

Request for Qualifications and Proposals
Redevelopment Project
Borough of Haddonfield, Camden County,
New Jersey

Issue Date:

May 26, 2023

Submission Deadline:

Wednesday, July 27, 2023 4:00 p.m.

All proposals shall be prepared in the form required herein and delivered to:

Borough Clerk
242 Kings Highway East
Haddonfield, NJ 08033

I. INTRODUCTION

The Borough of Haddonfield, in the County of Camden, New Jersey (the "**Borough**"), is soliciting qualifications and proposals from qualified firms to purchase a portion of Block 14, Lot 2 on the official tax maps of the Borough, located at Kings Highway and Hopkins Lane, and identified on the map attached hereto as Exhibit A as the "Residential" portion of such property (the "**Property**"). The Property is currently owned by the Borough and is approximately 8.2+/- acres in size.

This is a new development opportunity for developers ("**Respondent(s)**") interested in taking part in the transformation of the Property into an age-targeted residential owner-occupied project. Respondents are being asked to present their designs and concept plans for the development of the Property as well as the purchase price offered for the Property.

The redevelopment of the Property will be undertaken pursuant to the New Jersey Local Redevelopment and Housing Law, *N.J.S.A. 40A:12A-1 et seq.* (the "**Redevelopment Law**") which affords the Borough broad powers to direct and incentivize the development efforts at the Property. The Borough is seeking well capitalized, motivated and creative partners in redevelopment who share the Borough's vision to develop an age-targeted residential community, with both market rate and affordable for-sale units.

The following pages contain the Borough's goals for the redevelopment of the Property, background information as well as submission requirements, selection criteria and other information necessary for Respondents to successfully respond to this Request for Qualifications and Proposals ("**RFQ/P**").

The Borough is looking forward to reviewing the responses to this RFQ/P and developing a partnership that will untap the unrealized potential of the Property for the residents of the Borough.

II. THE SELECTION PROCESS

Overview of the Selection Process

The Property will be made available for purchase and redevelopment through the following process:

- Issuance of this RFQ/P;
- Respondents submit responses to the RFQ/P;
- Borough reviews the proposal responses;
- Borough may interview some, all or none of the Respondents;
- Borough may request additional information from some, all or none of the Respondents;
- Borough may select a short list of Respondents;
- Borough may seek best and final offers for the purchase of the Property from some, all or none of the Respondents;

- Borough may designate a Respondent as the redeveloper of the Property, conditioned upon the successful negotiation of the required agreements with the Borough described below;
- Enter into the agreements described below with one of the Respondents; and
- At closing, the Property will be transferred from the Borough to the selected Respondent to act as redeveloper.

Required Agreements

A successful Respondent will enter into the following agreements with the Borough:

- Purchase and sale agreement which will include milestones that successful Respondent will need to meet prior to the transfer of title of the Property.
- Redevelopment agreement with the Borough.
- If applicable, a financial agreement with the Borough.
- Such other agreements as are appropriate.

Prior to entering into any agreements with the Borough, the successful Respondent will be required to provide the Borough and its agents with an executed hold harmless agreement in a form suitable to the Borough, an executed disclosure statement in a form suitable to the Borough and the successful Respondent’s Articles of Incorporation or other formation documents.

Summary of Key Dates and Times

May 26, 2023	Date of issuance of this RFQ/P.
June 21, 2023; 4:00 p.m. EST	Deadline for submission of written questions and/or requests for clarifications from Respondents submitted to the Borough in writing by email to Sharon McCullough, Administrator, at smccullough@haddonfield-nj.gov with a copy to mjessup@msbnj.com.
June 30, 2023	Deadline for Borough responses to any written questions and/or requests for clarifications from Respondents by issuance of an addendum to this RFQ/P.
July 27, 2023; 4:00 p.m. EST	Deadline for Respondents to submit Proposals in response to this RFQ/P

III. BACKGROUND ON THE PROPERTY

Description

The Bancroft property, consisting of 19.22 acres, is located at Kings Highway and Hopkins Lane and is identified on the map attached hereto as Exhibit B (the "**Bancroft Property**"). The Bancroft Property is bisected by Hopkins Lane into two blocks and lots: Block 13, Lot 25 (6.07

acres) on the west side of Hopkins Lane (the "**West Side Property**") and Block 14, Lot 2 (13.15 acres) on the east side of Hopkins Lane (the "**East Side Property**"). Until recently, the Bancroft Property was the home of the Bancroft NeuroHealth facility. As a result of the relocation of such facility, this is the first opportunity since 1883 to re-plan this property.

The Property is located within the Bancroft Property, and more specifically, within the East Side Property, and as identified on the map attached hereto as Exhibit A as the "Residential" portion of such East Side Property. There are three (3) existing buildings on the Property, identified on the map attached hereto as Exhibit C, all of which are designated historic buildings and will need to remain, be maintained consistent with historic structures and be re-purposed by the redeveloper.

Redevelopment Plan

On April 25, 2006, the Borough designated the Bancroft Property, including the Property, as an "area in need of redevelopment" under the Redevelopment Law. Subsequently, on January 12, 2016, the Borough re-designated the Bancroft Property, including the Property, as an "area in need of redevelopment" in order to confirm that the passage of time did not have an adverse impact on the Borough's 2006 findings and designation. The Borough has adopted a Redevelopment Plan for the Bancroft Property, entitled "Bancroft Redevelopment Plan" dated as of April 6, 2016, as amended on January 16, 2018, and as re-confirmed after a Superior Court-ordered public hearing on April 27, 2021, which is available on the FTP Site (the "**Redevelopment Plan**"). The Redevelopment Plan establishes permitted and prohibited uses for both the East Side Property and the West Side Property.

