

TOWNSHIP OF VOORHEES
CAMDEN COUNTY, NEW JERSEY



NOTICE TO DEVELOPERS
REQUEST FOR PROPOSAL (RFP)

DEVELOPER FOR THE
VOORHEES TOWN CENTER
REDEVELOPMENT AREA
PHASE 2
VOORHEES, NEW JERSEY

BLOCK 150.01 Lots 1-7

NOTICE IS HEREBY GIVEN that sealed proposals will be received by the Township of Voorhees, 2400 Voorhees Township, Camden County, State of New Jersey at **2:00 p.m. on July 18, 2017** from qualified developers for the Voorhees Town Center Redevelopment Area in accordance with the specifications herein or Township approved equivalent. Proposals shall be addressed to:

Mario DiNatale
Director of Community & Economic Development
Voorhees Township,
2400 Voorhees Town Center,
Voorhees, NJ 08043
mdinatale@voorheesnj.com

Proposals shall be clearly marked “**Proposal: Voorhees Town Center Redevelopment Area – Phase 2**” and bear the name of the responding entity. Respondents shall be required to submit:

- One (1) Original
- Seven (7) Hardcopies and
- One (1) Electronic copy submitted via CD or thumb drive of their proposal.

RFP specifications and information may be obtained at the Township municipal offices during regular business hours (8:30 a.m.- 4:30 p.m.) *Questions will not be answered by telephone.*

Any questions regarding this Request for Proposal must be **made in writing** to Mario DiNatale.

On **May 30, 2017 at 10:00 a.m.**, the Township and the CCIA shall hold a non-**mandatory pre-proposal conference** at the **Camden County Improvement Authority offices** located at the address below, followed by a walk-through of the subject property:

Camden County Improvement Authority,
2220 Voorhees Town Center,
Voorhees, NJ 08043

SECTION 1: INTRODUCTION AND GERNERAL INFORMATION

1.1 INTRODUCTION AND PURPOSE

The Township and with support from the Camden County Improvement Authority (“CCIA”) are seeking developer qualified proposals for the redevelopment of all portions of the individually owned property commonly known as:

Voorhees Town Center
BLOCK 150.01 LOTS 1-7

(All Lots are Privately Held)

As shown on Township tax records. The Township will consider viable proposals to redevelop the existing property consistent with the goals and vision of the adopted redevelopment plan for the site (see attached) which contemplates the development of a mixed-use project that will optimize both the local and regional strengths and compliment the area transportation features. Alternative proposals with varying real estate development options may also be considered, respective of the permitted uses of the area.

Affordable housing units shall adhere to the applicable Council on Affordable Housing (“COAH”) regulations pursuant to N.J.A.C. 5.93 et seq., Uniform Housing Affordability Controls (“UHAC”) per N.J.A.C. 5:80-26.1 et seq., and all applicable state and federal accessibility regulations.

The successful developer shall have experience in adaptive development, industrial, commercial, mixed use development, recreational, market-rate housing, affordable housing and residential multi-family housing development and will be responsible for all aspects of the proposed development including utilities, water, sewerage, and other necessary infrastructure.

After award, the developer shall be required to maintain ownership of the site for a minimum of one year from the issuance of the final certification of occupancy, during which time the property may not be transferred or sold.

1.2 REDEVELOPMENT VISION:

As it is outlined in the Voorhees Town Center Redevelopment Plan adopted by the Township.

VISION PLAN- GUIDING PRINCIPLES:

- A.** To create a Town Center Redevelopment Overlay Zone to provide use and design standards for a mixed use development consisting of residential, commercial, office, recreational, civic and related development plans and encourage innovative design and planning in order to promote a revitalization of the area while at the same time, provide the necessary safeguards and buffer to lessen the impact on the surrounding residential developments.
- B.** Within the mixed use environment, emphasis will be on improved pedestrian circulation, attractive civic bases, squares, greens and a special sense of community and identity.
- C.** To reduce dependence on the automobile by providing living, shopping, employment and recreational opportunities within walking distance, generally located in a compact, mixed-use town center.

- D. To encourage the creation of a principal or main street with sidewalks and public spaces for a variety of commercial, civic, outdoor and pedestrian uses and activities
- E. Prevent further stagnation of the Voorhees Town Center (Formerly the “Echelon Mall”) and its surroundings.
- F. Facilitate better utilization of the Voorhees Town Center by taking advantage of existing infrastructure such as public water and sanitary sewer facilities.
- G. Improve the health and welfare and economic well being of the residents of Voorhees and the surrounding region by providing additional tax revenues and other benefits which will lead to improved municipal services and tax stability.
- H. Increase employment opportunities in Voorhees and the surrounding communities.

Recommended actions necessary to achieve the Goals and Objectives. Develop an ongoing institutional framework to maintain and promote the Voorhees Town Center Redevelopment project, including public private partnership, community partnership to continue the dialogue and realize the vision.

1.3 PROPOSAL TIMELINE

Instructions for the mandatory pre-proposal conference, site tour and final proposal submissions are specified in the Notice to Developers. A complete calendar of dates associated with this RFP is provided below:

DATE/TIME	EVENT
5/30/17 at 10:00 a.m.	PRE-PROPOSAL CONFERENCE & SITE WALK-THROUGH
6/9/17	DEADLINE FOR RESPONDENT QUESTIONS
7/18/17 at 2:00 p.m	REQUEST FOR PROPOSAL DUE
Week of 7/24/17	INTERVIEWS & RESPONDENT PRESENTATIONS*
Week of 8/7/17	TOWNSHIP PROPOSAL SELECTION

Contract award by Township through Resolution

*Interviews and respondent presentation to be scheduled at the sole discretion of the Township

1.4 BACKGROUND

On November 22, 2004, Voorhees Township, by Ordinance No. 55-04 designated **BLOCK 150.01 LOTS 1 - 7**, an “area in need of redevelopment” pursuant to the provisions of the Local Redevelopment and Housing Law, N.J.S.A. 40A:12A-1 et seq. (LRHL). This Resolution prepared a Redevelopment Plan for the subject site commonly known as Voorhees Town Center.

1.5 SITE DESCRIPTION

The Redevelopment Area represents 46 acres in the southern corner of Voorhees Township. This section of the Township borders Somerdale Borough, Cherry Hill Township and Gibbsboro Borough. Since 2009, the Township has seen the creation of the Voorhees Town Center project. This redevelopment project began with the following first phase:

- The reduction of the “mall” portion of the site to accommodate newer projects.
- The construction of three freestanding mixed-used buildings with approximately 25,000 sq. ft. of retail and dining space. Key tenants include Iron Hill Brewery, Friendly’s and Catelli Duo.
- In addition to the retail spaces, the redevelopment project created 425 upscale apartment units.

