

**THE JERSEY CITY REDEVELOPMENT AGENCY**

**REQUEST FOR PROPOSALS**

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

**PROPOSAL DUE DATE: MARCH 18, 2020 AT 4:00 PM EST**

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 described herein.

All proposals are prepared at the cost and expense of the prospective purchaser/developer who proposes a project in response to the RFP (“Respondent”). 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 U.S.C. §2101, et seq.

Respondent and its contractors and subcontractors must 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 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 JCRA reserves the right to protect the best interests of Hudson County Community College (“HCCC”), the JCRA, and the City of Jersey City (the “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 **FRIDAY FEBRUARY 7, 2020 at 11:00 am EST at the Hudson County Community College Student Center and Bookstore, 168 Sip Avenue, Jersey City.** 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 questions submitted by regular mail/fax/email for interpretation will be considered. Such questions will only be accepted until **WEDNESDAY FEBRUARY 26, 2020 at 4:00 p.m. EST.** Questions should be directed to: Chris Fiore c/o Victoria Bonners via email [vbonners@jcnj.org](mailto:vbonners@jcnj.org), Jersey City Redevelopment Agency, 66 York Street, Jersey City, NJ 07302 with a copy to Shoshana Schiff, Esq., via email at [sschiff@msbnj.com](mailto:sschiff@msbnj.com). A written question received through mail and/or fax and/or email along with the Agency’s response will be posted on the Agency’s website at <http://www.thejcra.org> no later than **WEDNESDAY MARCH 4, 2020. Respondent 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.

Respondent 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. EST on WEDNESDAY, MARCH 18, 2020**, Jersey City Redevelopment Agency, 66 York Street, 3<sup>rd</sup> 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 Victoria Bonners at (201) 761-0819.

## **List of Attachments Constituting Part of the RFP**

- 1. Journal Square 2060 Redevelopment Plan**
- 2. Developer Questionnaire<sup>1</sup>**
- 3. Property Information**

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<sup>1</sup> The \$5,000 referenced in the Developer Questionnaire is NOT due and payable as part of the RFP response process detailed herein. The only fee that is due and payable with the response to the RFP is the one set forth on page 2.



# 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 one or both of the Properties (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**

The City of Jersey City is an ethnically diverse community comprised of approximately 270,000 residents. The second most populous city in New Jersey, at only 16 square miles, it is also the most densely populated in the state. Rich in history, it can trace its roots back to colonial days. Once a shipping and warehousing powerhouse, its industrial prominence has long diminished. Today, it is a vibrant and thriving city, where rail yards have been transformed into parks and factories and warehouses into loft apartments. Known as "Wall Street West," Jersey City has a thriving business community, four of the tallest buildings in the state, and the largest office market in the state (19 million square feet) which is the 12<sup>th</sup> largest in the country.

The Hudson River waterfront of the City of Jersey City has undergone a dramatic transformation within the past two decades. Once a transportation gateway to the nation, it has been transformed into luxury housing, office space, and the inspiring 1,122 acre Liberty State Park. The park, along with the rest of the Jersey City waterfront, has dramatic and sweeping views of The Statue of Liberty, Ellis Island, and the New York City skyline.

Jersey City's proximity to New York City, its views and numerous amenities, coupled with its rich history, diversity and culture, make it one of the most exciting places in the country for redevelopment opportunities.

## **SITE DESCRIPTION**

The sites under consideration in this RFP consist of: 1) the City of Jersey City Tax Block 9501, Lot 21 also known as 68-74 Sip Avenue or 70 Sip Avenue ("70 Sip Avenue"); and 2) Block 10602, Lots 10, 11, 12, 13, 14, 15, 16 also known as 150-164 Sip Avenue or 168 Sip Avenue ("168 Sip Avenue", and together with 70 Sip Avenue, collectively the "Properties").<sup>2</sup> The Properties are owned by HCCC. In furtherance of the redevelopment of the Properties, HCCC entered into a Memorandum of Agreement with the JCRA to permit the JCRA to market and sell the Properties and to select a redeveloper for the Properties (the "MOA").

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<sup>2</sup> In this RFP, unless the context otherwise requires, where the term Property or Properties is used the term refers to one or both of the Properties or the specific property that is the subject of the Respondent's Proposed Project (defined herein).

## **ENVIRONMENTAL**

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

## **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 Properties 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 Properties 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 proposed 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 to redevelop the Properties.

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 competed in the past is strongly encouraged.

Respondent 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 Properties. Respondent 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 Proposed Project (defined below) should be included.

6. Proposal for the Project

Respondents must submit a proposal for one or both of the Properties (the "Proposed Project").

All proposals shall meet all of the zoning and planning requirements of the Journal Square 2060 Redevelopment Plan.

