

THE JERSEY CITY REDEVELOPMENT AGENCY

REQUEST FOR PROPOSALS

**FOR THE ACQUISITION AND DEVELOPMENT OF
THE PHASE I DEVELOPMENT AREA WITHIN THE
BAYFRONT I REDEVELOPMENT AREA**

DUE AUGUST 21, 2019

JERSEY CITY REDEVELOPMENT AGENCY

MISSION STATEMENT

The staff and Board of Commissioners of the Jersey City Redevelopment Agency or JCRA (as defined herein) are committed to stimulating responsible reinvestment in the City of 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.

Since its inception, JCRA has been responsible for the direct reinvestment of billions of dollars in Jersey City and tens of thousands of jobs. The JCRA is committed to enhancing the quality of life for all residents of Jersey City by guiding responsible development and reinvestment in all neighborhoods and communities in Jersey City.

JCRA's Guiding Principles include enhancing the quality of life and improving economic and housing opportunities, building strong, viable partnerships with the community, and letting employees perform their duties in an honest, ethical manner at all times while maintaining the trust, respect and confidence of residents and our clients:

- Quality of Life = Enhance the quality of life and improve the economic and housing opportunities that are available to our residents. The key measure of our success is our continuous commitment to build greater sustainable communities throughout Jersey City.
- Partnerships and Collaborations = We are committed to building strong, viable partnerships with the community that we are working in and the redeveloper that helps to rebuild our communities.
- Integrity = We expect all employees to perform their duties in an honest, ethical manner at all times to maintain the respect, trust and confidence of the residents of Jersey City and our redeveloper clients.
- Commitment to Employees = We value each employee and the professionalism they bring to the JCRA. We provide an environment where employees can achieve their best work and their highest level of performance.

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.

I. INTRODUCTION

The JCRA issues 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 and set forth in a Redevelopment Agreement (“**Project**”).

All Proposals (as defined herein) shall be prepared at the cost and expense of the Respondent(s) (as defined herein). The JCRA shall not be responsible for paying 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.

Respondents and their contractors and subcontractors must, at all times, be in good standing with Jersey City and the JCRA, and 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 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 the JCRA and Jersey City, to waive any errors (material or otherwise), 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 this RFP.

There will be two scheduled site visits conducted on June 5, 2019 and June 19, 2019. The visit will be held at JCRA’s Bayfront Trailer Complex, 575 State Route 440, Jersey City (entry into the site via the Culver Avenue jug handle). Attendance at the site visit is not mandatory but is strongly encouraged. **All attendees must register with the JCRA at least 48 hours in advance by completing and submitting the Site Visit Registration Form, attached hereto.**

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 June 28, 2019. Questions should be directed to: Chris Fiore, Assistant Executive Director, at cfiore@jcnj.org, with a copy to Bhavini Doshi, Esq., at bdoshi@msbnj.com.

Written responses with both the inquiry and response will be posted on the JCRA’s website at <http://www.thejcra.org>. 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 \$2,500 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 five (5) paper copies and one (1) electronic copy (USB drive format preferred) of their Proposal.

All Proposals must be delivered no later than 3:00 p.m. on Wednesday, August 21, 2019 to the Jersey City Redevelopment Agency, 66 York Street, 3rd Floor, Jersey City, New Jersey 07302. Proposals may be submitted in person, be sent by U.S. certified mail return receipt requested, or be delivered 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. **Emailed submissions will not be accepted.**

All Proposals shall become the property of the JCRA and will not be returned to the Respondent. For further information, email Chris Fiore, Assistant Executive Director, at the above address.

List of Attachments Constituting Part of the RFP

- 1. Phase I Development Area Location Map**
- 2. Aerial of Phase I Development Area**
- 3. 2008 Redevelopment Plan**
- 4. Memo and Proposed Amendments to 2008 Redevelopment Plan**
- 5. Illustrative Master Plan**
- 6. Phase I Development Drawings**
- 7. Phase I Building Regulation Plan/Design Guidelines**
- 8. Conceptual Engineering Plans**
- 9. Utility Summary Memorandum for Phase I**
- 10. Redeveloper Questionnaire**
- 11. Site Visit Registration Form**

II. DEFINITIONS

Capitalized terms used herein shall have the meaning assigned to such terms below (or as defined herein):