The Township would like to see the continuation of this Town Center concept project. The existing site still contains the following assets:

- 125,000 square foot enclosed mall with key tenants
- 200,000 square foot recently vacant Macy’s Department store
- Out parcels that front Burnt Mill and Somerdale Road
- An adjacent County Library Branch

The accompanying aerial image provides a general view of the subject site (see Exhibit A).

1.6 PROJECT SCOPE

The successful Developer shall submit a proposal of a Redevelopment Program for the subject site consistent with the goals, objectives and regulations set forth in the attached “Redevelopment Plan” for the property.

Upon execution of a Redevelopment Agreement between the Township and designated Developer, the Redevelopment Team will work with the property owners to secure the needed parcels for the project, as the Township does not own any of the parcels in the redevelopment area. Although the Township is willing to accept smaller projects, the

expected goal of this RFP is to select a Master Development entity that will coordinate the redevelopment of the majority of the site.

As provided in the Redevelopment Plan, proposals shall include mixed use, retail, office, hotel institutional, commercial, industrial and residential elements.

The CCIA will be available to assist with Township, County and State approvals that may be required. The CCIA will assist the Developer through an “expedited review process” presently in place. The Developer shall be responsible for obtaining all permits and approvals necessary for the completion of the Redevelopment and is responsible for compliance with the Township, County and Federal codes and regulations.

SECTION 2: SCOPE OF SERVICES / ROLES & RESPONSIBILITIES

2.1 DEVELOPER RESPONSIBILITIES – Contract Deliverables

Proposals will be received by the Township and review jointly with the Camden County Improvement Authority for a Developer to create a strategic design and development plan for the creation of a project containing commercial combined with market rate housing, offices, affordable housing and/or a mixed uses of choices to be incorporated into the redevelopment plan.

By way of example, and not limitation, the selected Redeveloper will be responsible for the following activities consistent with the **Voorhees Town Center Redevelopment Plan** and:

- a) Negotiation and execution of a redevelopment agreement with the township which includes, at minimum, the statutory requirements set forth at N.J.S.A. 40A:12A-9;
- b) Conducting environmental due diligence and performing any necessary environmental cleanup. The selected Developer is not precluded from reaching any agreement with any responsible party for environmental liability or cleanup, subject to the approval of the New Jersey Department of Environmental Protection.
- c) Preparation of site conceptual plan and building design;
- d) Applying for and securing all necessary permits and approvals for the project.
- e) Providing for all capital improvements and infrastructure improvements necessitated by the proposed project;
- f) Coordination and completion of all construction activities with all end-users.

- g) Marketing, Sales and/or lease negotiations with all end-users.
- h) Ongoing property management, if applicable.

2.2 TOWNSHIP OF VOORHEES RESPONSIBILITY

The Township will be responsible for:

- a) Arranging, scheduling, and providing facility space for meetings
- b) Providing the Developer with comprehensive geographic information for the project area as required, either in hard copy maps at scale, or, as GIS digital data, based on aerial photography and tax data.
- c) Providing the Developer with copies of relevant Township plans, ordinances, design guidelines and special plans related to the Redevelopment Site and surrounding sites that relate to or impact the Redevelopment.
- d) Providing the necessary project oversight and management.
- e) The CCIA can assist with property acquisition if needed using all powers of the Authority as needed.
- f) Negotiate a “PILOT” program with the selected Developer.

2.3 CAMDEN COUNTY IMPROVEMENT AUTHORITY RESPONSIBILITY

The CCIA will be responsible for:

- a) Working with the Township to select redevelopment entities for the project area. The selection will be based on criteria established by the Authority and Township.
- b) Assisting the Township with PILOT discussions, redevelopment agreements, and other key documents that allow the redevelopment project to progress
- c) If requested, purchasing the property (with Township support) for redevelopment effort.
- d) Work with the Township and redeveloper to gauge the economic impact on the Township of the proposed plan(s)

The Township and the Camden County Improvement Authority (CCIA), will work closely with the selected Developer’s consultant(s) to answer questions, make decisions, provide guidance and assist with coordination where needed. The Township’s responsibilities do not include doing research and design tasks for the Developer

The Township makes no warranties as to the environmental condition of the redevelopment site. Further, the township makes no warranties as to the location, capacity and condition of utility services at the Redevelopment Site. Any replacements, repairs, modifications, or upgrades, to existing utility services or installation of new equipment or facilities (both on and off the Redevelopment Site) will be sole responsibility of the selected Developer and all end-users.

SECTION 3: PROPOSAL REQUIREMENTS

Individuals and entities desiring to respond to this RFP (“Respondent”) shall submit a proposal in accordance with the requirements set forth herein. The proposal should be divided into the individual sections listed below. Respondents are urged to include only information that is relevant to this specific project so as to provide a straight forward, concise submission consistent with the requirements of this RFP. Proposals containing irrelevant material or an abundance of excessively vague language may be penalized in the screening process.

Anyone desiring to respond to this RFP shall submit their proposal in sufficient detail to allow for a thorough evaluation and comparative analysis.

All requirements and questions should be addressed and all requested data should be supplied. The Township reserves the right to request additional information which, in its opinion, is necessary to ensure that the Respondent’s competence, number of qualified employees, business organization and financial resources are adequate to perform the contract deliverables identified in **Section 2** above.

The issuance of this RFP does not, under any circumstances, commit the Township to pay costs incurred by any Respondent in the preparation and submission of their proposal. The Respondents are responsible for all costs associated with their response to this RFP.

There shall be no claims whatsoever against the Township, its staff, or its consultants for reimbursement or payment of costs or expenses incurred in the preparation of the proposal or other information required by the RFP.

To be responsive, all proposals and required documents must provide all requested information and be in strict conformance with the instructions set forth in this RFP. All proposals submitted shall comply with the following requirements:

3.1 Cover Letter:

Each proposal shall contain a cover letter. The cover letter must designate the officer, employee, or agent who will be the Respondent’s contact for all communications regarding this RFP. Cover Letter shall also include:

- The names, titles, addresses and telephone number of the individuals who are authorized to make representation on behalf of the Proposer.

- Statement that the person signing the letter of transmittal is authorized to legally binding the Proposer and that Proposer will comply with the requirement, terms and conditions as outlined in this RFP.

3.2 Executive Summary:

Each proposal shall contain an executive summary of the proposal. The executive summary must include all of the following:

- a) Respondent's understanding of the project.
- b) Identification of the proposal's solution highlights, key benefits and cost considerations to the Township.
- c) A statement of what respondent believes to be the CCIA's primary objectives for redevelopment of the project site.
- d) Articulation of a clear and cohesive vision for the project site, and a description of how respondent's proposal meets those objectives, as well as how it complements the existing boulevard area development.
- e) Identification of any special benefits to Voorhees Township and/or the community that will be provided as part of respondent's proposal.

