

**BOROUGH OF CARTERET
QUALIFIED DEVELOPER FOR FUTURE REDEVELOPMENT SOUGHT FOR
FUTURE REDEVELOPMENT WITHIN THE PROPOSED AND
POTENTIAL REDEVELOPMENT AREAS**

CARTERET, NJ (May 28, 2013) – The Borough of Carteret is seeking a qualified and experienced developer or developers for the purposes of redeveloping **potential areas in need of redevelopment** in Carteret, New Jersey. It is the intention of this Request for Qualifications (“RFQ”) and the Borough Council to actively pursue redeveloper agreements that will set forth a practical strategy for **future redevelopment within proposed and potential redevelopment areas that are consistent with the Borough’s redevelopment plans, as well as other goals and objectives that are set forth within the Borough’s Master Plan.**

The primary goal of this project is to identify qualified developers to participate with the Borough in various redevelopment initiatives. Redevelopment Plans have been adopted in order to provide both the Borough Council and prospective developer(s) the framework necessary to meet the needs of the Borough with appreciation of the developers’ risks and market conditions. Additional areas may be considered for redevelopment and may be incorporated into existing redevelopment plans.

RFQ proposals are due on or before 2:00 P.M. prevailing time on **Tuesday, June 11, 2013**. Each respondent shall deliver one (1) original and ten (10) copies of their response to the RFQ to:

**Michael Sica, Esq.
Office of Economic Development
61 Cooke Avenue
Carteret, NJ 07008-3046**

For additional information, please contact Michael Sica at 732-541-3807 or email sicam@carteret.net.

Posted: May 28, 2013

INFORMATION TO RESPONDENTS

SECTION 1

INTRODUCTION AND GENERAL INFORMATION

1.1 Introduction

The Borough of Carteret is seeking a qualified and experienced developer or developers for the purposes of redeveloping *potential areas in need of redevelopment* in Carteret, New Jersey. It is the intention of this Request for Qualifications (“RFQ”) and the Borough Council to actively pursue a redeveloper agreements that will set forth a practical strategy for *future redevelopment within proposed and potential redevelopment areas that are consistent with the Borough’s Redevelopment Plans, as well as other goals and objectives that are set forth within the Borough’s Master Plan.*

1.2 Project Participants

Mayor: Daniel J. Reiman (723) 541-3801

Carteret Borough Council

Special Project Planner: Andrew W. Janiw, PP, AICP, Beacon Planning & Consulting Services, LLC (732) 845-8103

Redevelopment Coordinator: Michael Sica, Esq. (732) 541-3807

Borough Engineer: John P. DuPont (732) 541-3847

Borough Attorney: Robert J. Bergen, Esq. (732) 541-3800

Borough Address: Carteret Borough Hall
61 Cooke Avenue
Carteret, NJ 07008

1.3 Project Goals

The primary goal of this project is to identify qualified developers to participate with the Borough in various redevelopment initiatives. Redevelopment Plans have been adopted in order to provide both the Borough Council and prospective developer(s) the framework necessary to meet the needs of the Borough with appreciation of the developers’ risks and market conditions. Additional areas may be considered for redevelopment and may be incorporated into existing redevelopment plans.

1.4 Proposal Submission Date

Proposals are due on or before 2:00 P.M. prevailing time on *Tuesday, June 11th, 2013*. Each Respondent shall deliver one (1) original and ten (10) copies of their response to the RFQ to:

Michael Sica, Esq.
Office of Economic Development
61 Cooke Avenue
Carteret, NJ 07008-3046

All proposals should be submitted in accordance with the provisions in Section 6, Proposal Submission. Respondents are urged to read Section 6, Proposal Submission, as well as other sections, carefully in order to obtain a complete understanding of the requirements for submission of a Proposal.

Respondents may be asked to supplement their Proposals subsequent to submission at the discretion of the Project Team. In addition, Respondents may be asked to make presentations to the Project Team relative to the Proposal submission.

1.5 Proposal Evaluation

Responses will be evaluated by the Project Team in accordance with Section 4, Evaluation Criteria. Generally, the Project Team will evaluate each Proposal with due regard to past experience and financial strength. Respondents are urged to review Section 4, Evaluation Criteria carefully. Notwithstanding the evaluation criteria set forth herein, the Borough reserves the right to select or reject a Proposal on any basis it deems fit, or to waive or amend any term or requirement set forth in this RFQ.

1.6 Communications

All communications concerning this RFQ, including any questions or requests for additional information, shall be directed in writing and received no later than June 4, 2013 to Michael Sica, Esq. with simultaneous copies provided to Borough Attorney Robert J. Bergen, Esq., and Andrew W. Janiw, P.P., A.I.C.P., at the locations set forth below.

1. Michael Sica, Esq.
Office of Economic Development
61 Cooke Avenue
Carteret, NJ 07008
(732) 541- 3807 tel. (732) 541-4989-fax
Email: SicaM@carteret.net

2. Robert J. Bergen, Esq.
Carteret Law Department
61 Cooke Avenue
Carteret, NJ 07008
(732) 541-3800 tel. (732) 541-4989 - fax
Email: BergenR@carteret.net
3. Andrew W. Janiw, P.P., A.I.C.P.
Beacon Planning and Consulting Services, LLC
315 State Highway 34, Suite 129
Colts Neck, NJ 07722
(732) 845-8103 tel. (732) 845-8104 fax
Email: ajaniw@beaconplanning.net

1.7 Proposal Documents

Each Respondent should inspect its copy of the RFQ to ensure that a complete set of the Proposal Documents, including Appendices, are included. If a Respondent discovers that its copy of the RFQ is incomplete, it should notify Michael Sica, Esq. and Andrew W. Janiw pursuant to Section 1.6 above. The Project Team will make reasonable arrangements with the Respondent to provide any missing document(s). Each Respondent must prepare its Proposal using a complete set of proposal documents, including any addenda to this RFQ issued prior to the date established for submission of all Proposals. Neither the Borough nor their agents or employees shall be responsible for errors, omissions, incomplete submissions or misinterpretations resulting from the Respondent's use of an incomplete set of proposal documents in preparing or submitting its Proposal.