Pursuant to the Redevelopment Plan, the West Side Property will include 4.65 acres of Public Use/Active Recreation and 1.42 acres for the repurposing of the existing Lullworth Hall. Within the East Side Property, the Redevelopment Plan calls for 4.95 acres of passive open space which will be constructed, owned and maintained by the Borough and market-rate and affordable age-targeted residential units on the Property. Pursuant to the Redevelopment Plan, the Property can be developed either with market-rate townhouses (with affordable housing in duplexes) or market-rate condominium flats (with affordable housing as condominium flats) in mid-rise buildings, or a combination of either.

The Borough is seeking proposals that are consistent with the provisions of the Redevelopment Plan applicable to the Property, although, it will consider adopting amendments to the Redevelopment Plan if requested by a Respondent due to market and/or site conditions; provided any such amendments further the vision of the Borough and do not have a material adverse effect on the existing surrounding residential neighborhoods.

Redevelopment Vision and Specific Goals and Objectives

While the Borough reserves the flexibility to select the most appropriate proposal for the Property, generally speaking, submissions will be evaluated based on the extent to which they meet the Borough's need to provide a type of housing stock that will attract age-restricted or age-targeted residents. The concept plan submitted should also be cognizant of presenting pleasing

architectural features given the visible location of the project, the inclusion of the Property in the Borough's Historic District, and minimizing any impact on existing residential properties.

Affordable Housing

Any residential project on the Property shall provide a proportionate share of affordable dwelling units. **A minimum of ten (10) affordable dwelling units must be included within the proposed project** and, subject to the next sentence hereof, a maximum of twelve (12) affordable dwelling units may be included within the proposed project. Should the number of total dwelling units within the proposed project exceed 90, the percentage of affordable housing units shall be 12.5% of the total number of units in the proposed project.

All affordable dwelling units shall be provided as part of an inclusionary development as such term is defined in N.J.A.C. 5:93-1.3, or in such other form as agreed to by the Borough in the redevelopment agreement, provided that the alternative form: (1) conforms with applicable State of New Jersey affordable housing regulations or other applicable legal or judicial requirements; and (2), ensures that if the market rate units contemplated by the Redevelopment Plan are constructed then the affordable units required are also constructed. The construction, phasing, leasing, marketing operation and transfer of any affordable dwelling units shall comply with the Uniform Housing Affordability Controls (*N.J.A.C. 5:80-26.1 et seq.*) as they may be amended or superseded.

Architectural Character

One of the stated objectives of the Redevelopment Plan is to encourage high quality architectural design and construction of new residential buildings within the Property which reflect the objectives and standards of the Borough's Historic District ordinance. The exterior architecture of the project must be compatible and in harmony with the historic architecture of the homes in the Borough as recited in the Borough's Historic District ordinance.

Buildings should have architectural features and patterns that provide variety and visual interest. Buildings should include substantial variation thorough the use of the three main elements of base, field and entablature. Primary building facades shall be articulated by façade offsets and the use of vertical and horizontal elements to provide shadow lines, breaks and banding. The first story of the building should generally constitute the base of the design for any building three stories or higher. Buildings facing Cooper River Park shall be designed with windows that take advantage of park views as well as balconies or terraces facing the park. Doorways, windows and other openings in the façade of buildings should be proportioned to reflect pedestrian scale and movement and encourage interest at the ground level.

As noted earlier in this RFQ/P, there are three designated historic structures located on the Property and identified on the map attached hereto as Exhibit C that must remain in place, be maintained consistent with historic structures and be re-purposed by the redeveloper. The successful Respondent is encouraged to find adaptive re-uses for these structures and to restore them accordingly.

Green Development

Redevelopers are encouraged, but not required, to propose a project that could obtain LEED certification under the LEED-NC (New Construction) program. In addition, the design of residential buildings, non-residential buildings and site development components shall promote the conservation of energy through the use of site planning, architectural elements and construction techniques to minimize energy consumption and to provide for the maximum utilization of renewable energy sources. The Redevelopment Plan discusses possible ways for the promotion of conservation. Redevelopers should review the Borough's Sustainable Design Assessment which is available on the FTP Site.

Current Status of the Property

The Borough purchased the Bancroft Property in January 2016 from Bancroft NeuroHealth, a New Jersey nonprofit corporation and 2 Hopkins Lane, LLC, a Delaware limited liability company ("**2 Hopkins Lane**"). As part of the Borough's purchase, 2 Hopkins Lane retained an option to purchase the Property from the Borough for further development of the Property in accordance with the Redevelopment Plan. On February 26, 2019, the Borough entered into a Redevelopment Agreement with 2 Hopkins Lane Urban Renewal, LLC ("**2 Hopkins Lane URE**"), an affiliate of 2 Hopkins Lane (the "**2 Hopkins Lane Redevelopment Agreement**"), pursuant to which 2 Hopkins Lane URE has the right, subject to satisfaction of certain conditions precedent, to (i) acquire the Property from the Borough and (ii) pursue the development of a 90-unit age-targeted townhouse community, consisting of 80 age-targeted, market-rate units and 10-affordable units. To date, the conditions precedent to the acquisition of the Property and commencement of the project have not been satisfied. On May 8, 2023, the Borough issued a Notice of Default to 2 Hopkins Lane URE, specifying that 2 Hopkins Lane URE is in default under three provisions of the 2 Hopkins Lane Redevelopment Agreement (the "**Notice of Default**"). Pursuant to the terms of such redevelopment agreement, 2 Hopkins Lane URE has thirty (30) days to cure such defaults, and, under certain conditions, up to 120 days to cure such defaults. On May 17, 2023, 2 Hopkins Lane and 2 Hopkins Lane URE provided written notice to the Borough rejecting the Borough's contention that 2 Hopkins Lane URE is in default under the 2 Hopkins Lane Redevelopment Agreement and requesting that the Borough withdraw the Notice of Default within ten (10) days of such written notice. As of the date hereof, the Borough does not have any intention of withdrawing such Notice of Default.