3.3 Development Entity:

The respondent shall submit information detailing the proposed development team including the individuals and/or firms involved. Preference is for teams with related development experience as noted above. The following information is required:

- A description of the type of legal entity (i.e. corporation, joint-venture, LLC, etc.) that would serve as the designated developer of the proposed project and would be party to the redevelopment agreement with the CCIA. If the entity is a subsidiary of, or otherwise affiliated with, another organization, the respondent shall indicate such a relationship.
- A description of all participants in the respondent's redevelopment team, including those members responsible for architecture, landscape and site design, land use planning, civil and environmental engineering, permitting, legal and financial analysis, and community relations, as well as investors and proposed lending institutions. This information should include, but not limited to, company profiles of firms on the proposed team and individual resumes of key personnel who would be assigned to the project. Brochures detailing the individual team members' qualifications may be included as a separate appendix.
- Submit an organizational chart showing all team members, the tasks to be performed of each team member, and the proposed interrelationships of the team with the CCIA during the design, development and operation of the project. Similarly, the respondent should elaborate on measures to ensure quality control including leadership and tasks to be performed during each project phase.

- For each company/individual involved in the proposed project, identify the company or individual involved, including the name, address, telephone and fax numbers, e-mail addresses and primary contact person for each listing. The list of companies/individuals shall include the following:
 - A. Developer
 - B. Architect(s)
 - C. Land Use Planner
 - D. Civil Engineer – Environmental Engineer
 - E. Traffic Engineer
 - F. Attorney – Land Use
 - G. Lender – Financial Institution
 - H. Other

In addition, the proposal should identify any potential conflicts that the individual team members or firms may have because of current or prior relations with the CCIA, CCIA Boards and individuals, or its consultants. The CCIA reserves the right, in its sole discretion, to request additional information on potential conflicts of interest and to limit or prohibit the participation of any team members or firm due to any such conflict of interest.

3.4 Project Experience:

The respondent shall provide at least two (2) examples within the last ten (10) years detailing the development team's experience in projects of similar scope and complexity where the development team and/or consultants participated in a substantial role. The proposal should demonstrate that all the team members have experience in the redevelopment of similar size and scope projects in comparable community setting.

3.5 References:

The respondent shall provide at least five (5) professional references for individuals with whom the respondent has participated in development activities related in scope to this redevelopment project and whom the Township may communicate with concerning the respondent's relevant experience.

3.6 Understanding of the Redevelopment Process:

The proposal should clearly demonstrate the respondent's understanding of the scope and tasks required for the design, financing, and construction of the proposed redevelopment project and the challenges to successful completion of such a project in accordance with the project

schedule. In particular, respondents should be mindful of the covenant required by N.J.S.A 40A:12A-9.

3.7 The Proposed Project:

Each proposal shall include a detailed description of respondent's proposed project. The Project description must include the following:

- a) **Proposed Land Uses:** In consistent with the **Voorhees Town Center Redevelopment Plan**, identification of the proposed land uses, including number of market rate units, amount of office space, and amount of square footage for commercial space, amount of affordable housing units, amount of public open space, amount of community space and access to public transportation.
- b) **Design:** A description of design for the proposed project, which must reflect an implementable plan based on budget considerations and the revenue generation potential of the design. It is requested that respondents provide any necessary plans, picture, drawings, schematics, models and/or videos or any other demonstrable tool to demonstrate the novel approach to development proposed therein. At minimum, respondents shall submit:
 - A conceptual site layout for the project site, setting forth location and height of proposed buildings, internal pedestrian and vehicular circulation, onsite parking, connectivity to adjacent parcels and street system, any internal recreation areas (whether private or open to public) such as plazas, courtyards, play/open space areas and any additional site features or amenities proposed. Structures should be designed so as to be sensitive to the pedestrian environment. Building size and scale should be designed to enhance walkability.

3.8 Financial Capacity:

Describe with sufficient detail the key financial components of the respondent's proposal, including price point projections, revenue projections, and the respondent's financial strategy. At a minimum, the respondent's financial plan, which is encouraged to include a draft development Pro forma, should include the following to demonstrate the expected financial viability of the project as proposed:

- A. Respondents should describe their plans for funding all required improvements, including identifying sources of funds. Such description should include the proportion of equity to debt financing, and identify any special restrictions or conditions associated with the financial plan. Respondents should also include a current financial statement; evidence of financial statements should be for the past three (3) years. The statements must be audited.

- Provide certified audited financial statements for the past three years for all business entities to be involved in the project. Said certified financial statements shall show the assets and liabilities, including contingent liabilities, fully itemized in accordance with accepted standard accounting practices and based on prior audit., If the date of the certified audited financial statements precedes the date of this submission by more than six (6) months, attach an interim balance sheet not more than sixty (60) days old. Also provide the name and address of the auditor and/or certified accountant who prepared the certified audited financial statements and the audit upon which said certified financial statements are based.
- B. Identify any local, state or federal financial assistance that will be required, or is being considered to fund the redevelopment. Although it is recognized that public funding may be sought to bring this project to completion, proposals not relying on public subsidies will be received more favorably. To the extent the respondent intends to utilize grant or other public funds, describe the source of such funds and the status of any commitments from the granting agency, and the respondent’s experience in obtaining such funds.
- C. Respondents are expected to conduct their own market research/study to identify potential demand along with any other research necessary to justify any assumptions and projections.
- D. Provide evidence of sufficient insurance coverage, including Workers Compensation, General Liability, and Excess Liability.
- E. Provide a list of banking references, along with the name of a contact person, mailing address and phone number. Include financial institutions that have provided funding/financing for previous projects, Indicate the particular project that the financial institution was involved with, and the level of financing provided.
- F. Provide information relative to the proposed development entities experience in using alternative funding mechanisms, such as government programs, if relevant to the development entities approach to the redevelopment of **Voorhees Town Center Redevelopment Area**.

3.9 Litigation History:

Submit a list outlining all lawsuits filed against the proposer for the past ten (10) years. This list shall include, but not limited to, any counterclaims or third party complaint.

3.10 Penalty History:

Submit a list of all penalties and fines assessed against the proposer for the past (10) years including any penalties and fines assessed by any and all federal agencies, any and all state agencies and any and all regulatory agencies.

