



# City of Trenton

Request for Proposals

## Redevelopment Opportunity

### New Clinton Apartments a/k/a Clinton Court

Release Date: April 13, 2023

Site Visit: *By Appointment – Dates Listed*

Questions (via email) by:

[ClintonCourt@trentonnj.org](mailto:ClintonCourt@trentonnj.org)

Submission Deadline: June 16, 2023

**Reinvent  
Historic  
Properties**

**Major Transit  
and Road  
Access**

**Heart of the  
Northeast  
Corridor**





## SUMMARY

The City of Trenton (the “**City**”) seeks one or more qualified developer(s) or redevelopment team(s) (“**Respondents**”) to respond to this Request for Proposals (“**RFP**”), with submissions of redevelopment proposals and statements of their qualifications to redevelop all of the property at 70 N. Clinton Avenue, Trenton NJ (the “**Site**” or “**Clinton Court**”, as it is commonly referred):

<b><u>Block</u></b>	<b><u>Lots</u></b>
Block 1403	26 - 33





The City seeks to identify Respondents with the ability and capacity to acquire, design, permit and commence redevelopment, management, and operation of Clinton Court as a residential site, including, but not limited to, the adaptive re-use of historic elements. New Jersey Economic Development Authority and the New Jersey Redevelopment Authority have the following assistance programs that may be applicable to the redevelopment of the Site: Brownfields Impact Fund, Emerge Program, Aspire Program, Community Anchored Development Program, Direct Loans, New Jersey Redevelopment Investment Funds, and the New Jersey Site Acquisition Fund.

Proposals must include a proposed purchase price for the Site. Respondents should not rely on the information contained in this RFP, but instead should conduct their own investigation and inquiry regarding the Site and independently assure themselves of the conditions and regulations affecting the Site, including but not limited to environmental conditions. The City will consider proposals that include financial incentives, but the City does not guarantee that such financial incentives will be awarded.

The City issues this RFP pursuant to the Local Redevelopment and Housing Law, N.J.S.A. 40A:12A-1, et seq. (the “**Redevelopment Law**”). Any successful Respondent is required to develop the Site in accordance with the Redevelopment Law, the Trenton Train Station Redevelopment Area Plan and as set forth in a Redevelopment Agreement with the City.

All submissions are to be prepared at the cost and expense of the prospective purchaser/developer who proposes a project in response to this RFP. The City is not responsible for paying any costs or expenses associated with the preparation of responsive submissions.

Respondent and its contractors and subcontractors must always 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.

This RFP constitutes an invitation for responsive submissions to the City and does not represent an offer, obligation, or agreement on the part of the City. The City reserves the right to protect the best interests of the City, to waive any technical errors, to request clarification of any submission, to reject any submission (or any part thereof) for any reason whatsoever, or to reject all submissions for any reason whatsoever.

The City reserves the right at any time to withdraw this RFP or modify the schedule or requirements set forth herein. The City reserves the right if it is deemed to be in the public interest, to enter directly into negotiations with one or more Respondents, or to reissue a request for proposals in order to advance the planning and disposition process. This RFP does not commit the City to enter negotiations with any Respondent. While every effort has been made to provide accurate information within this RFP regarding the Redevelopment Area, including the Site, the City is not bound by any of the statements or assumptions set forth herein.



<b>Redevelopment Site</b>	Clinton Court, a $\approx$ .85 acres site, Residential B within the City's Trenton Train Station Redevelopment Area
<b>Site Features</b>	<ul style="list-style-type: none"><li>• Walkable community</li><li>• <math>\frac{1}{2}</math> mile from Downtown Trenton</li><li>• Easy access to the Trenton Transit Center (Amtrak, SEPTA, NJ Transit train and bus lines, and the South Jersey Light Rail System (the River Line)</li><li>• Proximity to I-195, I-295, I-95, US 1, and the New Jersey Turnpike</li></ul>
<b>Proposals Due</b>	June 16, 2023, by 12:00 Noon