- “Bayfront I Redevelopment Area” means the property commonly known as Block 21901.01 Lots 1, 3, 4, 5, 6, 7, 8, 9 and Block 21901, Lot 4 on the tax map of Jersey City.
- “City” or “Jersey City” means the City of Jersey City, State of New Jersey.
- “JCRA” means the Jersey City Redevelopment Agency
- “Phase I Development Area” means those certain sub-lots within Block 21901.01, Lot 6, consisting of development lots, roadways and open space areas, as further depicted in **EXHIBITS 1 and 2**.
- “Proposal” means a submission to the JCRA prepared in accordance with Section VIII hereof.
- “Qualified Respondent” means a Respondent which, in the sole discretion of the JCRA, meets the requirements of this RFP.
- “Redeveloper” means a Successful Respondent that executes a Redevelopment Agreement with the JCRA.
- “Redevelopment Agreement” means an agreement between the Redeveloper and the JCRA regarding the redevelopment of the Phase I Development Area (or portion thereof) pursuant to the Redevelopment Law.
- “Redevelopment Plan” means the redevelopment approved on March 12, 2008, pursuant to Ordinance and known as the Bayfront I Redevelopment Plan attached hereto as **EXHIBIT 3**.
- “Respondent” means an entity or individual who submits a Proposal to this RFP.
- “State” means the State of New Jersey
- “Successful Respondent” means the Qualified Respondent whose Proposal is determined to best satisfy the criteria outlined in this RFP and who is designated by the JCRA Board of Commissioners as the “conditional redeveloper” for the purpose of negotiating a Redevelopment Agreement.

III. OVERVIEW

The JCRA is issuing this RFP to assess the qualifications and Proposals of redevelopers interested in the acquisition and redevelopment of certain parcels within the City located within the Bayfront I Redevelopment Area. The Bayfront I Redevelopment Area located on the West Side of Jersey City, consists of approximately 25 acres of public open space, i.e., Block 21901.01, Lots 3, 5 and 7 (the “**Open Space Lots**”) and approximately 70 acres of development parcels, i.e., Block 21901.01, Lots 1, 4, 6, 8 and 9 (the “**Development Lots**”). On January 15, 2019, the City became the fee title owner of the Development Lots. The Open Space Lots shall be donated to the City upon completion of improvements by Jersey City and will be a part of the long-term vision of the entire Bayfront I Redevelopment Area.

The JCRA is currently seeking proposals for the acquisition and development of the Phase I Development Area, which includes four development lots totaling approximately 5.75 acres located in the southern part of the Phase I Development Area, accessible via Kellogg Street. Based on the existing Redevelopment Plan, up to 1,105 residential units could be built on these 4 lots. The JCRA envisions that the infrastructure to serve these four lots would be designed and constructed by Jersey City and/or the Jersey City Municipal Utilities Authority. The Phase I Development Area also includes two open space park lots, which would be designed with inputs from the Redeveloper, and improved by the City and ultimately become City property. Respondents are welcome to bid on individual lots or the entire lot offering.

Since the Bayfront I Redevelopment Area has been designated an “area in need of redevelopment” under the Redevelopment Law, the JCRA intends to utilize the powers granted to it under the Redevelopment Law to encourage and incentivize the revitalization of the entire Bayfront I Redevelopment Area, including the undertaking of this RFP.

The JCRA seeks development proposals which maximize the Phase I Development Area’s potential and benefit and complement the surrounding area. Specifically, the JCRA seeks proposals for the Phase I Development Area which addresses one or more of the following:

- Creation of significant affordable housing,
- Maximization of economic value to the City,
- Creation of new employment opportunities,
- Creation of opportunities for local residents and local businesses, and
- Redevelopment of the Phase I Development Area in accordance with the goals and objectives of the Bayfront I Redevelopment Plan and the JCRA’s Mission Statement.

The Respondent to this RFP should become familiar with the Bayfront I Redevelopment Area and Jersey City and should be prepared to provide a formal Proposal that sets forth a comprehensive strategy for redevelopment of the Phase I Development Area.

Respondents must provide a competitive offer to the JCRA and the City for the acquisition of the Phase I Development Area, reflecting market value adjusted as appropriate by the conditions of each parcel impacting market value, in the business judgement of the Respondent. Respondents may propose to acquire one or more of the four lots in this offering.