3.11 Proposed Solution and Approach:

Each vendor must address the following detailed information:

- Identify similar projects relevant to the proposed project.
- Include any information that might demonstrate experience in, and/or a knowledge of the local area and marketplace. You may include completed projects and projects currently underway. For each project, please include: Project name and Location, Type of Project (Commercial, Residential, Mixed-Use, etc.), Size and Dollar Value of Project. All services performed, Duration of Project, Reference Contact for Project.
- Provide information on how the project will be marketed, who will be assigned, where they will be stationed, and their experience in marketing urban redevelopment projects.
- List percentage of ownership of project and the role played (i.e. Developer, Builder, Investor)
- Describe your marketing strategy

3.12 Organization and Team:

Each proposer shall identify the personnel and positions which shall perform services pursuant to this contract. Proposers must include a detailed summary of each employee's background relative to similar contract. Each proposer shall also designate a Project Executive who shall directly work with the Township on any and all issues that may arise with the services. The Township expects that the Project Executive shall be available by telephone on all occasions for discussion with the Township's staff and shall be available for meeting either by locally or by teleconference.

- **Development Entity:**
Each Proposer shall submit the names and qualifications for all key personnel to be assigned to this RFP.
- Each Proposer shall identify, if applicable, any and all subcontractors and each subcontractor's personnel, their roles and what tasks are to be assigned.

3.13 Business Entity:

Provide information as to the structure of the business entity (individual, partnership, corporation, joint venture, etc.); including evidence of any business or operating licenses or certificates, if any necessary for each business entity to conduct business in the various parties involved. If a

partnership, identify all partners. If a corporation, identify all parties having a 10% interest or more in the corporation. Please complete Developer's Statement of Ownership/Stockholders disclosure Certification attached hereto. (Appendix C)

3.14 Affordable Housing Requirement: Understanding of Township Requirements

Respondents shall be required to provide a statement regarding compliance with the Council on Affordable Housing's (COAH) regulations and Uniform Housing Affordability Controls (UHAC), if applicable, concerning the low/moderate income split, very low income requirements (30% of regional median income), affirmative marketing, controls on affordability, etc.

3.15 Other Information:

If the Respondent believes additional information is necessary, the proposal may contain a discussion any other factors not mentioned above which Respondent believes are relevant to the Township's selection of redeveloper. This section of the RFP response shall include additional suggestions that are not specifically requested in this RFP, but are considered necessary to ensure the highest degree of information is provided to enable the township to accurately and properly evaluate Respondent's proposal. If the proposal assumes that the Township will take certain actions or provide certain facilities, data or information, state these assumptions explicitly.

3.16 Format of Proposal:

To the extent possible, proposals should be prepared on 8.5" x 11" paper and bound or stapled. Minimum font size should be the equivalent of 12pt Times New Roman. Each proposal should have a title page and a table of contents. The title page should include the title of the RFP, the name and address of the Respondent, and the date/time the proposal is due. Foldouts for charts, tables, or spreadsheets will be acceptable. Seven (7) hard copies of the proposal are required. In addition to the paper copies, please provide one (1) digital copy of the entire proposal in .pdf format.

3.17 Readability of Proposal:

Respondents are advised that the CCIA's ability to conduct a thorough evaluation of proposals is dependent on the Respondent's ability and willingness to submit proposals that are well ordered, detailed comprehensive and readable. Clarity of language and adequate, accessible documentation is essential, and is the Respondent's responsibility.

3.18 Addenda or Amendments to this RFP:

During the period provided for the preparation of proposals, addenda or amendments to this RFP may be issued. These addenda/amendments will be numbered consecutively and will be distributed to each of the individuals and entities who received a copy of this RFP. Any addenda/amendments, if issued, will be issued by, or on behalf of, the CCIA and will constitute a part of this RFP. Each Respondent is required to acknowledge receipt of all addenda/amendments at the time of submission of the proposal being submitted by of execution of an Acknowledgement of Addenda, attached hereto as (Appendix) All responses to this RFP shall be prepared with full consideration of any and all addenda/amendments issued prior to the proposal submission date.

3.19 Questions & Letter of Interest:

Only the CCIA is empowered to speak for the CCIA with respect to this Redevelopment Plan. Potential respondents seeking to obtain information, clarification, or interpretation from other individuals are advised that such material is used at the respondent's own risk and the CCIA will not be bound by any such representations. Any attempt to bypass this procedure may be deemed grounds for the rejection of the respondent's proposal.

All questions raised, along with subsequent official CCIA responses, will be provided to all recipients of this RFP.

3.20 Townships Use of Proposals:

Upon submission, all proposals become the property of the Township and will not be returned. All proposals will be made available to the public at the appropriate time, as determined by the Township (in the exercise of its sole discretion) in accordance with the law. As such, the information contained in the proposal will be subject to public disclosure. In no event will the Township or CCIA assume liability for any loss, damage or injury that may result from any disclosure or use of the proposals.

SECTION 4: EVALUATION OF RESPONSES

4.1 Evaluation Criteria:

Selection of the Developer shall be based on several factors, including the respondent's ability to provide superior development that contributes to the overall development of the Boulevard Area, and the ability to maximize the financial benefit to the given consideration of both short-term and long-term benefits.

The evaluation criteria are intended to be used to make a recommendation to the Township who will award the contract, but who is not bound to use these criteria or to award to a respondent on

the basis of the recommendation. Furthermore, the Township reserves the right to vary from this procedure as it determines to be in the Township's best interest.

4.2 Evaluation Method:

- **Compliance Check:** All proposals will be reviewed to verify that minimum requirements have been met. Proposals that have not followed the requirements in this RFP or do not meet minimum content and quality standards may be eliminated from further consideration.
- **Analysis:** The proposal review team will consist of representatives of the Township and CCIA. Members of an evaluation team will independently analyze each proposal. The evaluation team will analyze how the respondent's qualifications, experience, professional content, and proposed methodology meet the CCIA's needs.

At the discretion of the CCIA, the evaluation team may decide to conduct interviews of a short list of respondents.

4.3 Right to Reject:

This RFP is not a legally binding document, but merely an invitation to submit proposals on the terms and conditions described in this RFP. The Township reserves the right, in its sole judgement, to reject for any reason, any and all responses and components thereof and to eliminate any and all Developers responding to this RFP from further consideration for this RFP. The Township reserves the right, in its sole judgment, to reject any Developer whose submission is deemed to be non-responsive. In the event that the Township rejects any or all proposals, no costs will be reimbursed for the preparation of the proposals.

4.4 Reservation of Rights:

The Township reserves, holds, and may exercise, at its sole discretion, the following rights:

- a) To verify the accuracy of all information submitted in any proposal;
- b) To reject, for any reason, any and all proposals and components thereof, and to eliminate any and all respondents responding to this RFP from further consideration;
- c) To eliminate any respondent who submits an incomplete, inadequate or non-responsive proposal;
- d) To waive any technical non-conformance of a proposal;
- e) To accept the proposal that, in the judgment of the Township, best serves the interest of Township;
- f) To make any and all decisions regarding the selection of the Developer; and

- g) To take any action that the CCIA determines, in its sole discretion, to be in the best interest of the CCIA.