**RESOURCES:** *(available on the City's website)*

Trenton Train Station Redevelopment Area Plan:

<https://www.trentonnj.org/DocumentCenter/View/372/Trenton-Station-PDFIt>

Trenton Transit-Oriented Development Strategic Plan:

<https://www.trentonnj.org/DocumentCenter/View/4495/Transit-Oriented-Development-Strategic-Plan>

Trenton250 – the City's master plan: <https://www.trentonnj.org/290/Master-Plan>

Trenton Land Development Ordinance: <https://www.trentonnj.org/DocumentCenter/View/267/2010-Zoning-Ordinance-PDF>



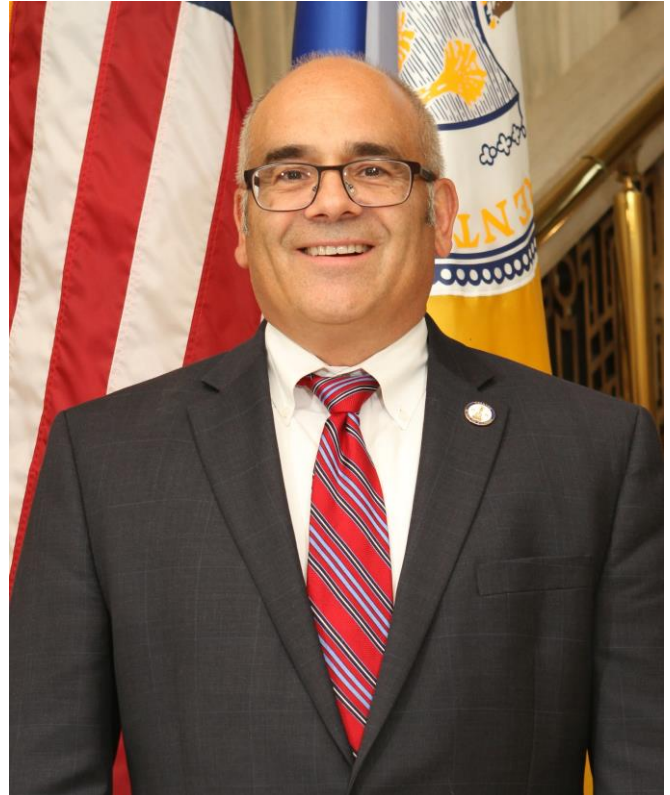
## CLINTON COURT REDEVELOPMENT OPPORTUNITY

### Invitation to Submit Proposals

The City of Trenton is excited about redevelopment and investment in the historic architecture and sites we have in the City. We invite interested developers to submit proposals on how they would renovate and refurbish the former Clinton Court Apartments that incorporate a historic home in the Trenton Station Redevelopment Area centered around the Trenton Transit hub linking the City to all major metropolitan areas along the Northeast.

If you are interested in making a noteworthy investment in the Capital City, we encourage you to submit a plan to the City's Department of Housing & Economic Development for consideration. Thank you and welcome to Trenton. We look forward to a bright future together. –

*Mayor W. Reed Gusciora*





## CLINTON COURT - HISTORY

The City acquired this property from Clinton Park Associates, L.P. in January 2022. Clinton Park had purchased the property in the early 1990's and operated it as an apartment building with 26 units comprised of one-, two- and three-bedrooms. The building sits on land comprised of eight (8) separate lots, commonly known at 70 N. Clinton Avenue, Trenton. The legal description is Block 1403, Lots 26-33.

The center unit of the edifice was formerly a mansion owned by Mayor Magowan, who served as Trenton's Mayor from 1887 – 1889. He built the lavish mansion during his tenure. After he left office, his fortune turned along with a salacious marital scandal. As a consequence, the property and all its belongings were sold at a sheriff's sale. Magowan refused to leave and had to be bodily removed from the property. The New York Times reported the property had been sold at auction after being postponed thirteen times and was purchased by a syndicate made up of a State Senator and a Colonel.