In 2015, 2 Hopkins Lane applied to the Borough of Haddonfield Zoning Board of Adjustment (the "**Zoning Board**") to construct a residential drug and alcohol treatment facility (the "**Facility**"). The Zoning Board denied 2 Hopkins Lane's application for a zoning permit to construct the Facility and 2 Hopkins Lane filed a lawsuit against the Zoning Board (the "**Zoning Board Matter**"). The Borough and 2 Hopkins Lane entered into a Settlement Agreement dated January 11, 2016, resolving the Zoning Board Matter and granting 2 Hopkins Lane the option of purchasing the Property for the development of an age-targeted residential project. The terms of the Settlement Agreement were expressly superseded by the terms of the 2 Hopkins Lane Redevelopment Agreement, which remains in effect as of the date hereof.

On December 6, 2022, 2 Hopkins Lane filed a lawsuit against the Borough and the Zoning Board (together, the "**Defendants**") for compensatory and punitive damages, as well as equitable, injunctive and declaratory relief, arising from Defendants' alleged improper, unlawful and discriminatory conduct with regard to 2 Hopkins Lane's attempts to develop the Property by constructing the Facility. On April 4, 2023, Defendants filed a motion to dismiss 2 Hopkins Lane's complaint, which motion is pending at the time of the issuance of this RFQ/P. Defendants and 2 Hopkins Lane have agreed to voluntary mediation in an effort to resolve their disputes. As of the date hereof, the parties have not scheduled any mediation sessions.

At the same time, the Borough has been seeking the approval of the Superior Court of New Jersey of the Borough's adopted and endorsed Third Round Housing Element and Fair Share Plan (the "**Affordable Housing Plan**"), in the matters captioned, *In the Matter of the Application of the Borough of Haddonfield, New Jersey*, Docket No: CAM-L-1945-15, and *Fair Share Housing Center v. the Borough of Haddonfield, et. al.*, Docket No: CAM-L-1945-16 (together, the "**Affordable Housing Matters**"). The Borough received a Conditional Judgment of Compliance and Repose approving its Affordable Housing Plan on June 1, 2020. The Borough's Affordable Housing Plan requires the Borough to provide for the Realistic Development Potential (RDP) of 83 very low, low and moderate income residential units (the "**Affordable Housing Units**"), including 10 Affordable Housing Units on the Property. To date, the Borough has satisfied all of the conditions of its Conditional Judgment of Compliance and Repose except for the construction of the 10 Affordable Housing Units on the Property.

2 Hopkins Lane has represented on the record in the Affordable Housing Matters that it does not have any intention of moving forward with the redevelopment project contemplated by the 2 Hopkins Lane Redevelopment Agreement on the Property. **Accordingly, on May 11, 2023, the Superior Court of New Jersey ordered the Borough Commissioners to consider a resolution authorizing the issuance of a request for proposals for a new redeveloper for the Property and to issue such request of proposals as soon as possible thereafter.** In response to such order, the Borough Commissioners adopted a resolution on May 22, 2023 authorizing the issuance of this RFQ/P.

Site Contamination/Remediation

The Haddonfield Board of Education engaged Remington & Vernick Engineers to conduct a Phase 1 Environmental Site Assessment of the Property, a copy of which is available on the FTP Site. Neither the Borough nor the Haddonfield Board of Education makes any representation or warranty as to the environmental condition of the Property. To the extent any portion of the Property requires remediation, the Borough shall have no responsibility therefor. Each Respondent shall be responsible for undertaking their own environmental assessment of the Property and the successful Respondent shall be solely responsible to undertake and pay the cost of any and all remediation, compliance, environmental testing, and/or other analyses for the Property. The Borough shall have no obligation or liability whatsoever with respect to the environmental condition of the Property, or any other parcels which may claim contamination arising from the Property.

On January 5, 2021, the New Jersey Department of Environmental Protection (the "NJDEP"), mobilized to the Property based on evidence of a petroleum leak from an unregulated heating oil tank (UHOT) associated with the Stevenson Center building. The Borough retained Remington & Vernick Engineers to install spill containment measures and to bring the Property to regulatory closure via the issuance of a No Further Action determination by the NJDEP UHOT Program. On March 22, 2022, the NJDEP issued a No Further Action letter. The No Further Action Letter and the Remington & Vernick Engineers Unregulated Heating Oil Tank Remedial Action Report dated January 12, 2022 are available on the FTP Site.