Proposal documents have been made available only for the purpose of soliciting Proposals for the provision of the Services as described in this RFQ. No license or grant is conferred or implied to the Respondents or to any other person for any purpose.

1.8 Summary of Procurement Process

The Borough is undertaking this RFQ process in accordance with the provisions of N.J.S.A. 40:12A et seq., the New Jersey Local Redevelopment and Housing Law (the "Redevelopment Law"). Pursuant to the Redevelopment Law, the Borough has designated the Project Area to be in need of redevelopment; has prepared and adopted a Redevelopment Plan that sets forth guidelines for the planning, development, and redevelopment of the Project Area; and has designated the Borough Council as the entity to oversee redevelopment. The proposals requested in this phase will require submission of certain limited cost and financial information. If the Respondent is invited to enter into negotiations with the Redevelopment Entity, additional, more detailed information on the project cost and financing will be required.

Once Proposals have been received, the Project Team will make recommendations on the evaluation and/or ranking of Proposals. The Borough will then determine which Respondent(s) are the most suited to carry out the redevelopment of all or a portion of the Project Area. Thereafter, the Borough may commence negotiations with one or more Respondents.

Upon completion of the negotiations, the Successful Respondent(s) will be required to execute the Redevelopment Agreement(s) and engage in negotiations for the acquisition of those parcels for which the Respondent has been designated as the Redeveloper. At that time, a Performance Letter of Credit will be required from the Successful Respondent(s).

1.9 General Conditions

By responding to the RFQ, the Respondent(s) acknowledge and consent to the following conditions relative to the submission, review and consideration of its Proposal:

1. The issuance of the RFQ is not intended to, and shall not be construed to, commit the Borough to execute any Redevelopment Agreement(s);
2. Neither the Borough nor its staff, or any of its consultants will be liable for any claims or damages resulting from the solicitation or collection of Proposals, nor will there be any reimbursement to Respondent for the cost of preparing the Proposals or for participating in the RFQ;
3. By submitting a proposal in response to the RFQ, the Respondent accepts and consents to the procurement process selected (and implemented) and the Respondent(s) waives any and all claims to same;
4. All Proposals will become the property of the Borough and will not be returned;
5. Information of a confidential or proprietary nature will be kept confidential during and after the procurement process as permitted by law when such information is properly identified by the Respondents;
6. Failure of any Respondent to submit a Proposal that completely addresses the requirements of this RFQ (including submittal as part of such Proposal of all documents required to be submitted under the terms of this RFQ), at the times and in the manner specified in this RFQ, may result in the rejection of the Proposal at the sole discretion of the Borough.
7. All activities related to the provision of the Services as contained herein shall be subject to compliance with all applicable federal, State and local laws, environmental regulations and/or requirements; and

8. Any and all Proposals not received by the time and date specified for such receipt may (at the Borough's sole discretion) be returned, unopened, to the firm or person submitting such Proposal and may (at the Borough's discretion) not be considered.

1.10 Rights of the Borough

The Borough reserves, holds, and may exercise, at its sole discretion, the following rights and options with regard to the RFQ process.

1. To select any Proposal(s) and to award the Redevelopment Agreement(s) to the Successful Respondent(s);
2. To negotiate individually or simultaneously with one or more Respondents;
3. To award the Redeveloper Agreement(s) subject to final adoption of all necessary statutory and/or other approvals deemed necessary, including, but not limited to, Borough approval;
4. To reject for any reason any and all responses and components thereof and to eliminate any and all Respondents responding to the RFQ from further consideration for this procurement;
5. To award all or any portion of the Redevelopment Project to one or more Respondents;
6. To eliminate any Respondent who submits incomplete, inadequate responses or is not responsive;
7. To reject any or all Proposals or any non-responsive Proposal;
8. To supplement, amend or otherwise modify the RFQ through issuance of addenda to all known potential Respondents who have been issued a copy of the RFQ;
9. To waive any technical, financial or other, non-conformance of the Proposals;
10. To change or alter the schedule for any events called for in the RFQ upon the issuance of notice to all potential Respondents who have picked up a copy of the RFQ;
11. To conduct investigations of any or all of the Respondents and their Proposals as may be deemed necessary or convenient, to clarify or verify the information provided as part of the Proposal, including discussions

with contact persons of prior clients, regulatory agencies and visits to any facilities referenced in such RFQ, and to request additional information to support the information included in any Proposal;

12. To decline to award any Redevelopment Agreement for any lawful purpose or without cause or to abandon this procurement process at any time, for any reason;
13. To accept the Proposal(s) that, in the judgment of the Borough, best serves the interest of the Borough;
14. To select any alternative proposals and to award any contract as part of such alternative proposals; and
15. To negotiate the terms and conditions of the Redevelopment Agreement(s).

1.11 Examination of RFQ Documents

It is the responsibility of each Respondent before submitting a Proposal to (a) examine the RFQ thoroughly, (b) become familiar with and consider all federal, State and local laws, regulations, ordinances, permits, approvals and orders that may affect the cost, performance or furnishing of the Services related to the proposed Project, and (c) notify the Borough of all conflicts, errors or discrepancies in the RFQ, or any other factors it deems material to its Proposal or to the development of the Project area.

Before submitting a Proposal, each Respondent, at the Respondent's own expense, shall make or request or obtain any additional inspections, examinations, or studies to obtain any additional data and information that may affect its cost, progress, performance or furnishing of the Services that the Respondent deems necessary to compile its Response for performing and furnishing such Services. The failure or omission of the Respondent to receive and examine any form, instrument or document, or to make required inquiries, shall not relieve the Respondent from any obligation contained in its Response.

Additional information and documentation not included in this RFQ will be made available for inspection to each firm intending to submit a proposal in response to this RFQ to the extent that such information is available.