Row homes were eventually built around the centerpiece. In the 1990's, the property was purchased by a developer, who turned the buildings into an apartment complex composed of 26 units. The building began to fall into disrepair around 2016 and was eventually declared uninhabitable. The City has owned the property since January 2022 and has made efforts to secure it. Although there was a small fire within the structure recently, it remains intact and in relatively decent condition.

The Site is a unique opportunity to, among other things, develop and operate an apartment complex or other such residential units that is strategically located to the Trenton Train Station and other sites within City. The Site's proximity to mass transit stations and bus lines, arterial streets, and access to major highway routes provide the Site with many modes of accessibility.



# THE REDEVELOPMENT OPPORTUNITY

## A. Site Details

<b>Site Owner:</b>	<i>City of Trenton</i>
<b>Tax Parcels:</b>	<i>The building sits on land comprised of eight (8) separate lots. Block 1403; Lots 26-33</i>
<b>Size:</b>	<i>≈.85 acres</i>
<b>Known Conditions:</b>	<i>Single Building, poor conditions (see Table 3)</i>
<b>Terms of Sale:</b>	<i>To be negotiated with a Redeveloper's Agreement</i>
<b>Utilities:</b>	<i>Sewer, water, gas, and electricity are at the property line. Assume all utilities will have to be newly installed/replaced. The entire block was formerly heated by steam from a ceased nearby oil-fired plant.</i>
<b>Land Use &amp; Zoning:</b>	<i>Residential B (see Trenton Station Redevelopment Area Plan) suitable for mixed use, market rate or affordable housing</i>





**B: Site Location**

The Transit Village Initiative seeks to reduce traffic congestion and improve air quality by increasing transit ridership. Studies have shown that adding residential housing options within walking distance of a transit facility are beneficial and can prove to be a strong economic development engine for urban areas. Typically, a one-half mile radius, increases transit ridership more than any other type of development.

The Site will be a huge part of the City's Initiative in this regard. The area is bounded generally by Perry Street on the north, Hamilton Avenue on the south, Monmouth Street on the east, and U.S. Route 1 on the west. This district contains a vibrant mix of land uses, though parcels of vacant land exist for near-term redevelopment at a variety of scales.





This area is anchored by Trenton Station, the southern terminus for NJ Transit trains to New York City, the northern terminus for SEPTA trains to Philadelphia, and an intermediate station for Amtrak trains traveling along Northeast Corridor between Boston and Washington, D.C. Directly across Clinton Avenue, the River LINE light rail station provides service to Camden, NJ.

Large-scale public and private sector offices are located in the Transit Village, including the Federal Courthouse, NJ Department of Environmental Protection and a 10-story, midrise office tower. Institutional uses in the area include education administration facilities, an elementary school, churches, and non-profit organizations. The area also contains a mix of housing types, including two mid-rise residential towers.

Mercer Cemetery is located here and is an important landmark that contains the memorials of many prominent Trentonians, historic notables and Civil War casualties, including a Congressional medal honoree.

### **C: Building Details**

The building most recently served as an apartment building containing 26 units. Prior to that, it was a series of row homes. In the early 1990's a developer received a PILOT from the City and Mortgages from the Department of Community Affairs ("**DCA**") and the New Jersey Housing Mortgage and Finance Agency ("**HMFA**") and renovated the Site to convert the row homes into the 26 unit, 3 story apartment building.

The City has not conducted any environmental assessments or investigations on the subject site. Based upon the known history of the site as residential use since the late 19<sup>th</sup> century, the use, storage, or disposal of hazardous wastes at the site would not be expected to have occurred, nor does the site's history trigger environmental assessments or investigations in accordance with regulations of the New Jersey Department of Environmental Protection.



Mayor Magowan's Mansion

The center of the building façade remains from the original structure.

## **B. Preferred Development & Design**

It is the intention of the City to have a developer who understands the concepts of Smart Growth and transit-oriented development and has experience creating state-of-the-art multi-unit residential buildings. The developer is required to adhere to the goals and objectives of the Trenton Station Redevelopment Area Plan and objectives set forth in related documents. Equally as important, is the fact that this Site is in an historic section of the City, and the building itself is considered to have historic value. The potential developer should submit a proposal which preferably involves preserving and restoring the existing façade of the building.