New Jersey Department of Environmental Protection Category 1 Designation of the Cooper River

On or about April 6, 2020, four years after the Borough first adopted the Redevelopment Plan for the Property, the NJDEP designated portions of the Cooper River as a Category One (or C1) waterway. Such designated portions of the Cooper River are subject to a 300-foot riparian zone under the Flood Hazard Area Control Act. The map attached hereto as Exhibit D illustrates the 300-foot riparian zone relative to the Property. The 300-foot riparian zone may adversely impact the redeveloper's ability to develop a portion of the Property. **Respondents will need to ensure that proposals comply with all applicable laws, including those applicable to the 300-foot riparian zone.**

IV. PROPERTY AND OFF-SITE INFRASTRUCTURE

The redeveloper, at the redeveloper's sole cost and expense, shall prepare all necessary engineering studies for, and design and construct or install all on- and off-site and off-tract municipal infrastructure improvements and capacity enhancements or upgrades required in connection with the provision of all utilities, including but not limited to water, sanitary sewer, and stormwater sewer service to the Property, in addition to all required tie-in or connection fees. Water, sanitary sewer, natural gas, electricity and voice data transmission facilities are available adjacent to the Bancroft Property. The capacity of existing utilities to service the proposed redevelopment of the Property must be independently confirmed by the successful Respondent. Electric and Gas is provided by PSE&G. Sanitary sewer and water is provided by New Jersey American Water. Voice and data is provided by Comcast and Verizon.

The redeveloper shall also be responsible for providing, at the redeveloper's sole cost and expense, all sidewalks, curbs, streetscape improvements (street trees and other landscaping), street lighting, and on- and off-site and off-tract traffic controls and road improvements for the Property or required as a result of the impacts of the project, including but not limited to a comprehensive traffic and parking study for the project and the area affected by the project. The redevelopment agreement between the Borough and the redeveloper will contain the terms, conditions, specifications, and a description of required performance guarantees (such as performance bonds or other acceptable performance security) pertaining to redeveloper's obligation to provide the infrastructure and improvements required for the project.

V. EXISTING ENTITLEMENTS AND APPROVALS; CERTAIN REDEVELOPER OBLIGATIONS

The Redevelopment Plan

The Redevelopment Plan has been prepared by the Borough after careful thought and consideration. The Borough is looking for proposals that comply with the Redevelopment Plan although amendments may be considered if requested by a Respondent to address market and/or site conditions; provided they further the Borough's vision as set forth in the Redevelopment Plan.

Approvals

There are various entities that will need to grant permits or approvals for any project on the Property. The redeveloper will be responsible for obtaining any and all permits and approvals necessary for the implementation of the Redevelopment Plan in accordance with a redevelopment agreement.

The regulatory agencies with jurisdiction over the Property include, but are not limited to: the New Jersey Department of Environmental Protection, the Borough, the Borough Historic Preservation Commission, the Borough Planning Board, the Camden County Planning Board, the Camden County Utilities Authority and the Camden County Soil Conservation District.

The Redevelopment Agreement, Purchase and Sale Agreement and Other Agreements; Borough Costs

The successful Respondent will be required to enter into a redevelopment agreement with the Borough which redevelopment agreement will address all of the requirements of the Redevelopment Law including limitations on transfer, project schedules, etc. The redevelopment agreement will also require the successful Respondent to fund a replenishing escrow for payment of all costs of the Borough and its professionals in connection with the project, including, but not limited to, approximately \$25,000 in costs previously incurred by the Borough, and all Borough costs going forward. In addition, the successful Respondent will enter into a purchase and sale agreement with the Borough setting forth the terms of the sale of the Property, which will include a provision requiring the successful Respondent to purchase and take title to the Property on the earlier of (i) fifteen (15) days following the successful Respondent's receipt of final governmental approvals required to commence construction of the redevelopment project and (ii) twelve (12) months following the execution of the redevelopment agreement. Such other agreements as may be required to effectuate the redevelopment of the Property may also be executed, including a financial agreement, if required.

VI. SUBMISSION REQUIREMENTS

General Requirements

A. SEALED PROPOSAL

Proposals shall be submitted in a securely **SEALED** envelope or carton. Unsealed and faxed proposals shall not be accepted. All Respondents must submit a proposal for the acquisition and redevelopment of the Property in accordance with the Redevelopment Plan. Respondents may also submit a second proposal for the acquisition and redevelopment of the Property subject to certain proposed amendments to the Redevelopment Plan, provided that the redevelopment must be a residential project and must meet the affordable housing requirements set forth in the Redevelopment Plan. All optional second proposals submitted must include a detailed list of the proposed amendments to the Redevelopment Plan and all other submission requirements set forth in this RFQ/P, including purchase price for the Property.

B. SUBMISSION DEADLINE/FORMAT

Proposals must be received by **4:00 p.m. EST on Wednesday, July 27, 2023**. Responses to this RFQ/P will be received until the above-mentioned time and date for receipt. Proposals received after the time and date listed above will not be considered.

Respondents should submit six (6) hard copies of their proposal. Proposals should be submitted on 8 ½ x 11 sized paper, printed single sided, and should not exceed 35 pages (excluding appendices). Each page of the proposal shall be numbered. Planning diagrams may be submitted on 11 x 17 sized paper. In addition, one (1) copy of the proposal in PDF format organized in the same manner as the bound proposal, must be submitted on a USB drive.