The City's overall goal of the redevelopment of the Phase I Development Area, and eventually the remainder of the Bayfront I Redevelopment Area, is to reverse years of blight and underutilization in the Bayfront I Redevelopment Area and to catalyze private investment and growth by (a) creating an attractive and visually appealing environment for residents and visitors and (b) fostering the transformation of the Phase I development Area into a vibrant commercial and residential, mixed-use district that emphasizes walkability and environmentally conscious design. This will provide a unique opportunity for the City's West Side to grow into a dynamic mixed-income and mixed-use urban neighborhood.

IV. BACKGROUND AND PHASE I DEVELOPMENT AREA DESCRIPTION

On March 12, 2008 the City adopted the Redevelopment Plan to effectuate and regulate the redevelopment of the Bayfront I Redevelopment Area.

On June 27, 2018, via Resolution 18-609, the City determined to purchase the Development Lots within Bayfront I Redevelopment Area in order to increase affordable housing and pursue redevelopment in a way that best serves the interests of the City and the community. In order to fulfill the aforementioned mission, the City authorized public financing for the purchase of the Development Lots and for, amongst other things, the construction of certain public infrastructure and public open space improvements.

On January 15, 2019, the City became fee simple title owner to the Development Lots. The City will become fee simple title owner to the Open Space lots in the future following completion of the park improvements thereon. The City plans to sell the Development Lots that are not the subject of the RFP via a separate rfp process(es) in subsequent phases.

V. ENVIRONMENTAL

The JCRA does not make any representations or warranties regarding the condition of the Phase I Development Area, its suitability for any particular use, or the legal ability of the Phase I Development Area 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 Phase I Development Area, and independently assure themselves of the environmental conditions and regulations affecting the Phase I Development Area.

Jersey City and the former owner of the Phase I Development Area, Honeywell International, Inc. (“**Honeywell**”), have been involved cooperatively in the remediation and redevelopment of the Phase I Development Area for several years. The City and Honeywell entered into various Consent Decrees (included in the website set forth below) (the “**Consent Decrees**”) to address their respective roles in the remediation process and have been participating in a remediation process for chromium contamination overseen by a federal court-appointed Special Master. Honeywell

has conducted extensive environmental sampling at the Phase I Development Area and has obtained approvals for the remediation and final environmental remedies of the Phase I Development Area from the New Jersey Department of Environmental Protection and from the court-appointed Special Master. The relevant regulatory and environmental closure documents, including the results of Phase I Development Area investigations and approvals of the completion of the environmental remediation at the Phase I Development Area, are located at:

<http://www.jerseycitychromiumcleanup.com/background/documents.cfm>.

As of the issuance of this RFP, the remediation and regulatory closures for both chromium and non-chromium contamination have been completed within the Phase I Development Area. Long-term groundwater management and monitoring is ongoing. There remain a few, localized remediation activities within the Bayfront I Redevelopment Area, particularly on the perimeter of the property, outside the relevant locations of this RFP. Groundwater testing and monitoring will continue by both Honeywell and the City.

In connection with the environmental obligations within the Bayfront I Redevelopment Area, the City and the JCRA have entered into a cooperation agreement (the “**Cooperation Agreement**”) pursuant to which the JCRA is authorized to, among other things, oversee and manage the remaining environmental responsibilities and procure all necessary professionals therefor. The JCRA is committed, through the Cooperation Agreement, to ensuring that development of the Bayfront I Redevelopment Area, including the Phase I Development Area, is environmentally feasible and most importantly, that it is safe for future residents. The JCRA has retained an environmental consultant, to assist the JCRA in this regard. The continuing rights and obligations of both Honeywell and the City are set forth in detail in an environmental agreement between the parties, which sets forth among other things that Honeywell continues to remain solely responsible for the chromium remedy.

VI. THE PROJECT

1. Design Guidelines for Redeveloper

The Design Guidelines are attached hereto as **EXHIBIT 7**. In addition, the following minimum square foot measurements are established for the different unit types set forth below (for purposes of this requirement, square feet include the heated and cooled area of the residential unit):

- (a) Studio units: 500 square feet
- (b) One-bedroom units: 650 square feet
- (c) Two-bedroom units: 850 square feet
- (d) Three-bedrooms units: 1000 square feet