## C. Zoning and Design Guidelines

The Trenton Train Station Redevelopment Area Plan is quite explicit on the regulations and guidelines for the area and indicates Clinton Court to be located within a Residential B(RB) Zoning District with all permitted uses and bulk standards identified within the Plan. Mindful of the foregoing, to ensure that development proposals meet the City's design objectives, developers will be expected to submit concept design proposals that adhere to the standards and guidelines.

## D. Incentives Available

Funding considerations/sources may include: private funds; existing state grant funds; USED A grants; tax credits (historic, economic development); and Community Development Block Grant Funds.

In addition, the New Jersey Economic Development Authority and the New Jersey Redevelopment Authority have the following assistance programs that may be applicable to the redevelopment of the site: Brownfields Impact Fund, Emerge Program, Aspire Program, Community Anchored Development Program, Direct Loans, New Jersey Redevelopment Investment Funds, New Jersey Opportunity Zone benefits and the New Jersey Site Acquisition Fund.



*Trenton Transit Center – Amtrak, NJTransit, SEPTA, RiverLine (Amtrak plus three Phila and NYC regional rail lines)*



## **E. Other Investments Within Proximity**

The City has made great strides in public improvements and attracting other investments within the area. Recent investment in the community includes:

- Jennings Village – 72 affordable housing units
- East State Street Redevelopment (including the Bell Telephone Building) – 600 market-rate units
- NJ Realtors Association Headquarters
- Planned Expansion of the Trenton/Mercer Airport
- New State Office Buildings – Department of Health and Department of Taxation
- Restoration of the Taxation Building – released by State to bring commercial ratables to downtown
- Roebling Block 3 – market-rate residential and commercial units
- Restoration of the Wire Works Building – community art-based center
- Historic Chambersburg Village - continued revitalization of over 200 Small Businesses
- Riverview Plaza / Thunder Stadium – continued development on the Delaware River
- 640 Greenwood Avenue – 24 market-rate units
- Van Sciver Building – 120 market-rate based units
- Historic Eagle Tavern Restoration – Revolutionary-era redevelopment project





*Statue of George Washington atop the Trenton Battle Monument overlooking the city.*

## RFP SUBMISSION REQUIREMENTS

### General Requirement and Deadlines

Submissions must be received by **12:00 Noon on June 16, 2023**. Delivery must be by either courier service or registered U.S. Mail to Trenton City Hall, Department of Housing and Economic Development (HED), Office of Acting Director Willard Stanback, 319 East State Street, Trenton, NJ 08608. Proposals must include ten (10) paper copies and eight (8) electronic copies (USB drive format) and may be provided by hand delivery or overnight by the time and date set forth above.

The City shall not be responsible for the loss, non-delivery, or physical condition of submissions. All submissions will become the property of the City and will not be returned to the Respondent.

Any and all questions must be submitted in writing, via email to Willard Stanback, Acting Director, at [ClintonCourt@trentonnj.org](mailto:ClintonCourt@trentonnj.org). The City shall collect questions via the aforementioned email address and then post the questions and answers on the City's website.



The following dates shall apply to the RFP response process.

Issuance of RFP	April 13, 2023
Tours Dates	May 19, 2023 (with earlier and later dates by appointment subject to availability)
Questions Due	No later than May 26, 2023
Submission Due	June 16, 2023, by 12:00 Noon

## Format of Proposals

The City 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. It is recommended that Respondents utilize headings, section numbers, and/or page numbers to organize their proposals. The City 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 City 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. Project Proposal
7. Project Work Plan
8. Project Financing
9. Government Responsibilities
10. Key Personnel
11. Assumptions



These required sections are further described and defined as follows:

**1. Title Page**

The Proposal must include a title page, which identifies the proposed project, the Respondent's firm, name of the Respondent's primary contact, Respondent's address, telephone number 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 required sections.