C. SUBMISSIONS

All proposals should be sent to:

Borough Clerk
Borough of Haddonfield
242 Kings Highway East
Haddonfield, NJ 08033

For access to the FTP Site, please provide your email address by email only to Matthew D. Jessup at McManimon, Scotland & Baumann, LLC at mjessup@msbnj.com and instructions shall be emailed to you. **All updates regarding this RFQ/P will be provided via email to all parties requesting this RFQ/P and shall be posted on the FTP Site.**

D. QUESTIONS AND CLARIFICATIONS TO THIS RFQ/P

The Borough will accept written questions and/or requests for clarifications from Respondents, provided they are submitted to the Borough in writing by email to Sharon McCullough, Administrator, at smccullough@haddonfield-nj.gov with a copy to mjessup@msbnj.com, **no later than 4:00 p.m. EST on June 21, 2023**. Any written questions and/or requests for clarification which are received by the Borough after this date and time will not be considered. The Borough will provide responses to any such requests by issuance of an addendum to this RFQ/P on or before June 30, 2023. The Borough will distribute such addendum via electronic mail to the principal contact for each Respondent that registered with the FTP Site.

If a prospective Respondent discovers any ambiguity, conflict, discrepancy, omission or other error in the RFQ/P, such Respondent must immediately notify the Borough in writing of such error and request modification or clarification of same. If a prospective Respondent fails to notify the Borough of any discovered error in the RFQ/P prior to the date fixed for submissions of responses to this RFQ/P, such Respondent shall submit a response at its own risk.

No oral interpretation, instruction or information concerning this RFQ/P given by any employee or agent of the Borough shall be binding on the Borough. The Borough will not be responsible for any explanation or interpretation of the RFQ/P, unless such explanation or interpretation of the RFQ/P is in accordance with the procedures outlined in this RFQ/P.

E. ADDENDA OR AMENDMENTS TO THIS RFQ/P

At any time prior to the date fixed for submission of responses to this RFQ/P, the Borough may issue addenda to this RFQ/P. These addenda will be numbered consecutively and will be distributed to each Respondent who has registered with the FTP Site. These addenda will be issued by, or on behalf of, the Borough and will constitute a part of this RFQ/P. Each Respondent is required to acknowledge receipt of all addenda at the time of submission of its proposal by submitting an executed acknowledgement thereof. Such acknowledgment shall govern not only additions which may be bound in and attached to the RFQ/P at the same time that this RFQ/P is delivered, but also all addenda which may be distributed prior to the date fixed for submission of responses to this RFQ/P. All responses to this RFQ/P shall be prepared with full consideration of the addenda issued prior to the date fixed for submission of responses to this RFQ/P.

Submission Requirements

A. RESPONDENT TEAM

For this RFQ/P, Respondents should identify a primary point of contact for all submission, inquiries, acknowledgements, amendments and any other correspondence under this RFQ/P and key members of the professional team. Respondents shall also provide the following:

- (i) Respondents should provide a company overview describing its general experience, with concise details on years of operation, financial strength to complete the

proposed project, number of projects, range of suburban and architectural project sizes and budgets, awards, prizes, citations, etc.;

- (ii) Name, address, telephone number, fax number, and e-mail address of primary Respondent point of contact and managing principal(s), and such persons' resume, roles and titles;
- (iii) Identification of any affiliation or other relationship between any members of the Respondent and any development company, parent company or subsidiary; and
- (iv) Confirm no adverse findings.

B. QUALIFICATIONS AND EXPERIENCE

Respondents must clearly demonstrate qualifications in redevelopment and prior experience and success with projects similar to their proposed project. Respondents should present relevant projects that exemplify the Respondent's accomplishments in residential development experience, with particular focus on their proposed project and public-private partnerships. Local and/or regional experience should also be highlighted, particularly in and around the Borough. Respondents may include the following for each project qualification, if available:

- (i) Project summary, including project name, address, size, client, total development cost, project team members, roles, financing structure, architect and date of completion;
- (ii) Brief physical description (may include photograph, site plan, or rendering in Appendices); and
- (iii) References, including names, addresses, telephone numbers, and email addresses for individuals directly involved with projects presented in qualifications section.

C. PURCHASE PRICE

Respondents should provide an offer for the purchase of the Property that maximizes the financial return to the Borough.

The Borough will also consider the use of financial tools available to it under the Redevelopment Law and other applicable laws, such as tax exemptions and payments in lieu of taxes, to the extent warranted by the proposed project.

D. DEVELOPMENT APPROACH

Respondents are required to submit a site concept plan and site-specific redevelopment proposal for the Property. Respondents should provide planning concept diagrams and a narrative that describes the Respondent's overall vision for the Property.

Respondents' site concept plan must clearly outline how the Respondents' proposed project(s) will meet the Borough's goals and conformity with the RFQ/P-stated vision and the overall approach to achieving the project.

Respondents must provide site-specific redevelopment diagrams, including the mix of uses and size of program components for the Borough. Proposals should include the following:

- (i) Conceptual Property layouts and massing diagrams;
- (ii) The target market for the plan components;
- (iii) Conceptual plans for development strategy, citing examples of tenants if possible;
- (iv) Explanation of market feasibility;
- (v) Architectural building elevations for the market rate units and the affordable units. The elevations should indicate the proposed building materials to be constructed on all sides of all building elevations;
- (vi) Floor plans for both the market rate units and the affordable units, including the number of bedrooms for all residential units;
- (vii) Projection of the number of school aged children residing in the project;
- (viii) And any additional diagrams and illustrations as necessary to communicate the vision and redevelopment strategy.