The submission of a Response will constitute a conclusive and binding representation by such Respondent, that such Respondent has agreed to and complied with every requirement of this RFQ, that the procurement process chosen by the Borough has been conducted and implemented in a legally permissible manner and that without exception the Response is premised upon performing and furnishing the Services as required herein, and that the Response Documents are sufficient in scope and detail to indicate and convey the understanding of the parties as to all terms and conditions for performing and furnishing such Services. As part of Respondents Response to this RFQ, a Letter of

Intent, fully executed by Respondents Principals, must be included in the form of the Letter of Intent set forth in Appendix A of this RFQ.

SECTION 2

PROJECT AREA DESCRIPTION

2.1 Description

The Borough of Carteret has identified numerous areas within its borders that are in need of redevelopment. These redevelopment areas are identified in the Redevelopment Plans that have been adopted by the Borough Council, and include but are not limited to the Minue Street Redevelopment Plan, the Federal Boulevard Redevelopment Plan, and the Washington Avenue Redevelopment Plan.

2.2 Access

The Borough of Carteret is characterized by several major access points, including the New Jersey Turnpike and ports along the Arthur Kill Straight. Redevelopment within should consider these access points as strategic advantages unique to the Borough of Carteret and these access points should be utilized as part of any redevelopment within the Borough.

SECTION 3

PROPOSAL SUBMISSION

3.1 Submission Requirements and Proposal Content

Proposals submitted in response to the RFQ shall consist of the following sections:

- Section 1. Letter of Intent/Executive Summary/Proposal Security
- Section 2. Proposed Development and Management Team
- Section 3. Summary of Related Projects
- Section 4. Pending Litigation/Defaults
- Section 5. References
- Section 6. Evidence of Financial Capability
- Section 7. Supplemental Information
- Section 8. Proposal Forms

A description of the requirements of each of the above-listed sections is as follows:

3.1.1 Letter of Intent/Executive Summary/Proposal Security

Section 1 of the Proposal shall contain the Respondent's Letter of Intent, Respondent's Executive Summary and Respondent's Proposal Security.

Proposal security payable to the Borough of Carteret, must accompany each Response. Respondents shall supply security in the amount of \$10,000.00. At the option of the Respondent, the Proposal security may be a cashier's check or certified check payable to the Borough of Carteret or a bond secured by a guarantee of a surety company listed in the latest issue of a U.S. Treasury Circular 570 and within the maximum amount specified in said circular. All proposal security instruments must be valid for a period of at least six (6) months. No Proposal shall be considered unless accompanied by the required Proposal security.

The respective Proposal security shall be returned to all but the Successful Respondent(s) within three (3) business days after execution of the Redevelopment Agreement (3). The Proposal Security of the Successful Respondent will be returned upon submission of a Performance Bond or Performance Letter of Credit, as appropriate.

Together with each Proposal, the Borough must receive one (1) original Letter of Intent on the official letterhead of the Respondent (in form and content exactly as set forth in Appendix A), which acknowledges, among other things, that the Respondent has completely reviewed and understands and agrees to be bound by the requirements of the RFQ, and such letter commits the Respondent, if selected, to carrying out the provisions of the RFQ.

The cover letter must be signed by an officer of the Respondent who is empowered to sign the Proposal and to commit the Respondent to the obligations contained in the RFQ. 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, and the Proposal shall also bear the seal of the corporation. 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 Letter of Intent/Cover Letter.

3.1.2 Development and Management Team

Section 2 of the Proposal shall contain the following information concerning the Respondent's development and management team:

- a. Name, address and telephone number of the Respondent's primary business office. If the Respondent's primary business office is located outside of the State of New Jersey, give the address and telephone number

of the New Jersey location, if any. Identification of contact person for Respondent's development and management team.

- b. Name, address and telephone number of the parent company(s) and/or any subsidiary(s) or affiliated companies of the Respondent.
- c. Brief history and description of each of the entities who will play a significant role in the development, financing, design, construction, marketing, leasing, management or operation of the Project.
- d. Identification of all principals or officers of any entities, firms, arrangements, associates, joint ventures, partnerships, or involvements described above. Include complete identification of all principals who hold ten percent (10%) or more of net equity and all officers of all firms or entities so named.
- e. Development team and management team organization charts showing team members, reporting relationship and responsibilities of each team member as they relate to the Project.
- f. Resumes of key individuals assigned to the Project.
- g. List all other major projects and total project costs that firms and/or key individuals are committed to or anticipate being committed to over the next three (3) years and the percentage of said project(s) completed and, if applicable, Respondent's plan for ensuring adequate resources are dedicated to the Project.

3.1.3 Summary of Related Projects

Section 3 of the Proposal shall include a description of prior projects, with particular emphasis on projects that are similar to the proposed Redevelopment Area. For each project, the Respondent(s) shall provide the following information:

- a. Type of development, current user if known, size, cost, time to complete, completion date and sources of funding;
- b. Brief description of projects previously undertaken by current members of the development and management team indicating capability to perform on the project.

3.1.4 Pending Litigation/Defaults

Section 4 of the Proposal shall contain the following information:

- a. A brief description of any significant pending legal and administrative proceedings (other than ordinary routine litigation incidental to Respondent's business) in which the Respondent, its officers, directors, employees or principals or any of its subsidiaries or parent(s), their officers, directors, employees or principals is a party or of which any of their property is subject. Include the name of the court or agency in which the proceedings are pending, the date instituted, and the principal parties thereto, a description of the factual basis alleged to underlie the proceedings known to be contemplated by governmental protection shall be deemed "ordinary routine litigation incidental to the business" and shall be described. Notwithstanding the above, Respondents shall submit information where the claim or allegation brings into question Respondent's performance or failure to perform.
- b. A brief description of any occasion in which Respondent, any officer or principal of Respondent with a proprietary interest therein, has ever been disqualified, removed or otherwise prevented from bidding on, participating in, or completing a federal, state or local governmental project because of a violation of law or a safety regulation.
- c. A brief description of any occasion in which Respondent has been in a position of default on a project, such that payment proceedings and/or execution on a payment, performance or bid bond have been undertaken.
- d. A list of all material threatened and/or pending claims, litigation and judgments or settlements, government enforcement actions.
- e. Whether the Respondent or any of its officers refused to testify or waive immunity before any state or federal grand jury relating to any public construction project within the last ten years. If so, provide details.
- f. If multiple organizations are participating (e.g., subsidiaries, parent companies, joint ventures and/or subcontractors), the information requested herein must be provided regarding each of the respective organizations.