The Redeveloper or its designee shall execute a project labor agreement (the "PLA") prior to or concurrent with the execution of the Redevelopment Agreement. A copy of the fully executed PLA shall be provided to the City within fourteen (14) days of the Redeveloper's receipt of a fully and unconditionally executed PLA by all applicable persons. The Redeveloper shall accept and be bound by the PLA and ensure that it has no commitments or agreements that would preclude its full compliance with the PLA.

The Redeveloper and all agents and contractors associated with same shall, if required by ordinance of the City, enter into contracts with the City and comply with the project employment and contracting agreement (“PECA”).

If the Redeveloper proposes a hotel component in the Proposed Project, the Redeveloper shall enter into a labor peace agreement with a union for service workers at hotels prior to the execution of a redevelopment agreement.

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

Respondent 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 Proposed Project should also be identified. The work plan should present a picture of key activities, milestones, key dates, etc. necessary to deliver the Proposed Project. All assumptions that were made to complete the project work plan should be documented in this section.

Respondent 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 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 Properties. The acquisition of the Properties at the stated amount will be included as a material obligation of the Respondent in any 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.**

**Failure to include an offer to purchase the Properties 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 Proposed Project.

**For purposes of evaluating the Respondent's proposal, the Agency makes no representation as to responsibility for remediation of the Properties or delivery of environmentally remediated property.**

10. Key Personnel

Discuss the team for the Proposed Project, 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 Proposed Project 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.

Respondent 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 Proposed Project, including but not necessarily limited to projected employment figures and the Respondent's proposed purchase price for the Properties;
- Appropriateness of capital improvement and designs submitted in relation to the Journal Square 2060 Redevelopment Plan;
- Soundness of financial plan and commitments; and
- Capability of developer to execute the Proposed 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 for the development of the Proposed Project, or some portion of the Proposed Project, 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 one or both of the Properties and authorize the undertaking of negotiations with respect to a Redevelopment Agreement with the Respondent for the Proposed 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 Properties are key considerations.

HCCC will undertake all reasonable efforts to secure HCCC approval for the final terms of the sale by the Agency to a purchaser of the Properties in accordance with the MOA.

### **REDEVELOPMENT AGREEMENT REQUIREMENTS**

A designated developer will be required to enter into Redevelopment Agreement with the Agency for the redevelopment of the Properties. 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(s) will be responsible for obtaining any and all necessary approvals, permits and licenses for the construction and lawful operation of the Proposed 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 Proposed Project, the successful Respondent(s) 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. HCCC, the City and the JCRA shall be named as Additional Insureds on such policies.
3. The successful Respondent(s) must acquire the Properties prior to the date agreed upon by HCCC, the Agency and the successful Respondent(s), and for the price stated in the successful

Respondent(s) proposal (See Item #8, "Project Financing", under the heading "Format of Proposals").

4. The successful Respondent(s), upon acquisition of the Properties, will be responsible for securing the property that is the subject of the Proposed Project and maintaining reasonable and necessary security within the property that is the subject of the Proposed Project and the immediate surrounding area.
5. The successful Respondent(s) 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 Proposed Project is completed. This bond shall be in place before any construction or renovation commences.
7. The successful Respondent(s) 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(s), upon acquisition of the Properties, will pay all taxes and municipal charges (e.g., water and sewer) as and where applicable.
9. The successful Respondent(s) must comply with all terms of the Redevelopment Agreement. Inspectors from the JCRA may visit the Properties unannounced to inspect operations and determine whether the successful Respondent(s) is/are 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 Properties shall be borne solely by the successful Respondent(s).
11. The successful Respondent(s) 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 Proposed Project, including, but not limited to, legal fees, engineering fees, architect fees, fees of professional consultants, etc.
12. The successful Respondent(s) shall be responsible for obtaining all required land use approvals, including Preliminary and Final Site Approvals.
13. The successful Respondent(s) shall provide a commencement date and completion date for the Proposed Project.
14. The successful Respondent(s) will acknowledge and represent to the JCRA that except as may expressly be provided in the Redevelopment Agreement to the contrary, the successful Respondent(s) has/have not and will not rely upon a 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 Properties for any particular use. The successful Respondent(s) agree(s) that acquisition of the Properties 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(s). Respondent(s), however, should assume

that all the above terms will be requirements of the Redevelopment Agreement for purposes of responding to this RFP.

#### **OTHER REQUIREMENTS AND TERMS**

The Properties are included in Jersey City's Urban Enterprise Zone and may be eligible for tax and other benefits thereunder. 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 Respondent as to how long the Properties 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).

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

The successful Respondent(s) must have sufficient monetary resources to provide for all predevelopment costs associated with the Proposed 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(s) as redeveloper for the Proposed Project will not create any rights whatsoever in the successful Respondent(s) 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.