Respondents should outline their implementation strategy, including a description of the phasing plan for the overall project, if applicable. If available and applicable, Respondents should create a phasing diagram that illustrates the construction schedule and timeline for redevelopment.

E. COMMITMENT AND PROJECT READINESS

Respondents should describe their commitment to project implementation, including the timeframe for closing and acquisition of the Property from the Borough, and should demonstrate their financial capacity. Respondents should detail their financial resources and preparedness to commence work promptly.

F. FISCAL IMPACT

Respondents should provide an overview of the expected fiscal impact on the Borough and the region including tax ratables and other direct and indirect financial benefits during construction and upon project completion.

G. FINANCIAL CAPACITY

Respondents are to submit financial statements indicating that the development entity or its principals' have sufficient equity and/or access to debt financing to complete the proposed redevelopment project.

H. REQUIRED DOCUMENTS AND ADDITIONAL INFORMATION

In addition to the submission requirements set forth herein, Respondents shall provide the following required documents and additional information in their responses:

- (i) Original cover letter on the official letterhead of the Respondent (Exhibit E-1);
- (ii) Provide complete identification of all principals holding ten percent (10%) or more of the equity and all officers of all firms or entities so named herein (Exhibit E-2);
- (iii) A Pay-to-Play affidavit (Exhibit E-3);
- (iv) A Non-Collusion Affidavit pursuant to N.J.S.A. 52:34-15 (Exhibit E-4);
- (v) A Consent to Investigate form (Exhibit E-5);
- (vi) A Prohibited Russia-Belarus Activities & Iran Investment Activities Certification, in accordance with N.J.S.A. 52:32-58 and N.J.S.A. 52:32-60.1 (Exhibit E-6);
- (vii) Resumes of key personnel including names, years of service and education, as applicable;
- (viii) Description of any material pending legal and administrative proceedings (other than ordinary routine litigation incidental to Respondent's business) in which the Respondent, their officers, director, employees or principals or any of their subsidiaries or parent(s), their officers, directors, employees or principals is a party or of which any of their property is the subject. Include the name of the court or agency in which the proceeding(s) are pending, the date instituted, and the principal parties thereto, a description of the factual basis alleged to underlie the proceeding and the relief sought. Include similar information as to any such proceedings known to be contemplated by any governmental authority;
- (ix) Description of any occasion in which Respondent, any officer or principal of the Respondent, with a proprietary interest therein, has ever been disqualified, removed, or otherwise prevented from bidding on, participating in, or completing a Federal, state, or local governmental project because of a violation of law, administrative code provision or safety regulation;
- (x) Description of any occasion in which Respondent or the guarantor, if applicable, has been in a position of default in a federal, state or local government project, such that payment proceedings and/or execution on a payment, performance or bid bond, letter of credit, surety or guaranty have been undertaken;
- (xi) All threatened and pending claims, litigation and judgements or settlements, government enforcement actions, notices of violations or permit violations in which the Respondent or the guarantor, if applicable, has been, or is, involved;

- (xii) Indication of whether Respondent, or any of their officers refused to testify or waive immunity before any state or Federal grand jury within the last ten years. If so, provide details.

If multiple organizations are participating (e.g., subsidiaries, parent companies, joint ventures), the information requested in (i) through (ix) above should be provided regarding each of the respective organizations.

Selection Criteria

Respondents and their proposals will be evaluated based on the following criteria, which do not appear in order of importance and which are subject to change in the sole discretion of the Borough:

- Purchase price for the Property;
- Estimated tax ratables and other direct and indirect financial benefits for the Borough;
- Project timetable;
- Public benefits of the proposed project;
- Statement of approach;
- Quality and feasibility of the proposal;
- Experience with, and success in, the development of projects similar to the proposed project;
- Proven success in meeting expectations, milestones and schedules;
- Strength of the team's qualifications;
- Demonstration of financial capacity;
- The compatibility of the exterior architecture of the project with the historic homes within the Borough; and
- Ability to commence the project expeditiously, including the timeframe for closing and acquiring the Property from the Borough.

Selection Process

Once proposals have been received, the Borough will review each proposal for completeness and then evaluate the proposals. Based upon such review and evaluation, the Borough reserves the right to select one or more Respondent(s) for an interview with the Borough. The Borough may request additional or supplemental information from any Respondent from time to time, designate or conditionally designate the successful Respondent as the "redeveloper" of the Property or take no action at all. Such designation, if any, will be conditioned upon the successful and timely negotiation of a redevelopment agreement between the Borough and the successful Respondent.

VII. MISCELLANEOUS

Borough's Reservation of Rights

Notwithstanding anything to the contrary, the Borough reserves the right to proceed or not to proceed with this RFQ/P, to amend or supplement this RFQ/P at any time or to terminate the process at any time.

The Borough has no obligation to qualify any Respondent and it expressly reserves the right, at its sole and absolute discretion, to modify, alter, or waive any provisions or informalities of this RFQ/P.

The Borough reserves the right to reject any and all proposals which, in the Borough's sole judgment, is/are not in compliance with the terms of, or is/are not responsive to, the RFQ/P or any part thereof, or which is/are not deemed in the best interest of the Borough.

The Borough shall be under no obligation whatsoever, legal, financial or otherwise, to sell the Property or any interest in the Property, unless or until a purchase and sale agreement is approved for execution by the Borough.