The Township shall be under no obligation to complete all or any part of the process described in this RFP. The provisions of this RFP are made for the benefit of the CCIA and no right shall be deemed to accrue to any person submitting a statement of qualifications or proposal by reason of the submission of any statement of qualification or proposal, or by the waiver or non-enforcement of any provisions or requirements of this RFP or by reason of any term or terms hereof.

4.5 Selection of a Developer:

If the Township selects a proposal, the successful respondent will be required to enter a redevelopment agreement with the Township (or CCIA if requested by the Township). Selection of a respondent's proposal will not create or confer any legal rights on the respondent whatsoever, other than the opportunity to negotiate terms of the redevelopment agreement with the Township or CCIA. The successful respondent will have no legal rights to the project site or the project until a redevelopment agreement is executed. To be valid and enforceable, any redevelopment agreement executed must be properly authorized by the Township

SECTION 5: SUBMITTAL DEADLINE AND LOCATION

In order to be considered, seven (7) hard copies of the proposal and one (1) digital .pdf copy of the proposal must be received by the CCIA on or before **July 18, 2017 at 2:00 p.m.** All proposals must be delivered in a sealed envelope marked: **Request for Proposal for the Voorhees Town Center Redevelopment Project.**

Proposals received after the deadline may not be considered. Postmarked proposals dated on the reception date received after the reception date may be deemed late and rejected. Respondents are solely responsible for ensuring that proposals are delivered on time.

Delays caused by any delivery service, including the U.S Postal Service, will not be grounds for an extension of the proposal due date and time. The CCIA shall not be responsible for the loss, non-delivery, or physical condition of proposals sent by mail or courier service. E-mailed or faxed submissions will not be accepted.

Proposals may be mailed or delivered to the Township:

Mario DiNatale
Director of Community & Economic Development
Voorhees Township,
2400 Voorhees Town Center,
Voorhees, NJ 08043
mdinatale@voorheesnj.com

SECTION 6: ADDITIONAL INFORMATION

While every effort has been made to ensure the accuracy of the information contained in this RFP this document is, and shall not be construed to be or constitute, a representation, warranty or guaranty regarding the content, completeness, or accuracy of such information, of the qualifications or expertise of the individual(s) or firms(s) providing or preparing such information. Each respondent shall rely solely on its own inspection, investigation, confirmation and analysis of (a) the redevelopment site, (b) the information contained in or delivered pursuant to this RFP and (c) any other information that such respondent deems necessary or prudent in everlasting and analyzing the feasibility and prudence of acquisition and development of the Redevelopment Site.

Mario DiNatale
Director of Community & Economic Development
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2400 Voorhees Town Center,
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Redevelopment Counsel
Platt & Riso
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Stratford, NJ 08084
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APPENDIX A

**AFFIRMATIVE ACTION COMPLIANCE NOTICE
N.J.S.A 10:5-31 and N.J.A.C. 17:27**

**GOODS AND SERVICES CONTRACTS
(INCLUDING PROFESSIONAL SERVICES)**

This form is a summary of the successful bidder’s requirement to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27-1 et seq.

The successful bidder shall submit to the public agency, after notification of award but prior to execution of this contract, one of the following three documents as forms of evidences:

- a) photocopy of a valid letter that the contractor is operating under an existing Federally approved or sanctioned affirmative action program
(Good for one year from the date of the letter);
OR
- b) A photocopy of a Certificate of Employee Information Report approval, issued in accordance with N.J.A.C. 17:27-4
OR
- c) A photocopy of an Employee Information Report (Form AA302) provided by the Division and distributed to the Public Agency to be completed by the contractor in accordance with N.J.A.C. 17:27-4.

The successful vendor may obtain the Affirmative Action Employee Information Report (AA302) from the contracting unit during normal business hours.

The successful vendor(s) must submit the copies of the AA302 Report to the Division of Contract Compliance and Equal Employment Opportunity in the Public Contracts (Division).

The undersigned vendor certifies that he/she is aware of the commitment to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27.1 et seq. and agrees to furnish the required forms of evidence.

The undersigned vendor further understands that his/her bid shall be rejected as non-responsive if said contractor fails to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C 17:27-1 et seq.

COMPANY: _____ SIGNATURE: _____

PRINT NAME:-----TITLE:-----

DATE:-----

APPENDIX B

MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE

N.J.S.A.10:5-31 et seq. (P.L. 1975, C. 127)

N.J.A.C. 17:27

GOODS, PROFESSIONAL SERVICE AND GENERAL SERVICE CONTRACTS

During the performance of this contract, the contractor agrees as follows:

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Except with respect to affectional or sexual orientation and gender identity or expression, to contractor will ensure that equal employment opportunity is afforded to such applicants in recruitment and employment, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Such equal employment opportunity 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 contractor 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 contractor or subcontractor, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regards to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex.

The contractor or subcontractor will send to each labor union, with which it has a collective bargaining agreement, a notice, to be provided by the agency contracting officer, advising the labor union of the contractor's commitments under the chapter and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et seq., as amended and supplemented from time to time and the Americans with Disabilities Act.

The contractor or subcontractor agrees to make good faith efforts to meet targeted county employment goals established in accordance with N.J.A.C 17:27-5.2.

The contractor or subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, and labor unions, that it does not discriminate on the basis of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

The contractor or subcontractor 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 as established by applicable Federal law and applicable Federal court decisions.

In conforming with the targeted employment goals, the contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regards to age, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The contractor shall submit to the public agency, after notification of award but prior to execution of a goods and service contract, one of the following three (3) documents:

- 1) Letter of Federal Affirmative Action Plan Approval
- 2) Certificate of Employee Information Report
- 3) Employee Information Report Form AA302 (electronically provided by the Division and distributed to the public agency through the Division's website at:
www.state.nj.us/treasury/contract_compliance)

The contractor and its subcontractor shall furnish such reports or other documents to the Division of Purchase & Property, CCAU, EEO Monitoring Program 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 Division of Purchase & Property, CCAU, EEO Monitoring Program for conducting a compliance investigation pursuant to **Subchapter 10 of the Administrative Code at N.J.A.C. 17:27.**

APPENDIX C

AMERICANS WITH DISABILITIES ACT OF 1990 Equal Opportunity for Individuals with Disability

The contractor and the _____ of _____, (hereafter “owner”) do hereby Agree that the provisions of Title 11 of the Americans With Disabilities Act of 1990 (the “Act”) (42 U.S.C. 121 01 et seq.), which prohibits discrimination on the basis of disability by public entities in all services, programs, and activities provided or made available by public entities, and the rules and regulations promulgated pursuant there unto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the owner pursuant to this contract, the contractor agrees that the performance shall be in strict compliance with the Act. In the event that the contractor, its agents, servants, employees or subcontractors violate or are alleged to have violated the Act during performance of this contract, the contractor shall defend the owner in any action or administrative proceeding commenced pursuant to this Act. The contractor shall indemnify, protect, and save harmless the owner, its agents, servants, and employees from and against any and all suits, claims, losses, demands, or damages, of whatever kind of nature arising out of or claimed to arise out of the alleged violation. The contractor shall, at its own expense, appear, defend, and pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the owner’s grievance procedure, the contractor agrees to abide by any decision of the owner which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the owner, or if the owner incurs any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the contractor shall satisfy and discharge the same at its own expense.