**3. Executive Summary**

A summary of the key points and highlights of the proposal 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 developed or have been completed in the past (and the year completed) is strongly encouraged. The 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 Site. Respondents may choose to offer suggestions for alternative or additional objectives. A description of how to measure the achievement of objectives throughout the life of the project shall be included. The Respondent shall answer the following questions as well:

- Why is the respondent interested in developing the Site?
- What is the respondent's experience working on a similar project?
- What is the respondent's previous experience working with public sector partners and types of public-private partnerships? Especially within New Jersey or the Northeastern U.S.

**6. Project Proposal**

Include a detailed description of the Respondent's proposed project, including capital improvements, plans, elevations, renderings, CAD files, illustrative materials, etc., and how the proposed project satisfies the goals and objectives of the City and the Redevelopment Plan, as same may be amended. Respondents should highlight any risks they deem to be significant enough in nature that could delay or stop the proposed project. All proposals shall comply with the zoning and planning



requirements of the Redevelopment Plan. Respondents should submit an estimated number of full-time and part-time employees their proposed 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 City 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.

### **7. Project Work Plan**

Provide a high-level project work plan, describing all proposed activities, and tasks of the successful Respondent. Tasks that the successful Respondent would require of the City to complete the project should also be identified. The work plan should present key activities, milestones, dates, etc. necessary to deliver the proposed project. All assumptions that were made to complete the project work plan should be documented in this section. 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). Respondents should also provide example of work plans and timelines – start to finish - for prior projects completed by the respondents.

### **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 financial capacity of the respondents to successfully complete this process, including for example, liquid assets available to the Respondent for the proposed project, the anticipated percentage breakdown of the sources of unique sources of funds (e.g., finance incentives, loans, cash, grants, etc.) and any other information reasonably requested by the City. 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 clearly identify whether financial incentives are necessary to make the Respondent's proposal feasible.

The Respondent must state their detailed financial offer for the purchase of the Site. The acquisition of the Site at the stated amount will be included as a material obligation of the successful Respondent in any Redevelopment Agreement. Financial offers must include: the total proposed acquisition price, proposed deposit amount, and any conditions or contingencies to the acquisition. Failure to include an offer to purchase the Site will result in rejection of the Respondent's proposal.

The City makes no representation as to the state of remediation of the Redevelopment Area or delivery of environmentally remediated property.

### **9. Government Responsibilities**

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

### **10. Key Personnel**

Identify 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. The team reporting structure should be depicted in an organization chart.

### **11. Assumptions**

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

### **12. Deposit**

The Respondents that are successful in being considered as possible entities with which the City will commence negotiations should be prepared to provide a refundable deposit of five percent (5%) of such respondents' offer prices – to be held in an interest-bearing account, during the negotiations. This deposit shall be refunded if the Respondent is not selected. If Respondent is selected the deposit shall be credited toward the Predevelopment Funding Escrow Deposit pursuant to the terms of the Predevelopment Funding Agreement.

## **Evaluation Process**

The City will evaluate Respondent proposals based on their completeness, feasibility, responsiveness to the RFP requirements and redevelopment goals described herein, the strength of the development approach, innovation of the proposal, and Respondent's comparable past experience and capacity to successfully complete the proposed project.

The City will evaluate proposals based on consideration of key criteria, which includes but is not limited to:

- Conformance to RFP format requirements
- Appropriateness of proposed project to RFP requirements and the Redevelopment Plan
- Timeframe for completion of the proposed project
- Development team qualifications, comparable prior experience, and capacity
- Vision and quality of development approach
- Public benefits from the proposed project
- Commitment to diversity regarding utilization of minority and women-owned business enterprises, and to local contractors/workers
- Aesthetic aspects and functionality (including "green" components) of the proposed project
- Financial feasibility and capacity
- Financial compensation to the City, including the proposed purchase price for the Site
- Anticipated amount and types of jobs created that may be available for Trenton residents
- Accommodations for parking
- Implementation strategy

The City shall not be obligated to explain the results of the evaluation process to any Respondent. The City may elect to ask some or all Respondents to give presentations on their proposals. The City reserves the right to:

- Select a shortlist of Respondents;
- Enter into exclusive negotiations with selected Respondent(s) with the intent of entering into a redevelopment agreement with a single Respondent;



- Request additional information from any Respondent;
- Take no action; or
- Reject all submissions.