No Respondent or other party shall have any legal right or interest in the Property unless and until a purchase and sale agreement is properly executed and delivered by the Borough.

The award of any contracts with the Borough under this RFQ/P is subject to approval by the Borough Commissioners.

Applicant's Withdrawal of Proposals

Respondents may withdraw their proposals at any time prior to the final filing date and time, as indicated on the cover page to this RFQ/P, by written notification signed by the Respondent's authorized agent(s). Proposals may thereafter be resubmitted, but only up to the final filing date and time.

Applicant's Responsibility

Each Respondent assumes sole responsibility for the complete effort required in the RFQ/P. No special consideration shall be given after the proposals are opened because of Respondent's failure to be knowledgeable about all requirements of this RFQ/P. By submitting a proposal in response to this RFQ/P, the Respondent represents that it has satisfied itself, from its own investigation, of any and all of the requirements of this RFQ/P. Respondents are responsible for ensuring that the responses to this RFQ/P are compliant with all applicable federal, State and local laws, regulations and ordinances.

Borough Not Responsible for Respondent's Costs and/or Disclosures

The Borough will not be responsible for any expenses in the preparation of and/or presentation of the proposals and oral interviews, and otherwise in connection with the participation in this process. Each Proposal and all information required to be submitted in accordance with this RFQ/P, shall be prepared at the sole cost and expense of the Respondent. There shall be no claims whatsoever against the Borough, its staff, or its consultants for reimbursement of any costs or expenses incurred by the Respondent in the preparation of the Proposal or of other information required by the RFQ/P.

In addition, the Borough will not be responsible for the disclosure, if any, of any information or material received in connection with this RFQ/P, whether by negligence or otherwise. Once submitted, all information submitted by Respondents will be considered the property of the Borough and therefore public documents. Proprietary and confidential financial information, if identified as such, will not be disclosed, as permitted by law.

Communications

All communications concerning this RFQ/P, including any questions or requests for additional information shall be addressed in writing by email to Sharon McCullough, Administrator, at smccullough@haddonfield-nj.gov with a copy to mjessup@msbnj.com. To the extent that any questions may require clarification or information in addition to that contained in this RFQ/P, a written copy of both the question and the answer will be emailed to all Respondents who have requested an official copy of the RFQ/P and have provided an email address to receive such correspondence in accordance with Section VI (D) herein. If a Respondent downloads this RFQ/P from the Borough website they must also complete the Download Notification Form on the website.

Completeness

It shall be the sole discretion of the Borough to determine whether a Proposal is complete, meets all requirements of this RFQ/P, and is responsive to the RFQ/P.

Proposal Documents

Each Respondent should inspect its copy of the RFQ/P to ensure that a complete set of proposal documents, including attachments, are included. If a Respondent discovers that its copy of the RFQ/P is incomplete, the Respondent should notify Sharon McCullough, Administrator, immediately by email at smccullough@haddonfield-nj.gov. The Borough will make reasonable arrangements with the Respondent to provide any missing document(s). The Borough, its officials, staff and consultants shall not be responsible for any errors, omissions, incomplete submissions or misinterpretations resulting from a Respondent's use of an incomplete set of proposal documents in preparing or submitting its proposal.

Disposal

Unless withdrawn in accordance with the terms hereof, all responses to this RFQ/P shall become the property of the Borough and will not be returned. At the conclusion of the procurement process, the Borough may dispose of any and all copies of responses received in an appropriate manner. However, prior to such disposal, the Borough will use its best efforts to prevent the unauthorized disclosure of proprietary information, provided same is properly identified. In no event will the Borough be liable for any loss, damage or injury which may result from any disclosure or use of marked data or other information contained in the responses.

Terms and Conditions

By responding to the RFQ/P, the Respondent acknowledges and consents to the following additional terms and conditions:

- (i) The issuance of this RFQ/P is not intended to, and shall not be construed to commit the Borough to execute any agreements or any portion thereof;
- (ii) The issuance of this RFQ/P is not intended to, nor shall be construed to form any joint venture between the Borough or any Respondent to this RFQ/P.
- (iii) Neither the Borough nor any of its officials, staff, agents, or consultants will be liable for any claims or damages resulting from the solicitation or collection of Proposals, nor will there be any reimbursement to any Respondent for the cost of preparing the Proposal or for participating in the RFQ/P process.
- (iv) By submitting a Proposal in response to the RFQ/P, the Respondent accepts and consents to the process selected and implemented, and waives any and all claims as to this process;
- (v) All Proposals will become the property of the Borough and will not be returned.

FTP Site Documents

As of the date of issuance, the following documents are available to interested Respondents on the FTP Site:

- (i) Redevelopment Plan;
- (ii) Phase 1 Environmental Site Assessment;
- (iii) Remington & Vernick Engineers Unregulated Heating Oil Tank Remedial Action Report dated January 12, 2022
- (iv) NJDEP No Further Action Letter dated March 22, 2022; and
- (v) Sustainable Design Assessment.