3.1.5 References

Section 5 of the Proposal shall include both project and financial references. Specifically, the Proposal shall include three (3) project references of clients for whom the Respondent has provided similar projects, indicating whether the work was that of the Respondent and/or specific staff who provided, and the contact's address and telephone number. Respondent shall indicate whether any of these clients were public entities. In addition, the Proposal shall include two (2) financial references of lenders or other institutions from whom the Respondent has obtained financing for similar projects.

Identify the client contact name, organization, type of work provided, and the contact's address and telephone number.

3.1.6 Evidence of Financial Capability

Section 6 of the Proposal shall contain the following information concerning the Respondent's financial capability:

- a. Copy of latest annual report, if any.
- b. Full information concerning any material changes in the mode of conducting business, 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 in which the Respondent(s) is involved.
- c. Current information, if any, from either or both of the ratings services concerning the firm's credit rating.
- d. Copies of the latest prospectus or offering statements for financing in which the Respondent has been a financial participant.
- e. If available, financial statements for the past three (3) fiscal years, including, at a minimum, income statements, balance sheets, and statements of changes in financial position, notes to financial statements and the reports of the certified public accountants. If the most recent year-end statement is more than six (6) months old, a current partial year statement should be submitted in addition. The financial statements should demonstrate the ability to obtain the level of financing proposed and to meet short and long-term operating requirements. Any changes in financial condition which are not reflected in the submitted statements as well as any anticipated events which may effect Respondent's financial condition in the next two years should be acknowledged. Please note that while this information is not a requirement at this stage in the selection process, it will be required prior to the final selection of a developer.
- f. A description of all major financial commitments presently outstanding and their bearing on the Respondent's financial ability to undertake the Project.
- g. If the Proposal is submitted by a partnership and/or joint venture, provide the following:
 - If available, a fully completed and executed form of Guarantee Agreement, Partnership Agreement or Joint Venture Agreement (as applicable);

- The date of the creation (or expected creation) of the joint venture or partnership;
- Name of entity that will be guaranteeing contract performance; and
- Statement as to whether the agreement between members comprising the joint venture make each jointly and severally liable for contractual obligations of this project.

3.1.7 Supplemental Information

Section 7 of the Proposal shall contain any other information that Respondent feels may be useful in evaluation the Proposal(s).

3.1.8 Proposal Forms

Section 8 of the Proposal shall include a complete set of Proposal Forms. Data from these forms will be used in the Proposal evaluations. Each Respondent must fill out all of the forms completely. Use N/A to specify items in the Proposal Forms that are not applicable to the Respondent. It should be noted however, that the failure to fully complete all applicable Proposal Forms by incorrectly providing that certain Proposal Forms (or portions thereof) are not applicable to a Respondent may result in a determination that the Proposal is non-responsive. To provide additional information, use separate sheets following the Proposal form format.

In cases where a written cost is used with a numeric cost, the written cost will govern. If a discrepancy exists between totals and itemized breakdowns, the totals will govern.

Where requested, the Proposal Forms must be signed by the appropriate individual(s) of the Respondent authorized to commit to the proposed Services.

The information contained in the Proposal Forms, including project cost, shall remain in effect for six months after the Proposal submission date. During such time, and presumably well before the expiration of the six-month period, it is anticipated that the Redevelopment Agreement will be executed. The required Proposal Forms are outlined below and provided in this RFQ.

3.2 Time, Place and Format

3.2.1 Submission of Responses, Time and Place

Responses shall be delivered and enclosed in an opaque, sealed envelope or box, marked with the name and address of the Respondent, on or before 2:00 P.M. prevailing time on *Tuesday, June 11th* directed to Michael Sica, Esq. at the Office of Economic Development, 64 Cooke Avenue, Carteret, NJ 07008.

One (1) original and ten (10) copies of the Proposal shall be submitted and received by hand delivery, certified mail/return receipt requested or overnight mail on or prior to the

above-referenced time. If color plates, tables or maps are provided in the original, color duplicates must also be provided in each of the copies. One edition of the Proposal shall be clearly marked as the original and must contain the original documents. Respondents shall number each set of documents sequentially (numbers 1 – 11 with number 1 being the original). The first copy, document number 2, shall be unbound.

3.2.2 Form

Proposal documents and narrative shall be typed or printed on 8 ½ x 11” paper, bound as a single document, indexed and sectioned and shall be prefaced with a table of contents. Maps and drawings should be attached.

3.2.3 Addenda or Amendments to the RFQ

During the period provided for the preparation of Proposals, addenda or amendments to the RFQ may be issued. These addenda will be numbered consecutively and will be distributed to each of the firms who have received a copy of the RFQ. These addenda will be issued by, or on behalf of, the Borough and will constitute a part of the Proposal. Each Respondent is required to acknowledge receipt of all addenda at the time of submission of the Proposal by submitting an executed Acknowledgement of Addenda. All responses to the RFQ shall be prepared with full consideration of the addenda issued prior to the Proposal submittal date.

Each Respondent shall identify one individual representative to whom all Addenda and/or correspondence relating to the RFQ shall be sent.