The owner shall, as soon as practicable after a claim has been made against it, give written notice thereof to the contractor along with full and complete particulars of the claim, if any action or administrative proceeding is brought against the owner or any of its agents, servants, and employees, the *owner shall* expeditiously forward or have forwarded to the contractor every demand, complaint, notice, summons, pleading, or other process received by the owner or its representatives.

It is expressly agreed and understood that any approval by the owner of the services provided by the contractor pursuant to this contract will not relieve the contractor of the obligation to comply with the Act and to defend, indemnify, protect, and save harmless the owner pursuant to this paragraph.

It is further agreed and understood that the owner assumes no obligation to indemnify or save harmless the contractor, its agents, servants, employees, and subcontractors for any claim which may arise out of their performance of this Agreement. Furthermore, the contractor expressly understands and agrees that the provisions of this indemnification clause shall in no way limit the contractor’s obligations assumed in this Agreement, nor shall they be construed

to relieve the contractor from any liability, nor preclude the owner from taking any other actions available to it under any other provisions of the Agreement or otherwise at law.

[THIS SECTION INTENTIONALLY LEFT BLANK]

**APPENDIX D
FORM OF PUBLIC DISCLOSURE INFORMATION**

Pursuant to N.J.S.A 55:25-24.2, if the bidder is a partnership or corporation, the following names and addresses are hereby furnished as the owners of an interest equal to 10% or more of such partnership or corporation. If one or more such stockholders or a partner is itself a corporation or partnership, the stockholders or partners holding 10% or more of the corporation or partnership shall also be listed. The disclosure shall be continued until the names and addresses of every non-corporate stockholder and individual partner exceeding the 10% ownership criteria established by the above referenced statute has been listed.

**OWNERSHIP DISCLOSURE CERTIFICATION
This Statement Shall Be Included with Bid Submission**

Name of Business: _____

- I certify that the list below contains the names and home addresses of all Stockholders holding 10% or more of the issued and outstanding stock of the undersigned.

OR

- I certify that no one stockholder owns 10% or more of the issued and outstanding stock of the undersigned.

Check the box that represents the type of business organization:

- Partnership Corporation Sole Proprietorship
- Limited Partnership Limited Liability Corp. Limited liability Partnership
- Subchapter S Corporation

Sign and notarize the form below, and, if necessary, complete the stockholder list attached.

Signature _____

Title _____

(Corporate Seal)

Sworn to and subscribed before

Me this _____ day of
_____, 20____

My Commission Expires: _____

STOCKHOLDERS OR PARTNERS

Name: _____

Address: _____

Name:

Address:

Name: _____

Address: _____

Name:

Address:

Name: _____

Address: _____

Name:

Address:

Name: _____

Address: _____

Name:

Address:

Name: _____

Address: _____

Name:

Address:

Name of Company: _____

Signature: _____

Title: _____

**DISCLOSURE OF INVESTIGATIONS AND OTHER ACTIONS
INVOLVING BIDDER FORM**

PART 1: PLEASE COMPLETE THE QUESTIONS BELOW BY CHECKING EITHER THE “YES” OR “NO” BOX. PLEASE REFER TO THE PERSONS AND/OR ENTITIES LISTED ON YOUR OWNERSHIP DISCLOSURE FORM ABOVE WHEN ANSWERING THE QUESTIONS BELOW.

- | | | |
|--|---------------------------------|--------------------------------|
| 1. Has any person or entity listed on this form or its attachments ever been arrested, charged, indicted, or convicted in a criminal or disorderly persons matter by the State of New Jersey (or political subdivision thereof), any other state or the U.S Government? | YES
<input type="checkbox"/> | NO
<input type="checkbox"/> |
| 2. Has any person or entity listed on this form or its attachments ever been suspended, debarred or otherwise declared ineligible by any government agency from bidding or contracting to provide services, labor, materials or supplies? | YES
<input type="checkbox"/> | NO
<input type="checkbox"/> |
| 3. Are there currently any pending criminal matters or debarment proceedings in which the firm and/or its officers and/or managers are involved? | YES
<input type="checkbox"/> | NO
<input type="checkbox"/> |
| 4. Has any person or entity listed on this form or its attachments been denied Any license, permit or similar authorization required to engage in the work applied for herein, or has any such license, permit, or similar authorization been revoked by agency of federal, state or local government? | YES
<input type="checkbox"/> | NO
<input type="checkbox"/> |

IF ANY OF THE QUESTIONS 1-4 ARE **YES**, PLEASE PROVIDE THE REQUESTED INFORMATION IN PART 2 BELOW. IF ALL OF THE ANSWERS TO QUESTIONS 1-4 ARE **NO**, PLEASE READ AND SIGN THE FORM BELOW. NO FURTHER ACTION IS NEEDED.

PART 2: PROVIDING ADDITIONAL INFORMATION

For Questions 1-4 answered “YES”, you must provide a detailed description of any investigation or litigation, including but not limited to administrative complaints or other administrative proceedings, involving public sector clients during the past 5 years. This description must include the caption of the action (if applicable), a brief description of the action, the date of inception, current status, and if applicable, disposition. Please provide this information in the form below.

Person/Entity	Date of Inception	Caption of Action (if applicable)	Brief Description of Action	Current Status/Disposition (if applicable)

Indicate “NONE” if no investigations or litigations have occurred. Attach additional sheets if necessary.

CERTIFICATION

I, being duly sworn upon my oath, hereby represent and state that the foregoing information and any attachments thereto to the best of my knowledge are true and complete. I attest that I am authorized to execute this certification on behalf of the above-referenced person or entity. I acknowledge that the CCIA is relying on the information contained herein and thereby acknowledge that I am under a continuing obligation from the date of this certification through the completion of any contacts with the CCIA to notify the CCIA in writing of any changes to the answers of information contained herein. I acknowledge that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification, and if I do so, I recognize that I am subject to criminal prosecution under the law and that it will also constitute a material breach of my agreement(s) with the CCIA and that the CCIA at its option may declare any contract(s) resulting from this certification void and unenforceable.