The framework for evaluating, in generalized categories, is as follows:

Criteria
Proposed Project / Use(s); Appropriateness relative to RFP parameters and Trenton250 Plan
Financial and performance capacity / historic rehabilitation experience
Estimated permanent quality FTE local jobs and local engagement; previously demonstrated practice of hiring a local diversity workforce
Timeline and implementation strategy
Purchase Price
Public Benefits / Notable intangibles

The City expects that the awarded respondent will own and operate the Site for a period of time of no less than five (5) years from completion.

The respondent's offer price and the terms and conditions in the response must remain fixed for at least one hundred twenty (120) days after the close of the submission period.

The minimum bid for the Site shall be the appraised value.

## Redevelopment Agreement

The successful Respondent (the "**Redeveloper**") will be required to enter into a Redevelopment Agreement with the City. Upon conditional designation as the Redeveloper, the successful Respondent shall enter into a Predevelopment Funding Agreement with the City to defray the City's expenses pending execution of the Redevelopment Agreement. The Redeveloper and its agents and/or contractors may be required to enter into other agreements if required by ordinance and as may be deemed necessary or desirable by the City to implement the project, including but not limited to a purchase and sale agreement.



Neither the City's acceptance of a proposal nor the City's conditional designation of successful Respondent as a Redeveloper will create any rights or obligations regarding such Respondent until the full execution of the Redevelopment Agreement. The City will have the option to terminate negotiation of a Redevelopment Agreement at any time without cause, including on the basis that the City is not satisfied with the progress of negotiations. The successful Respondent shall have no cause of action or right to damages arising from the termination of negotiations with the Respondent prior to the City's execution of a Redevelopment Agreement with the Respondent.

The Redevelopment Agreement is expected to follow the City's form agreement, including but not limited to the following terms, among others, subject to negotiation in consultation with counsel:

- a. The Redeveloper shall adhere to the commencement date and completion date for the project, which the parties will establish in the Redevelopment Agreement.
- b. The Redeveloper will be responsible for any costs incurred by the City in negotiating or administering the Redevelopment Agreement, as well as any other costs associated with the project, including, but not limited to, legal fees, engineering fees, architectural fees, fees of professional consultants, etc. This requirement will be included in both a Predevelopment Funding Agreement prior to approval and execution of the Redevelopment Agreement and the Redevelopment Agreement itself.
- c. As conditions precedent to transfer of the Site, the Redevelopment Agreement will require that the Redeveloper has submitted to the City, and the City shall have approved, the following: a) engineering surveys; b) final development plans, including Redeveloper specifications and bids (if applicable); and c) the Redeveloper's commitments for debt and equity capital in an amount sufficient to finance the acquisition of the Site and redevelopment of the Site in accordance with the approved plans.
- d. The Redeveloper, upon transfer of the Site, will pay all taxes and municipal charges (e.g., water and sewer) as and where applicable.
- e. The Redeveloper, upon transfer of the Site, will be responsible for securing the Site and maintaining reasonable and necessary security within the Site and the immediate surrounding area.
- f. The Redeveloper will be responsible for obtaining any and all necessary approvals, permits, and licenses for the construction and lawful operation of the project. This also includes any government approvals of the City of Trenton and the State of New Jersey.
- g. The Redeveloper will affirm that it has sufficient financial resources to undertake the project.
- h. During the construction of the project, the Redeveloper will be required to carry at least \$5,000,000.00 in general liability insurance coverage and \$2,000,000.00 in property damage liability insurance coverage, and replacement value in fire and casualty



coverage, or such other insurances at such levels and from providers of such financial strength as are customary for similar projects in the surrounding area. The City shall be named as Additional Insureds on such policies.