2. Infrastructure and Open Space

Jersey City and/or the Jersey City Municipal Utilities Authority plan on constructing the necessary infrastructure for the redevelopment of the Bayfront I Redevelopment Area, including internal roadways, crosswalks, traffic signs, utilities, and open space improvements to enhance the goals

of the Bayfront I Redevelopment Plan. For the Phase I Development Area, the internal roadways, stormwater collection system, and underground water and sanitary utilities for the Project, in addition to the Open Space Lots within the Phase I Development Area, will be built out by Jersey City and/or the Jersey City Municipal Utilities Authority. The designs for certain of the aforementioned items are already underway and Jersey City will continue to work on them throughout this year and next. The street grids have been designed to reflect and comport with environmental and planning requirements, cannot be adjusted by the Redeveloper and are subject to change by the City to further the aforementioned purposes. The City will also pave and stripe two (2) surface parking lots adjacent to the Phase I Development Area, as described in further detail in Section VI (5) of this RFP.

The Open Space Lots will be conveyed to the City in the future.¹ Jersey City plans to utilize these Open Space Lots by constructing parks, sidewalks, bike trails, and other recreational areas to encourage a safe, engaging and pedestrian-friendly experience that will enhance walkability at the Project while increasing the amount of accessible green space in Jersey City. In particular, the City plans to incorporate two parks extending from Route 440 to the Hackensack River as well as the continuation of the Riverwalk in Society Hill to the south of the Bayfront I Redevelopment Area. The Respondent is encouraged to utilize this future plan of the Open Space Lots and pedestrian walkability to accentuate design of their Project in their Proposal.²

3. Bulkhead and Water Access

The Bayfront I Redevelopment Plan emphasizes one of Jersey City's most underused natural assets, the Hackensack River, which borders the west side of the Bayfront I Redevelopment Area. The Bayfront I Redevelopment Area was designated by the Jersey City Master Plan in 2010 for Waterfront Planned Development. The City envisions a water-oriented area on the west side of the Bayfront I Redevelopment Area consisting of commercial, residential and recreational activities available to its residents.

To achieve these goals, Jersey City intends on constructing a new bulkhead along Droyers Cove at the Hackensack River, which will support water access and potentially light recreational activities such as canoeing, kayaking, fishing and a boathouse. The City will construct, or will manage the construction of, the bulkhead restoration and boat launch areas, and estimates that construction will commence on or before January 2022. The City makes no guarantees as to the timeline of the construction of the bulkhead and the Redeveloper may not hold City liable if same does not commence on the same timeline as what is represented in this RFP. Respondents may rely on future water access in their Proposals.

¹ Jersey City is working with Honeywell to build out the open space areas within the Phase I Development Area in a manner that is compliant with the Open Space Design Standards ("OSDS"), as required under the Consent Decree and the Special Master process.

² Any proposals for the Open Space Lots which deviate from the City's proposed designs will need to be compliant with the OSDS, the Consent Decrees, and the deed notices and conservation restrictions applicable to the open space lots. These documents are available at: <http://www.jerseycitychromiumcleanup.com/background/documents.cfm>.

4. Future Development Phases/Retail

The JCRA is also working on a development plan for subsequent development phases of Bayfront I Redevelopment Area. At this time, the JCRA anticipates that the next development phase will be located along Route 440, adjacent to the Phase I development blocks, and will include retail uses. This targeted location will allow for additional access into the Phase I Development Area via Route 440 and will enhance the existing streetscape of the development along Route 440. Additionally, adding in a mix of retail uses will help balance the near-term development plan and provide additional amenities for the residents of the Bayfront I Redevelopment Area. The JCRA anticipates that a conceptual plan for this second phase should be available this year.

5. Light Rail

Discussions are currently ongoing with New Jersey Transit for construction and operation of a new light rail station on the northern portion of the Bayfront I Redevelopment Area, the design of which is underway. This new station would be an extension of the Hudson-Bergen Light Rail that currently serves over 50,000 weekday passengers. While the City cannot guarantee the construction or the timeline of the new light rail station, Respondents may wish to consider the potential presence of a new public transportation option as depicted in the Bayfront I Redevelopment Plan. Proposals should include suggestions for the implementation of a sustainable source of funding transportation (i.e. shuttle service) within the Bayfront Redevelopment Area to access the Hudson-Bergen Light Rail.