Full Name (Print): _____

Signature: _____

Title: _____ Date: _____

APPENDIX E
NON-COLLUSION AFFIDAVIT

STATE OF _____:

COUNTY OF _____:SS

I, _____ residing in _____
(Name of Affiant) (Name of Municipality)

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 _____
(Title or Position) (Name of Firm)

The Respondent making this Proposal for the bid entitled _____
(Title of Bid Proposal)

And that I executed the said proposal with full authority to do so that said bidder 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 above named project; and that all statements contained in said proposal and in this affidavit are true and correct, and made with full knowledge that the Camden County Improvement Authority relies upon the truth of the statements contained in said Proposal and in the statements contained in this affidavit in awarding the contract for the said project.

I further warrant that no person or selling agency has been employed or retained to solicit or secure such contract 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 _____.

Signature

(Type or print name of affiant under signature)

Sworn to and subscribed before me this _____ day of _____, 20_____.

Notary Public of the State of New Jersey

My Commission expires _____

APPENDIX F
STATE OF NEW JERSEY DEBARRED LIST AFFIDAVIT

STATE OF _____:

COUNTY OF _____:SS

I, _____, of the _____ of _____ in the County of _____ and the State of New Jersey of full age, being duly sworn according to law on my oath depose and say that:

I am _____ an officer of the firm of the Respondent making the proposal for the above named work, and that I executed the said Proposal with full authority to do so; that said Respondent at the time of making this Proposal is not included on the State of New Jersey, State Treasurer’s List of Debarred, Suspended and Disqualified Bidders; and that all statements contained in said Proposal and in this affidavit are true and correct, and made with the full knowledge that the Township of Voorhees, as Owner, relies upon the truth of the statements contained in said Proposal and in the statements contained in this Affidavit in awarding the contract for said work.

The undersigned further warrants that should the name of the firm making this Proposal appear on the State Treasurer’s List of Debarred, Suspended and Disqualified Bidders at any time prior to, and during the life of this Contract, including Guarantee period that the Township of Voorhees shall be immediately notified by the signatory of this Eligibility Affidavit.

The undersigned understands that the firm making the Proposal as Respondent is subject to disbarment, suspensions and/or disqualification in contracting with the State of New Jersey, if the Contractor, pursuant to NJAC 7:15.2, commits any of the acts listed therein, and as determined according to applicable law regulations.

(Insert Name and Address of Respondent)_____

Please sign before a Notary Public

Signature

Sworn to and subscribed before me this _____ day of _____, 20____

My Commission expires _____.

APPENDIX G

RECOMMENDED INDEMNIFICATION, HOLD HARMLESS AND DEFEND LANGUAGE

1. Indemnification

Developer shall indemnify, save harmless and defend the “CCIA”, its elected and appointed officials, its employees, agents, volunteers and others working on behalf of the CCIA, from and against any and all claims, losses, costs, attorney’s fees, damages, or injury including death and/or property loss, expense claims or demands arising out of or caused or alleged to have been caused in any manner by a defect in any equipment or materials supplied under this contract or by the performance of any work under this Contract, including all suits or actions of every kind or description brought against the CCIA, either individually or jointly with Contractor for or on account of any damage or injury to any person or persons or property, caused or occasioned or alleged to have been caused by, or on account of, the performance of any work pursuant to or in connection with this Contract, or through any negligence or alleged negligence in safeguarding the work area, or through any act, omission or fault or alleged act, omission or fault or alleged act, omission or fault of the Developer, its employees, Subcontractors or agents or others under the Developers Contract.

2. Insurance

Notwithstanding the indemnification and defense obligations of the Developer, the Developer shall purchase and maintain such insurance described in the attached schedule and as is appropriate for the work being performed and furnished and as will provide protection from any and all covered claims which may arise out of or caused or alleged to have been caused in any manner from Developer’s performance and furnishing of the Work and Developers other obligations under the Contract Documents, whether it is to be performed or furnished by Developer, by any Consultant, by anyone directly or indirectly employed by any of them to perform or furnish any of the Work, or by anyone for whose acts any of them may be liable.

Developer shall be required to name the Township and CCIA as a “Additional Insured” on the Developers policy of commercial general liability insurance, and simultaneously with the delivery of executed Planning and/or Construction Documents, Developer shall provide the Township with a Certificate of Insurance indicating that the insurance coverage as described in the attached schedule, and as is appropriate for the work being performed and furnished, has been obtained and that the Township has been designated as an “Additional Insured” where required. On or before the renewal date of said policy, Developer shall be required to provide the Township with a Certificate of Insurance indicating the continuation of insurance coverage and designating the Township and CCIA as an “Additional Insured”.

The Schedule of insurance and the limits of liability for the insurance shall provide coverage for not less than the following amounts or greater where required by law;

SCHEDULE OF INSURANCE

(SAMPLE)

Notwithstanding the indemnification and defense obligations of the Developer, the Developer shall provide at its own cost and expense proof of the following insurance to the Township:

A. Workers' Compensation

Statutory coverage and limits in compliance with the Workers' Compensation Law of the State of New Jersey.

B. General Liability Including Products & Completed Operations

With a minimum combined single limit of liability per occurrence for bodily injury and property damage of *one million (\$1,000,000) dollars* with a minimum annual aggregate of *three (\$3,000,000) dollars*.

Township shall be named as "Additional Insured"

C. Automobile Liability Insurance

With a minimum combined single limit of liability per accident of *one million (\$1,000,000) dollars* for bodily injury and property damage. This insurance must include coverage for owned, hired, and non-owned automobiles.

D. Errors and Omissions/Professional Liability

A minimum limit of liability of *one million (\$1,000,000) dollars* per incident and in the annual aggregate.

Failure by the Developer to supply such written evidence of required insurance and to maintain same for the duration of this contract shall result in default under this contract. The insurance companies for the above coverages must be licensed by the State of New Jersey and acceptable to the Township.

The Developer shall take no action to cancel or materially change any of the insurance required under this Contract without the CCIA's prior approval. The maintenance of insurance under this section shall not relieve the "Developer" of any liability greater than the limits or scope of the applicable insurance coverage.

APPENDIX H

DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN

PART 1: CERTIFICATION AS TO INVESTMENT ACTIVITIES IN IRAN

Pursuant to Public Law 2012, c. 25, any person or entity that submits a bid proposal or otherwise proposes to enter into or renew a contract must complete the certification below to attest, under penalty of perjury, that the person or entity, or one of the person or entity's parents, subsidiaries, or affiliates, is not identified on a list created and maintained by the Department of the Treasury as a person or entity engaging in investment activities in Iran. If the CCIA finds a person or entity to be in violation of the principles which are the subject of this law, it shall take action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the person or entity.