- i. The Redeveloper must comply with all City, State, and Federal laws relating to access for persons with disabilities.
- j. The Redeveloper shall be responsible for obtaining all required land use approvals, including preliminary and final site plan approvals.
- k. Inspectors from the City may visit the Site unannounced on business days between the hours of 8:00 a.m. and 5:00 p.m. to inspect operations and determine whether Redeveloper is in compliance with the terms of the Redevelopment Agreement.
- l. The Redeveloper shall acknowledge and represent to the City that, except as may be expressly provided in the Redevelopment Agreement to the contrary, the Redeveloper has not and will not rely upon any representations or warranties of the City, its agents, servants or employees, either written or oral, express or implied, as to the Site's value, use, conditions, quality, environmental condition, fitness for any particular use or any other representation whatsoever, it is agreed and understood that the Redeveloper would acquire the Site in its "**AS IS**" and "**WHERE IS**" condition, with all faults, including but not limited to any environmental concerns which may or may not be present within the Redevelopment Area. The City does not make any representations or warranties regarding the legal ability of the Site to be used for any particular use.
- m. The Redeveloper or its designee may be required to execute a project labor agreement (the "**PLA**"), i.e., if required by any applicable Trenton Ordinance, or any other applicable local, State, or Federal law, rule, or regulation. If applicable, a copy of the fully executed PLA shall be provided to the City within fourteen (14) days of the Redeveloper's receipt of a fully and unconditionally execution of the PLA by all applicable parties. The Redeveloper shall accept and be bound by any applicable PLA and ensure that it has no commitments or agreements that would preclude its full compliance with the PLA.
- n. Redeveloper shall be subject to certain transfer restrictions and shall agree to execute and record a Declaration of Covenants and Restrictions upon execution of the Redevelopment Agreement and acquisition of the Site.

The City reserves the right to add, omit and/or amend the above terms prior to entry into the Redevelopment Agreement with the Redeveloper. Respondents, however, should assume that all of the above terms will be requirements of the Redevelopment Agreement for purposes of responding to this RFP. The City notes, however, that if there is a conflict between the terms and conditions summarized above and the terms and conditions of the initial draft of the City's full Redevelopment Agreement, then the terms and conditions of the initial draft and thereafter of the fully executed Redevelopment Agreement shall govern.





## Disclaimers

- A. Respondents are responsible for ensuring that responses to this RFP are compliant with all applicable Federal, State, and local laws, regulations, and ordinances. Further, Respondents are required to submit the following documents:
  - a. Affidavit of Non-Collusion
  - b. Stockholder/Ownership Disclosure Certification
  - c. Affirmative Action Compliance Certification
  - d. Disclosure of Investment Activities Iran, Russia, and Belarus
- B. Qualifications Certification that Respondent is not on the State of New Jersey list of Debarred, Suspended or Disqualified Bidders. Respondents acknowledge that the preparation and submission of responses are at their own risk and expense, and in no event may they seek reimbursement or contribution from the City.
- C. In an effort to foster the timely redevelopment of the Site, each Respondent acknowledges that by submitting a response to this RFP, such Respondent waives its right to file or maintain, through itself or any other party with which it is affiliated, any action or proceeding challenging determinations made by the City pursuant to this RFP.
- D. The successful Respondent must have sufficient monetary resources to provide for all predevelopment costs associated with the proposed project. The City will discuss, but not be obligated to, any additional 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.
- E. Designation of a successful Respondent as redeveloper for the proposed project will not create any rights whatsoever in the successful Respondent until the execution by the City of a redevelopment agreement.
- F. The City in its sole discretion will have the option to terminate negotiations at any time if not satisfied, for any reason whatsoever or no reason at all, with the progress of negotiations.
- G. The City reserves the right to reject all submissions.
- H. 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.
- I. The City reserves the right to negotiate with more than one respondent at a time or in succession.