3.2.4 Disclosure of Information

If the Respondent chooses to include material of a proprietary nature in the Proposal, the Borough will attempt to keep such material confidential to the extent permitted by applicable law. The Respondent must specifically identify the section of its Proposal that contains such information by properly making the applicable pages. Preferably, any sections which contain material of proprietary nature shall be removable from the Proposals to assist in protecting the information. The Respondent also shall include the following notice in the introduction of the relevant Proposal:

“The data on pages ___ identified by ___ (symbol) and labeled ‘Proprietary Information’, contain information that is a trade secret and/or which, if disclosed, would cause substantial injury to (Respondent’s) competitive position. (Respondent) requests that such data be used only for the evaluation of the Proposal, and understands that disclosure will be limited only to the extent that the _____ determines it proper or the extent that the _____ deems disclosure necessary according to law. If a contract is awarded to (Respondent), the _____ will have the right to use or

disclose the data as provided in the applicable agreement executed with the Respondent.”

The Borough will use its best efforts to prevent the unauthorized disclosure of this information in applying the proprietary standard to marked data. However, the Borough assumes no liability for any loss, damage, or injury that may result from any disclosure or use of the marked data or any disclosure of this or other information during the review and discussion of the Proposals. Respondents should be aware that, as the Borough is a public agency, certain discussions concerning the content of the Proposals will likely be discussed in one or more public meetings.

Notwithstanding the above, Proposal forms (including cost information) will not, under any circumstances, be considered proprietary or confidential information. However, prior to the execution of the applicable agreement(s) relating to such Proposal, such information will be subject to the non-disclosure requirement.

3.3 Administrative Issues

3.3.1 Reimbursement of Procurement Costs

The Successful Respondent(s) will be responsible for reimbursing the Borough for all reasonable costs associated with this procurement.

3.3.2 Cost of Preparation

Each Proposal and all information required to be submitted pursuant to the RFQ shall be prepared at the sole cost and expense of the Respondent. There shall be no claims whatsoever against the Borough, its staff, or its consultants for reimbursement for the payment of costs or expenses incurred in the preparation of the Proposal or other information required by the RFQ.

3.3.3 Withdrawal

A Respondent may withdraw a Proposal prior to the date and time set for the opening of the Proposals provided that a written request to withdraw the Proposal is hand delivered, by or on behalf of, an authorized representative of the Respondent, or the request is delivered by certified U.S. Mail. The request to withdraw the Proposal must be received prior to the commencement of Proposal opening. Once the Proposals have been received, Respondents may not withdraw their Proposals for a period of six (6) months.

3.3.4 Disposal

All Proposals are the property of the Borough and will not be returned. At the conclusion of the procurement process, the Borough may dispose of any and all copies of Proposals received in whatever manner it deems appropriate. However, prior to such disposal, the Borough will use its best efforts to prevent the unauthorized disclosure of the proprietary

information, provided same is properly identified in accordance herein. In no event will the Borough assume liability for any loss, damage or injury that may result from any disclosure or use of marked data, which occurs prior to the disposal of Proposals.

SECTION 4

RESPONSE, EVALUATION AND SELECTION

Generally, the Borough will identify Qualified Respondents giving due regard to past experience as well as financial strength and other qualifications and experience which, in the sole discretion of the Borough, are relevant. Only those Respondents that are deemed qualified by the Borough will be considered. Notwithstanding anything else stated herein, the Borough reserves the right to select or reject a respondent on any basis it deems appropriate, or to waive any item or requirement set forth in this RFQ.

4.1 Evaluation Criteria

All Proposals will first be evaluated to determine whether they meet all requirements and are fully responsive to this RFQ. The Borough, in its sole discretion, will decide whether a Respondent has met these requirements. All Proposals submitted in accordance with the requirements of this RFQ will then be reviewed for completeness and responsiveness. The following criteria, not ranked in importance, will be used in both the initial project review as well as the subsequent negotiation phase.

4.1.1 Strength of Financial Plan

- Financial strength of the Respondent;
- Feasibility of achieving the Project Financing Plan; and
- Potential economic benefits to the local community.

4.1.2 Qualification/Previous Experience with Similar Projects

- Strength and experience of the development team;
- Strength and experience of individual members of the development team; and
- Previous experience and success with similar projects.

4.1.3 Overall Strength of Proposal

Overall, a Qualified Respondent to this RFQ must evidence, either directly or as part of an existing or proposed joint venture, partnership or other organization of firms or through the use of subcontractors, the technical ability, financial strength and the

willingness to provide the required performance-related guarantees for the Services contemplated in this RFQ.

4.1.4 Project References

The Borough reserves the right to communicate with those projects references identified in the Proposal as clients for whom the Respondent has provided similar projects.

4.1.5 Interviews (optional)

Following a review of the Proposal documents and plans, the Borough may, at its sole discretion, schedule interviews with or presentations by any or all the companies responding to this RFQ for purpose of further evaluation of the Respondent's capabilities, qualifications and expertise to provide the required service.

4.1.6 Additional Information

The Borough reserves the right to request additional information and/or documentation from Respondents and to visit projects developed and/or operated by the Respondent and identified by the Respondent in their submission.

4.1.7 Condition Precedent

The successful Respondent must, as a condition precedent to the execution of an Agreement between itself and the Borough, deposit pursuant to the Agreement, a twenty-five thousand dollar (\$25,000) escrow fee, to be replenished if and when needed. It is made a specific condition of this RFQ that this amount shall be utilized to pay the reasonable professional fees, expenses and costs of this project incurred by the Borough, and/or other reasonable expenses the Borough, in its sole discretion deems appropriate in connection with this project.

SECTION 5

MISCELLANEOUS PROVISIONS

5.1 Contractual Requirements

5.1.1 Insurance Requirements

Successful Respondent(s) will be required to provide at its cost and expense all insurance deemed necessary by the Borough.

5.1.2 Indemnification

The Successful Respondent(s) indemnification shall include the reimbursement to the Borough of all fees and expenses reasonably incurred, including, not limited to legal, technical, financial and administrative costs and responsibility for the claims asserted.