6. Parking

The City will pave and stripe 2 surface parking lots at its own cost and expense (the “**Surface Parking Lots**”) adjacent to the Phase I Development Area. As the development of the Bayfront I Redevelopment Area moves onto subsequent phases, the Surface Parking Lots will eventually be sold for future phased development. Until that time, the City would like to maintain a 1.5 parking space to residential unit ratio (i.e., 1 residential unit = 1.5 parking spots in building, including what is available at the Surface Parking Lots). A parking ratio of 1.0 must be maintained within the building regardless of the availability of the Surface Parking Lots. The City believes that in the future more diverse transportation options will be available at the Phase I Development Area and will provide value to its residents in the Bayfront I Redevelopment Area.

7. Sustainability/Smart City Growth

Jersey City recognizes the need for sustainable communities for its residents. The Redevelopment Plan illustrates these goals by outlining future communities that utilize modern green technology and maximize energy savings through the use of green building methods, compact design, and walkability. The JCRA envisions basic components of urban smart growth with a circulator bus, a light rail stop, green buffers and paths for pedestrians and cyclists. New offices and resident units will be built with the environment in mind and will incorporate sustainable design standards that address renewable energy, the use of renewable materials, a sustainable stormwater management plan, and green roofs and terraces. Respondents are encouraged to illustrate their commitment to these sustainability goals and ideals in their Proposals.

8. Amendment to the Redevelopment Plan

The City and the JCRA shall endeavor to make an amendment(s) to the current Redevelopment Plan, attached hereto as **EXHIBIT 3**, to incorporate the updated vision for the Phase I Development Area based on this RFP. The summary and draft of certain amendments that the City’s Planning Department are prepared to recommend for consideration by the Mayor, City Council and City Planning board are attached hereto as **EXHIBIT 4**. The City may also consider proposed amendments put forth by the Successful Respondent.

9. Property Owner’s Association

As a component of the redevelopment of the Bayfront I Redevelopment Area the City is interested in considering the creation of a property owner’s association (“POA”) to address certain ongoing expense related to the Bayfront I Redevelopment Area such as the maintenance of the Open Space Lots. Proposals should discuss the pros and cons of the creation a POA and Respondents view of same.

VII. AFFORDABLE HOUSING

1. Proactive Approach to Affordable Housing

Jersey City is well aware that state and local governments across the country are facing an affordable housing crisis. Affordable housing of the types and in the locations that are in high demand such as those in the vicinities near job and educational opportunities, recreation options and varieties of public transit, are increasingly difficult to find.

Jersey City believes that local government can actively be a part of this solution. Rather than relying solely on policy requirements, the City has determined to take a proactive approach for the next generation of Jersey City residents. By purchasing the Bayfront I Redevelopment Area Jersey City determined to take full control over 100 acres of land to create the largest inclusionary housing and mixed-use development in the State (the “**Bayfront Development**”).

Under the Fulop administration, Jersey City has made substantial progress in building a more inclusive and equitable city. The Fulop administration has placed major emphasis on affordable housing, creating the first 80/20 housing developments on the waterfront in more than three decades and developing the first affordable housing plan in Jersey City’s history. One of the biggest accomplishments of Jersey City’s affordable housing program is its breadth of affordable options to meet the varied needs of the community. In the past four years, the Fulop administration has led efforts towards the creation of new senior housing at the Catherine Todd Housing on Montgomery Street and in collaboration with the Hudson County Building Trades, the first ever housing for homeless veterans.

With access to transportation options, shopping, recreation and entertainment, Jersey City is committed to support affordable housing within the Bayfront Development so that residents of all incomes can continue to call Jersey City their home.

2. Affordability Requirements and Goals

The City has an aggregate goal of 35% affordable and workforce housing for the Phase I Development Area (the “**Affordable Housing Goal**”) subject to the parameters further discussed below. Accordingly, Proposals which propose to include fewer than 20% affordable or workforce units within each building will not be considered. Proposals which meet or exceed the Affordable Housing Goal will be given greater preference. Respondents may consider a variety of housing types (rentals, condos) and bedroom mixes consisting of studios, 1-Bedrooms, 2-Bedrooms and 3-Bedrooms. There shall be a pro rata ratio of the housing types and bedroom mixes for the affordable and workforce units to market rate units. Respondents may also consider senior housing in the mix of housing. Respondent may propose more than one strategy in order to achieve the Affordable Housing Goal but must acknowledge and agree that the restrictions governing the marketing, selection of applications, rent and affordability of these affordable units shall be governed by and consistent with those utilized and approved by the City or such department or division of the City as may be designated in implementing the City’s affordable housing programs. The City welcomes any innovative or creative strategies from Respondents for achieving the Affordable Housing Goal.

