. Inspectors from the JCRA may visit the Site unannounced to inspect operations and determine whether or not the successful Respondent is in compliance with the terms of the Redevelopment Agreement.
10. All capital improvements, including but not limited to any infrastructure (utilities, roadways, etc) on the Project Site shall be borne solely by the successful Respondent.
11. The successful Respondent will be responsible for any costs incurred by the JCRA in negotiating or administering the Redevelopment Agreement, as well as any other costs associated with the Project, including, but not limited to, legal fees, engineering fees, architect fees, fees of professional consultants, etc.
12. The successful Respondent shall be responsible for obtaining all required land use approvals, including Preliminary and Final Site Approvals.
13. The successful Respondent shall provide a commencement date and completion date for the Project.
14. The successful Respondent will acknowledge and represent to the JCRA that except as may expressly be provided in the Redevelopment Agreement to the contrary, the successful Respondent has not and will not rely upon any representations or warranties of the JCRA, its agents, servants or employees, either written or oral, express or implied, as to the value, use, conditions, quality or fitness of the Project Site for any particular use. The successful Respondent agrees that acquisition of the Site will be in its "AS IS" and "WHERE IS" condition.

The JCRA reserves the right to modify, omit and/or amend the above terms prior to entry into the Redevelopment Agreement with the successful Respondent. Respondents, however, should assume that all of the above terms will be requirements of the Redevelopment Agreement for purposes of responding to this RFP.

OTHER REQUIREMENTS AND TERMS

The designated redeveloper may apply to the City for a real estate tax exemption under N.J.S.A. 40A:21-1, et seq. (the “Five-Year Exemption and Abatement Law”) or a long term real estate tax exemption under N.J.S.A. 40A:20-1, et seq. (the “Long Term Tax Exemption Law”). The City’s Tiered Tax Abatement Policy is attached. All tax exemptions require the approval of the Jersey City Municipal Council, the approval of which is not guaranteed by the JCRA.

The Project Site is included in Jersey City's Urban Enterprise Zone and may be eligible for tax and other benefits there under. More information can be found at <http://www.jcedc.org/Pages/uez.html>. The JCRA is not responsible for the contents or accuracy of the Jersey City Urban Enterprise Zone website, nor does it make any representations regarding any Respondent’s eligibility for any benefits under the Urban Enterprise Zone program or award thereof. The JCRA makes no representations to Respondents as to how long the Project Site may continue to be deemed to be within the Urban Enterprise Zone or that there shall be no change to the terms governing Urban Enterprise Zones (including that Urban Enterprise Zones shall continue to exist).

Respondents are responsible for inspecting the Project Site first-hand and for ascertaining measurements, field conditions, code requirements, any required federal, state or local approvals needed for the Project and any design requirements in connection with their proposal.

The successful Respondent must have sufficient monetary resources to provide for all predevelopment costs associated with the Project. The JCRA will not provide any funding to pay for predevelopment costs including, but not limited to, architectural and engineering fees, legal fees, environmental reports or testing, financing and syndication costs, and surveys.

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

Designation of a successful Respondent as a redeveloper for the Project will not create any rights whatsoever in the successful Respondent until the execution by the JCRA of a redevelopment agreement, if any.

The JCRA in its sole discretion will have the option to terminate negotiations at any time if not satisfied with the progress of negotiations.

The JCRA reserves the right to reject all Proposals.