5.1.3 Non-Discrimination/Affirmative Action

As may be required by the Borough, during the performance of the Redevelopment Agreement(s), the Successful Respondent(s) agrees as follows:

The Successful Respondent(s) or subcontractor(s), where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation. The Successful Respondent(s) will take affirmative action to ensure that such applicant are recruited and employed and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination, rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Successful Respondent(s) agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause;

The Successful Respondent(s) or subcontractor(s), where applicable, will, in all solicitations or advertisements for employees place by or on behalf of the Successful Respondent(s), state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation;

The Successful Respondent(s) or subcontractor(s), where applicable, will send to each labor union or representative or workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency

contracting officer advising the labor union or workers' representative of the Successful Respondent's commitment under P.L. 1975, c. 127 and shall post copies of this notice in conspicuous places available to employees and applicants for employment.

The Successful Respondent(s) or subcontractor(s), where applicable, agrees to comply with the regulations promulgated pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time and the Americans with Disabilities Acts.

The Successful Respondent(s) or subcontractor(s) agrees to attempt in good faith to employ minority and female workers consistent with the applicable county employment goals prescribed by N.J.A.C. 17:27-5.2 pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time or in accordance with a binding determination of the applicable county employment goals determined by the Affirmative Action Office pursuant to N.J.A.C. 17:27-5.2 pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time.

The Successful Respondents (s) or subcontractor(s) agrees to inform in writing appropriate recruitment agencies in the area, including employment agencies, placement bureaus, colleges, universities and labor unions, that it does not discriminate on the basis of age, creed, color, national origin, ancestry, marital status, sex affectional or sexual orientation, and that will discontinue the use of nay recruitment agency which engages in direct or indirect discriminatory practices.

The Successful Respondent(s) or subcontractor(s) agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the State of New Jersey, and applicable Federal court decisions.

The Successful Respondent(s) and its subcontractors shall furnish such reports or other documents to the Affirmative Action Office as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Affirmative Action Office for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code (NJAC 17:27).

The above provisions are not required for subcontractors with four (4) or fewer employees or of a Successful Respondent who has presented who has presented evidence of a federally approved or sanctioned Affirmative Action Programs.

In accordance with Public Law 1975, Chapter 127, the Successful Respondent will be required to submit one of the following within seven (7) days after award of the Redevelopment Agreement:

- a. An existing federally approved or sanctioned affirmative action program; or
- b. A certificate of Employee Information Report approval;
or

- c. If the Successful Respondent cannot provide (a) or (b) and the Successful Respondent has never before applied for (c) the Successful Respondent is required to submit a completed Employee Information Report (Form AA302), the Borough and the State Affirmative Action Office. This form will be available from the State Affirmative Action Office.

The Successful Respondent's Proposal must be rejected as non-responsive if a Successful Respondent(s) fails to submit (a), (b) or (c) above within the time specified after the Borough submits the Redevelopment Agreement(s) to the Successful Respondent(s) for execution.

The Successful Respondent(s) with fewer than 50 employees must submit an affidavit to that effect, which will be retained by the Borough. Successful Respondent(s) with fewer than 50 employees are not required to submit a Certificate of Employee Information Report Approval and are not required to submit an Employee Information Report. They must agree, however, to mandatory affirmative action language in the Redevelopment Agreement.

If the Successful Respondent(s) refuses to sign a Redevelopment Agreement(s) containing the mandatory affirmative action contract language at the time the Redevelopment Agreement is submitted for signing by the Redevelopment Entity, then the Borough shall reject the Successful Respondent's Proposal as non-responsive. When such a rejection occurs, the same affirmative action requirements shall apply to any other contract selected by the Borough, in accordance with contracting laws and procedures.

5.2 Performance and Financial Requirements

5.2.1 Security for Performance

In order to provide security to the Borough for the performance by the Successful Respondent(s) of its obligations under the Redevelopment Agreement(s), the Successful Respondent must provide an Irrevocable Performance Letter of Credit, as described below. If such Performance Letter of Credit is to be issued on behalf of a company other than the Successful Respondent(s) (e.g. an affiliate or parent), such affiliated company or parent must commit to guarantee the obligations of the Successful Respondent(s) under the terms of the Redevelopment Agreement(s). In addition the Successful Respondent(s) shall be required to provide a Labor and Materials Payment Bond in an amount equal to one year's estimated cost of all subcontractor services and materials.

The Irrevocable Letter of Credit shall be an annually renewable Letter of Credit in effect for the Term of the Redevelopment Agreement(s). The Irrevocable Performance Letter of Credit shall be substantially in the form set forth in a form satisfactory to the Borough and shall be issued by a bank or financial institution having a credit rating for its long-

term debt of at least “A”, or the equivalent thereof, from a nationally recognized credit rating.

The Irrevocable Performance Letter of Credit will be drawn upon in accordance with its terms and only upon the occurrence of an Event of Default (as defined in the Redevelopment Agreement) by the Successful Respondent(s). If the Successful Respondent(s) is a joint venture, a single Irrevocable Performance Letter of Credit may be submitted in the name of the joint venture, or one joint venturer may submit a Performance Letter of Credit covering the performance obligations as set forth in the Redevelopment Agreement(s) by the joint venture.

In addition, counsel to the issuing bank will be required to submit an opinion letter in a form satisfactory to the Redevelopment Entity.

5.3 Termination

Upon the happening of any of the following events of default by the Successful Respondent(s), the Borough shall have the right to terminate the Redevelopment Agreement(s) or to pursue a cause of action for actual damages, all as more fully described in the Redevelopment Agreement:

- a. The failure by the Successful Respondent to perform the Services in accordance with the terms and provisions of the Redevelopment Agreement(s), its obligations and duties created thereunder, and thereafter and/or by applicable law;
- b. The failure of the Successful Respondent(s) to perform or observe any of its covenants, agreements, obligations, and/or duties created by the Redevelopment Agreement(s);
- c. Downgrade by Standard & Poor or Moody’s;
- d. Materially adverse change in financial position;
- e. If any representation and/or warranty made by the Successful Respondent(s) in its Proposal submittal prove to be false and/or misleading in any material respect and the legality of the Redevelopment Agreement(s) or the ability of the Successful Respondent(s) to carry out its duties and obligations under the Redevelopment Agreement(s) is thereby adversely affected;
- f. The commencement of any bankruptcy, insolvency, liquidation and/or similar proceeding against the Successful Respondent(s), its parent corporation and/or any of its subsidiaries and/or related companies which adversely affects the Successful Respondent’s ability to perform its duties or obligations under this Redevelopment Agreement(s); the consent by the Successful Respondent(s), its parent corporation and/or any of its subsidiaries and/or related companies, to the appointment of and/or taking possession by a receiver, liquidator, assignee,

trustee and/or custodian of the Successful Respondent(s) its parent corporation and/or any of its subsidiaries and/or related companies, and/or any substantial part of the respective assets which adversely affects the Successful Respondent's ability to perform its duties or obligations under the Redevelopment Agreement(s); the making by the Successful Respondent(s), its parent corporation and/or any of its subsidiaries and/or related companies, of any assignment for the benefit or creditors which adversely affects the Successful Respondent's ability to perform its duties or obligations under the Redevelopment Agreement; and/or the failure by the Successful Respondent(s), its parent corporation and/or any of its subsidiaries and/or related companies, to generally pay its debt as they come due; or

- g. The failure by the Successful Respondent(s) to make any payment required to be made by the Successful Respondent(s) pursuant to the terms of the Redevelopment Agreement(s).

APPENDIX A

GENERAL PROPOSAL FORMS

Sample Letter of Intent..... Form A-1
Proposal Security..... Form A-2
Form of Proposal Bond..... Form A-3
Ownership Disclosure Statement..... Form A-4
Non-Collusion Affidavit..... Form A-5
Consent to Investigation..... Form A-6

FORM A-1

SAMPLE LETTER OF INTENT

(NOTE: TO BE TYPED ON RESPONDENT'S LETTERHEAD. THE BOROUGH WILL ACCEPT NO MODIFICATIONS OF THE LANGUAGE OF THIS LETTER OF INTENT.)

Date, 2013

Mayor Daniel J. Reiman
Borough of Carteret
61 Cooke Avenue
Carteret, New Jersey 07008

RE: Response to RFQ, dated _____, 2013, related to the prequalification of Redeveloper candidates.

The undersigned, as Respondent, has (have) submitted the attached Response to the Request for Proposal (RFQ) issued by the Borough of Carteret dated _____, 2013.

(Name of Respondent) HEREBY STATES:

1. The Response contains accurate, factual and complete information and all representations made regarding Respondent's willingness to provide the required services are true and correct.
2. It is the intent of (Name of Respondent), if selected, to complete and submit a Proposal for development of a yet to be determined Project.
3. (Name of Respondent) agrees to participate in good faith in the selection process as described in the RFQ and to adhere to the Borough's selection schedule.
4. (Name of Respondent) acknowledges (acknowledge) that all costs incurred by it (them) in connection with the preparation and submission of the Response prepared and submitted in response to the RFQ, or any negotiations which result therefrom, shall be borne exclusively by the Respondent.
5. (Name of Respondent) hereby declares (declare) that the only persons participating in this Response as Principals are named herein and that no person other than those herein mentioned has any participation in this Response or in any contract to be entered into with respect thereto. Additional persons may subsequently be included as participating Principals, but only if acceptable to the Borough. (Name of Respondent) declares that this Response

is made without connection with any other person, firm or parties who have submitted a Response, except as expressly set forth below and that it has been prepared and has been submitted in good faith and without collusion or fraud.

6. (Name of Respondent) acknowledges and agrees that the Borough may modify, amend, suspend and/or terminate the selection process (in its sole judgment) and that, notwithstanding efforts of the Borough and the project described in the RFQ. In either case, neither the Borough nor its officers, agents or representatives shall have any liability to the Respondent for any costs incurred by Respondent with respect to the activities described in this RFQ.
7. (Name of Respondent) acknowledges that by submitting a Response to the RFQ, it is agreeing and consenting to all conditions, restrictions, releases and other provisions contained therein.
8. The Proposal is submitted pursuant to due authorization by, and is in all respects binding upon, the Respondent.
9. No corporation, partnership, individual or association, officer, director, employee, manager, parent, subsidiary, affiliate or principal shareholder of (name of 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 anti-trust or similar statute within the preceding five (5) years, or previously adjudged in contempt of any court order enforcing such laws.
10. (Name of Respondent) agrees to participate in good faith in the procurement process as described in the RFQ to adhere to the Borough's project schedule and, if requested, to negotiate a Redevelopment Agreement.
11. (Name of Respondent) is not currently in breach of or in default of any agreements, Permits or any other applicable federal, state and local laws and regulations that are necessary for or relate to the Respondent's ability to provide the Services as contemplated in Respondent's Proposal.
12. (Name of Respondent) hereby acknowledges receipt of Addendum numbers _____ through _____.

(Respondent shall sign and complete the space provided below. If a joint venture, appropriate officers of each company shall sign.)

By: _____
(Name of Respondent)

(Signature)

(Name and Title)

(Seal)

Respondent must provide Corporate Resolution authorizing submission of the Proposal and execution of this Form and all other Proposal forms attached hereto. The same person should execute all of the Proposal forms.

FORM A-2

PROPOSAL SECURITY

[THIS FORM IS TO BE COMPLETED IF THE RESPONDENT DOES NOT PROVIDE A PROPOSAL BOND WITH ITS PROPOSAL].

This Proposal is accompanied by bid security in the form of a Certified Check or Cashier's Check drawn on the Bank of:

(Name of Banking Institution)

(Address)

in the amount of _____ (\$) Dollars.

The Undersigned Respondent hereby agrees that if this Proposal shall be accepted by The Borough and the undersigned shall fail to execute and deliver the Redevelopment Agreement and the performance bonds or letters of credit in accordance with the terms of this Proposal, then the undersigned shall be deemed to have abandoned the procurement process, and thereupon the Proposal and its acceptance shall be null and void and the certified or cashier's check herewith submitted as bid security shall be due and payable thereunder to the Borough as liquidated damages; otherwise the said check or the amount thereof, shall be returned to the undersigned.