All affordable units to be counted towards the Affordable Housing Goal shall be subject to a long-term deed restriction that restricts the rent or use of the units as affordable housing units to low-income, moderate-income or workforce housing households, or those households at or below 50%, 80% or 120%, respectively, of the area medium income (“**AMI**”), as established and published annually by the U.S. Department of Housing and Urban Development (“**HUD**”) for Hudson County. Where applicable, the rents for the affordable units shall, under no circumstances, exceed the fair market rents established annually by HUD for the relevant bedroom size.

In order to effectively promote workforce housing at the Bayfront Development, Jersey City encourages Respondents to examine regional characteristics that shape the housing market on the west side of the City. Traditionally, workforce housing has comprised a range of development types emanating from a company or an industry’s desire to subsidize market-rate housing for individuals to be in close proximity to their workplaces. Respondents are encouraged to examine the need and suitability for workforce housing at the Bayfront Development by reviewing, amongst other things, the geography, commutation and transit patterns, smart growth opportunities, the regional economy and the demographics of the current and potential residents of the area.

The Bayfront Development shall not only provide a more affordable place to live, but also shall ensure dignity, respect and equity for all residents, regardless of their income. Therefore, the Respondents shall be committed to implement inclusionary housing best practices to ensure that affordable and workforce housing units are appropriately integrated with the market-rate units. The affordable and workforce units shall be a part of the overall development, which will also include parking and other amenities, as discussed in Section VI(5) of the RFP. The affordable and workforce units shall also have access to the benefits of any smart-city or sustainability design elements the Respondents make available at the Phase I Development Area, as discussed in Section VI(6) of the RFP.

VIII. 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 Proposal. Where a Proposal contains conflicting information, the JCRA at its option may either request clarification or may consider the information submitted unresponsive.

Each Proposal 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) Redeveloper 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 e-mail 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 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.

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 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 its outstanding stock.

5. Objectives

State what the Respondent believes to be the primary objectives for redevelopment of the Phase I Development Area. 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 shall be included.

6. Proposal for the Project

Include a detailed description of the Respondent's proposal for the Project, including capital improvements, plans, elevations, renderings, CAD files, illustrative materials, etc., and how it satisfies the goals and objectives of Jersey City, the JCRA, and the Bayfront I Redevelopment Plan, as same may be amended. 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 their Project will employ, respectively, the positions these employees will fill, and the percentage of these employees that they expect to hire from the local community. The JCRA may view more favorably Proposals that will employ members of the community and that contract with local businesses and suppliers to fulfill various Project demands.

All Proposals shall meet all of the zoning and planning requirements of the Bayfront I Redevelopment Plan or the Plan amendments proposed in Attachment 4 to this RFP, provided that Respondents may propose additional amendments to same. Respondents shall highlight such proposed amendments together with an explanation of how they further the objectives of the City.

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 date 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 Phase I Development Area. The acquisition of the Phase I Development Area 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.

For purposes of evaluating the Proposal, Respondent should assume that the Phase I Development Area is environmentally remediated to a point that would allow construction of the Project. The JCRA makes no representation as to the state of remediation of the Phase I Development Area or delivery of environmentally remediated property outside of the representations contained in Section V of the RFP.

Respondent must clearly identify whether financial incentives are necessary to make Respondent's Proposal feasible.

Failure to include an offer to purchase the Phase I Development Area 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. Redeveloper Questionnaire/Other

This section must include at minimum a completed Redeveloper Questionnaire (the form of which 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.

IX. 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 Phase I Development Area;
- Appropriateness of capital improvement, designs and Redevelopment Plan amendments, if any, submitted in relation to the Bayfront I Redevelopment Plan;
- Soundness of financial plan and commitments;
- Capacity of Respondent to execute the project;
- Commitment to Affordable Housing Goals.

The JCRA, in its sole discretion, may elect to ask some or all Respondents to give presentations on their Proposals. The JCRA, in its sole discretion, may elect to enter into negotiations for best

and final offers with some or all Respondents. The JCRA may recommend to its Board of Commissioners that the Respondent be designated the Successful Respondent and authorize the undertaking of negotiations with respect to a Redevelopment Agreement for the Project.

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

The JCRA 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.