I certify, pursuant to Public Law 2012, c.25, that the person or entity listed above for which I am authorized to submit a proposal/bid/renewal:

- Is not providing goods or services of \$20,000,000 or more in the energy sector of Iran, including a person or entity that provides oil or liquefied natural gas tankers, or products used to construct or maintain pipelines used in transport oil or liquefied natural gas, for the energy sector of Iran,

AND

- Is not a financial institution that exceeds \$20,000,000 or more in credit to another person or entity, for 45 days or more, if that person or entity will use the credit to provide goods or services in the energy sector in Iran.

In the event that a person or entity is unable to make the above certification because it or one of its parents, subsidiaries, or affiliates has engaged in the above-referenced activities, a detailed, accurate and precise description of the activities must be provided in PART 2 below to the CCIA under penalty or perjury. Failure to provide such will result in the proposal being rendered as non-responsive and appropriate penalties, fines and/or sanctions will be assessed as provided by law.

PART 2: PLEASE PROVIDE FURTHER INFORMATION RELATED TO INVESTMENT ACTIVITIES IN IRAN

You must provide a detailed, accurate and precise description of the activities of the bidding person/entity, or one of its parents, subsidiaries or affiliates, engaging in the investment activities in Iran outlined above by completing the next page.

PLEASE PROVIDE THOROUGH ANSWERS TO EACH QUESTION.

IF YOU NEED TO MAKE ADDITIONAL ENTRIES,
PLEASE ADD ADDITIONAL COPIES OF THIS FORM.

Name: _____ Relationship to Bidder/Respondent: _____

Description of Activities:

Duration of Engagement: _____ Anticipated Cessation Date:

Bidder/Respondent Contact Name: _____ Contact Phone: _____

CERTIFICATION

I, being duly sworn upon my oath, hereby represent and state that the foregoing information and any attachments thereto to the best of my knowledge are true and complete. I attest that I am authorized to execute this certification on behalf of the above-referenced person or entity. I acknowledge that the CCIA is relying on the information contained herein and thereby acknowledge that I am under a continuing obligation from the date of this certification through the completion of any contracts with the CCIA to notify the CCIA in writing of any changes to the answers of information contained herein. I acknowledge that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification, and if I do so, I recognize that I am subject to criminal prosecution under the law and that it will also constitute a material breach of my agreement(s) with the CCIA and that the CCIA at its option may declare any contract(s) resulting from this certification void and unenforceable.

Full Name (Print): _____

Signature: _____

Title: _____ Date: _____

[THIS SECTION INTENTIONALLY LEFT BLANK]

APPENDIX I

AFFIDAVIT OF TRUTHFULNESS

State of _____

SS:

County of _____

_____, being duly sworn deposes and says:

That he/she is the _____ whose signature is affixed to the foregoing Proposal, that the information that is included in the Proposal for the _____ Redevelopment Project to the Camden County Improvement Authority is true and accurate in all respects to the best of his/her knowledge and belief.

By: _____
Signature

Print Name: _____

Sworn to before me

This _____ day of _____, 20____

Notary Public

APPENDIX J
Camden County
DEVELOPER INFORMATION FORM

(Please complete Individual forms for each firm)

DEVELOPER

A. Legal Name of Entity: _____

B. Area of Practice: _____

C. Corporation, Partnership, LLC., or Sole Proprietorship: _____

D. Date of Establishment: _____ State:

E. Address of Developer: _____

F. Telephone #: _____ Fax #: _____

G. E-mail address: _____

H. Website address: _____

I. Name of Contact: _____ Title:

J. Other Members of Developer's Team:

K. Names, Addresses, Title or Position (if any), and nature and extent of the interest of the officers and principal members, shareholders and investors of the Developer, must be set forth as follows:

1. If the Developer is a corporation, the officers, directors or trustees, and each stockholder owning more than 10% of any class of stock.
2. If the Developer is a non-profit or charitable institution or corporation, the members who constitute that Board of Trustees or Board of Directors or similar governing body of the organization.
3. If the Developer is a partnership, each partner, whether general or limited partner, and either the percent of interest or a description of the character and extent of interest or ownership of the partnership.

4. If the Developer is a business association or a joint venture, each participant and either the percent of interest or a description of the character and extent of such interest.
5. If the Developer is some other entity, the officers and each person having an interest of more than 10 percent.
6. State any relationship or interest, wither direct or indirect with any member of the governing body of the Township, in the County of Camden or any of its agencies or authorities, the State of New Jersey or any of its agencies or authorities.

CERTIFICATION

The undersigned is a duly appointed officer (Officer”) of the Developer and has reviewed, understands and accepts the terms and conditions of this Request for Proposals as set forth herein. The undersigned further affirms that he/she is authorized to submit this response to the Township. The Officer understands that this response is a public document and is subject to public disclosure under the New Jersey Open Public Records Act and other common and applicable laws.

The undersigned further acknowledges that the Officer has had an opportunity to visit the site of the Redevelopment Project has familiarized itself with the legal requirements applicable to the Redevelopment Project, has made an independent investigation it deemed necessary and has satisfied itself as to all conditions affecting cost or performance of the Redevelopment Project.

I, THE UNDERSIGNED, BEING DULY SWORN UPON MY OATH SAY: The Information contained in the response and in all attachments submitted herewith is to the best of my knowledge and belief true, accurate and complete. I have the Authority to submit this response to the CCIA on behalf of the Developer. I understand that if such information is willfully false, I am subject to criminal persecution under N.J.S.A. 2C: 28-2 and that the CCIA, at their sole discretion, may reject or make my decision within their power on the selection of professionals under this developer selection procedure.

NAME OF OFFICER: _____

SIGNATURE: _____

NAME (PRINT OR TYPE): _____

TITLE: _____ DATE: _____

Subscribed and Sworn before me this _____ day of

_____, 20____,

(Notary Public)

My Commission Expires _____

[THIS SECTION INTENTIONALLY LEFT BLANK]

APPENDIX K

ACKNOWLEDGEMENT OF RECEIPT OF AGENDA OR REVISIONS (IF ANY)

Camden County Improvement Authority

**REQUEST FOR PROPOSAL – VOORHEES TOWN CENTERREDEVELOPMENT
AREA**

Respondent has examined and carefully studied the RFP, the other related data identified in the RFP, if any, and the following Addenda, receipt of all of which is hereby acknowledged.

<u>Addendum No.</u>	<u>Date Received</u>	<u>Addendum No.</u>	<u>Date Received</u>
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

Name of Respondent

Signature

Title