Attach Cashier's or
Certified Check made
payable to the Borough
of Carteret here

By: _____
(Name of Respondent)

(Signature)

(Name & Title)

FORM A-3

FORM OF PROPOSAL BOND

[THIS FORM IS TO BE COMPLETED IF THE RESPONDENT PROVIDES A PROPOSAL BOND WITH ITS PROPOSAL INSTEAD OF A CERTIFIED CHECK OR CASHIER'S CHECK.]

KNOW ALL MEN BY THESE PRESENTS, that, [NAME OF RESPONDENT], As Principal (hereinafter the "Principal") and [NAME OF SURETY], a [Corporation] [Partnership] duly organized under the laws of the State of _____, as Surety, are held and firmly bound unto the Borough of Carteret, as Oblige, in the sum of (\$) _____ DOLLARS lawful money of the United States of America, for which payment will and truly to be made, the said Principal and Surety bind ourselves, our successors, and assigns jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted or is about to submit to the Borough a Proposal for the provision of certain Services, which Proposal is made a part hereof;

NOW THEREFORE, the Surety hereby understands that if the said Proposal is accepted and the Redevelopment Agreement be awarded to the Respondent, then prior to the expiration or termination hereof, said Respondent will enter into the Agreement in writing and give bond with Surety acceptable to the Oblige for the faithful performance of the Redevelopment Agreement, or if the Principal shall fail to enter such agreement and give such bond, said Surety will pay to the Oblige, as liquidated damages, the difference, not to exceed the penal amount hereof between the amount specified in said Proposal and such larger amount for which Oblige may in good faith contract with another party to perform the work covered by said Proposal. Upon execution of the Redevelopment Agreement or payment, this bond shall thereafter become null and void, otherwise to remain in full force and effect unless terminated as hereinafter provided.

It is agreed that this bond shall be effective on the date of the Proposal is submitted and will continue in force for five (5) months, or until terminated as hereinafter provided.

If the Proposal is not accepted, then after written notice by the Borough of such non-acceptance, this bond may be terminated by the Surety or Principal upon written notice to each other and to the Oblige by registered mail at least ten days prior to the termination date specified in such notice and upon giving such notice, the Surety shall be discharged from all liability under this bond for any act or omission of the Principal occurring after the date of the notice of non-acceptance.

SIGNED AND SEALED this _____ day of _____, 20____, in the presence of:

(Seal)

WITNESS

(Seal)

WITNESS

PRINCIPAL

TITLE

SURETY

TITLE

FORM A-4

OWNERSHIP DISCLOSURE STATEMENT

In accordance with State Law, corporate and partnership Respondents to the RFQ must submit a statement of names and addresses of all stockholders in the corporation or partnership owing 10% or more of its stock of any class, or of all individual partners in the partnership who own a 10% or greater interest, as the case may be. If one or more such stockholder or partner is itself a corporation or partnership, the names and addresses of stockholders holding 10% or more of that corporation's stock or of individual partners owning 10% or greater interest in that partnership, as the case may be, shall also be listed. The Disclosure shall continue until names and addresses of every known corporate stockholder and individual partner, exceeding the 10% ownership criteria is listed. If the Respondent is neither a corporation nor a partnership, he shall so attest in the space provided below:

NAME

ADDRESS

(Signature of President or duly authorized Officer)

(Date)

(Name of Partnership or Corporation)

(Print Name and Title)

(Address)

(Seal)

ATTEST:

(Signature of Secretary or Assistant Secretary)

(Print Name and Title)

NOTE: SUBMIT SIMILAR STATEMENT FOR EACH MEMBER OR JOINT VENTURE

If the Respondent on this Contractor is neither a Corporation nor a Partnership, please sign below.

(Signature of Owner)

(Date)

FORM A-5

NON-COLLUSION AFFIDAVIT

STATE OF NEW JERSEY)

:ss

COUNTY OF)

I, _____, of the City of _____, in the County

of _____, and the State of _____, of full age,

being duly sworn according to law on my oath, depose and say that I am _____

of the firm _____, the Respondent making the proposal for the redevelopment of the Project Area in accordance with the Proposal and that I executed the Proposal with full authority to do so; that the Respondent has not, directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with the Proposal; and that all statements contained in the Proposal and in this Affidavit are true and correct, and made with full knowledge that the Borough relies upon the trust of the statements contained in the Proposal and in the statements contained in this Affidavit.

I further warrant that no person or selling agency has been employed or retained to solicit or secure Respondent's selection as Successful Respondent, upon an agreement or understanding, for a commission, percentage, brokerage or contingent fee, except bona fide employees or bona fide established commercial or selling agencies maintained by the Respondent for the purpose of securing business (N.J.S.A. 52:34-15).

(Name of Respondent)

By: _____
(Signature of Duly Authority Representative)

(Print Name)

(Title)

Subscribed and sworn to
Before me this _____
Day of _____, 201__

(Notary Public of New Jersey)

My commission expires, 201_.

PROPOSAL FORM A-6

CONSENT TO INVESTIGATION

The Respondent hereby gives it consent to the Redevelopment Entity, the Borough of Carteret, Middlesex County, New Jersey, or its authorized representatives to investigate and verify all information contained in the Proposal submitted herewith in response to the Request for Proposals, dated _____, including financial and law enforcement information with respect to the Respondent. The Respondent agrees that all financial institutions, law enforcement agencies, and regulatory agencies are authorized to release information verifying those representations and/or submissions made by the Respondent. The Respondent further agrees that Redevelopment Entity, the Borough of Carteret and/or its authorized representatives are authorized to inspect all premises and relevant records of said business entity in order to verify information contained herein.

The Respondent agrees that a photocopy of this Consent to Investigation may be accepted by any agency or institution in lieu of the original.

Name of Respondent: _____

Respondent's Address _____

By: _____
(Signature)

Name: _____

Title: _____

Date: _____