X. REDEVELOPMENT AGREEMENT REQUIREMENTS

Upon designation and at the sole discretion of the JCRA, the Successful Respondent shall be required to enter into an interim cost agreement with the JCRA to defray the JCRA's expenses in negotiating the Redevelopment Agreement. Thereafter the Successful Respondent shall be required to negotiate a Redevelopment Agreement with the JCRA for the redevelopment of the Phase I Development Area.

Neither the JCRA's acceptance of a Respondent's Proposal nor the JCRA's designation of a Successful Respondent 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 has the option to terminate negotiation of a Redevelopment Agreement at any time without cause. The Successful Respondent shall have no cause of action or right to damages arising from the JCRA's termination of negotiations with the Successful 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 Redeveloper shall 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 Redeveloper shall be required to carry at least \$10,000,000.00 in general liability insurance coverage and \$5,000,000.00 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 Redeveloper, upon acquisition of the Phase I Development Area, shall be responsible for securing the Phase I Development Area and maintaining reasonable and necessary security within the Phase I Development Area and the immediate surrounding area.

4. The Redeveloper shall comply with all City, state and federal laws relating to access for persons with disabilities.
 5. 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.
 6. The Redeveloper shall 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.
 7. The Redeveloper, upon acquisition of the Phase I Development Area, shall pay all taxes and municipal charges (e.g., water and sewer) as and where applicable.
 8. Redeveloper shall work with Jersey City's Office of Diversity and Inclusion and the Jersey City Economic Development Corporation to ensure that local businesses and minority and women owned businesses are given an opportunity to participate in the Project.
 9. The Redeveloper or its designee shall execute a project labor agreement ("PLA"), prior to or concurrent with the signing of a Redevelopment Agreement. A copy of the fully executed PLA shall be provided to the JCRA and the City within 14 days of the Redeveloper's receipt of a fully and unconditionally executed copy of the 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.
 10. The Redeveloper must comply with all terms of the Redevelopment Agreement. Inspectors from the JCRA may visit the Phase I Development Area unannounced to inspect operations and determine whether the Redeveloper is in compliance with the terms of the Redevelopment Agreement.
 11. All capital improvements, with the exception of those which the City has specifically agreed to be responsible for, including but not limited to any infrastructure (utilities, roadways, etc.) on the Phase I Development Area, shall be borne solely by the Redeveloper.
 12. The Redeveloper shall 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, with the exception of those costs and items which the City has specifically agreed to be responsible for, including, but not limited to, legal fees, engineering fees, architect fees, fees of professional consultants, etc.
 13. The Redeveloper shall be responsible for obtaining all required land use approvals, including preliminary and final site plan approvals.
 14. The Redeveloper shall provide a commencement date and completion date for the Project and certain phases or tasks related thereto.
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15. The Redeveloper shall acknowledge and represent to the JCRA that except as may expressly be provided in the Redevelopment Agreement to the contrary, the Redeveloper 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 Phase I Development Area for any particular use. The Redeveloper agrees that acquisition of the Phase I Development Area shall 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 shall be requirements of the Redevelopment Agreement for purposes of responding to this RFP.

XI. PILOTS AND OTHER INCENTIVES

The Redeveloper may apply to the City for a real estate tax exemption under N.J.S.A. 40A:21-1, et seq. or a long term real estate tax exemption under N.J.S.A. 40A:20-1, et seq. All tax exemptions require the approval of the Jersey City Municipal Council, the approval of which is not guaranteed by the City or JCRA.

The Phase I Development Area is 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 Respondents as to how long the Phase I Development Area 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).

The NJ Housing and Mortgage Finance Agency (“**HMFA**”) works with developers to provide a variety of services and programs to assist them with the production and preservation of affordable housing. Developers should review the HMFA guidelines and developer bulletins to determine if their Project would qualify.

The Project may qualify for other incentives, such as through the New Jersey Economic Development Authority, the review and application of which are the sole responsibility of the Respondent, with reasonable cooperation from the City and the JCRA.

Respondent must clearly identify whether PILOTs or other financial incentives are necessary to make Respondent’s Proposal feasible.

XII. OTHER MANDATORY TERMS

Respondents are responsible for inspecting the Phase I Development Area 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 Proposals.

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.

Designation of a Successful Respondent for the Project shall not create any rights whatsoever in the Successful Respondent until the execution by the JCRA of a Redevelopment Agreement, if any.