Exhibits

Exhibit A	Map of the Property
Exhibit B	Map of Bancroft Property
Exhibit C	Map of Historic Structures to Remain
Exhibit D	Cooper River Development Buffer Delineation
Exhibit E-1	Form of Respondent Information / Cover Letter
Exhibit E-2	Form of Ownership Disclosure Statement
Exhibit E-3	Form of Pay-to-Play Affidavit
Exhibit E-4	Form of Non-Collusion Affidavit
Exhibit E-5	Form of Consent to Investigate
Exhibit E-6	Form of Prohibited Russia-Belarus Activities & Iran Investment Activities Certification

Exhibit A

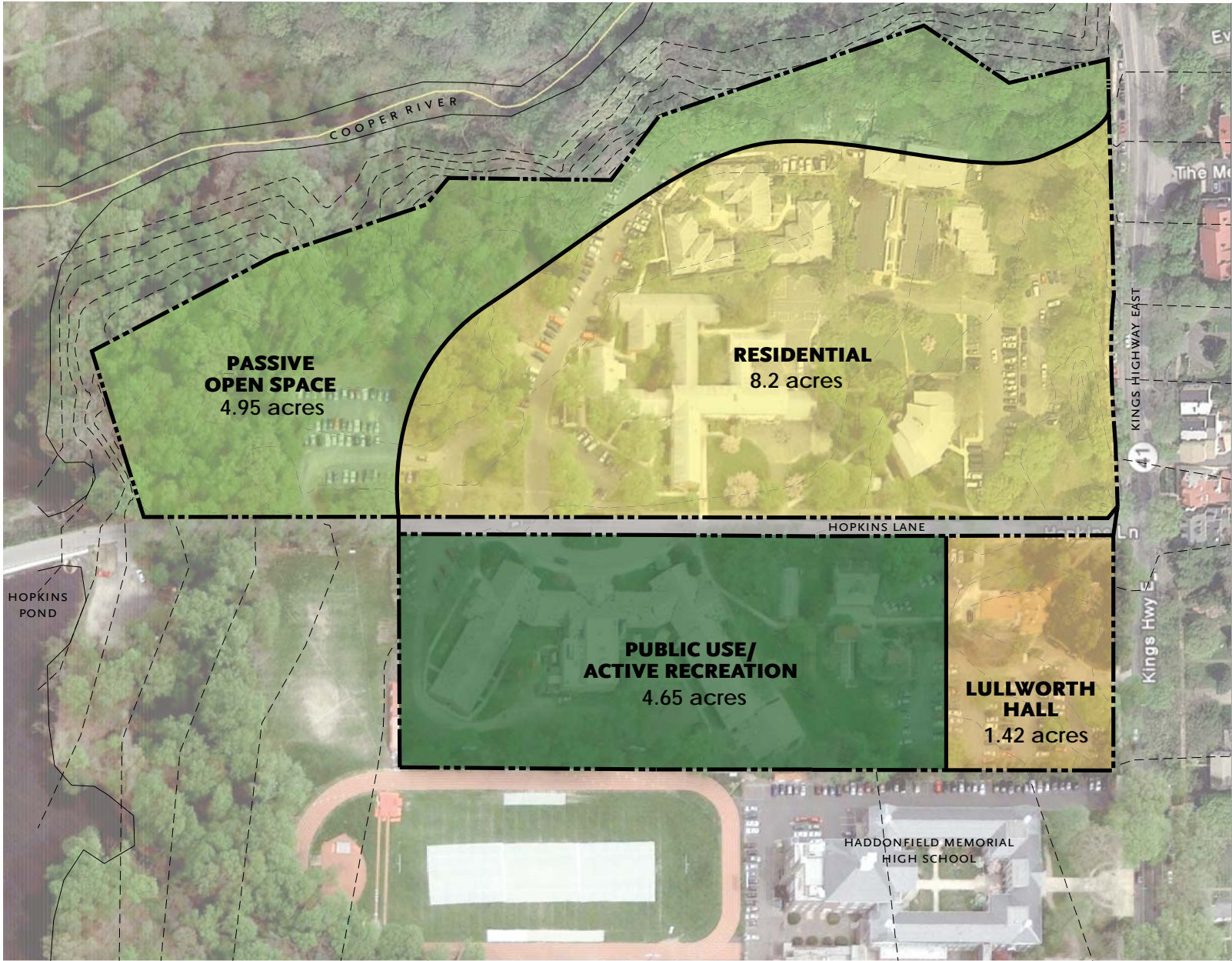
Map of the Property

[Exhibit A]

Land Use Plan

LOCATION:
Haddonfield, Camden County, NJ

DATE:
March 17, 2016



	ACRES	PERCENT
■ RESIDENTIAL	8.2	42.66%
■ LULLWORTH HALL	1.42	7.40%
■ PASSIVE O.S.	4.95	25.75%
■ PUBLIC USE/ ACTIVE REC.	4.65	24.19%
	19.22	100%



Clarke Caton Hintz ● ● ●
 Architecture
 Planning
 Landscape Architecture

Exhibit B

Map of Bancroft Property

[Exhibit B]



CONTEXT AND HISTORIC DISTRICT MAP

Bancroft Redevelopment Plan

Haddonfield Borough, NJ

March 17, 2016



1" = 100'
0' 50' 100'

Clarke Caton Hintz
Architecture
Planning
Landscape Architecture



Exhibit C

Map of Historic Structures to Remain

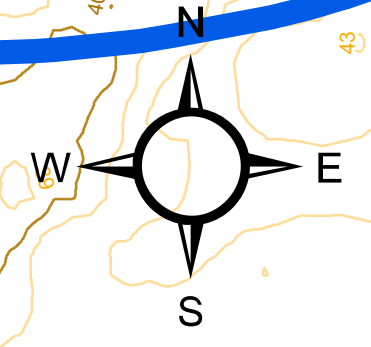
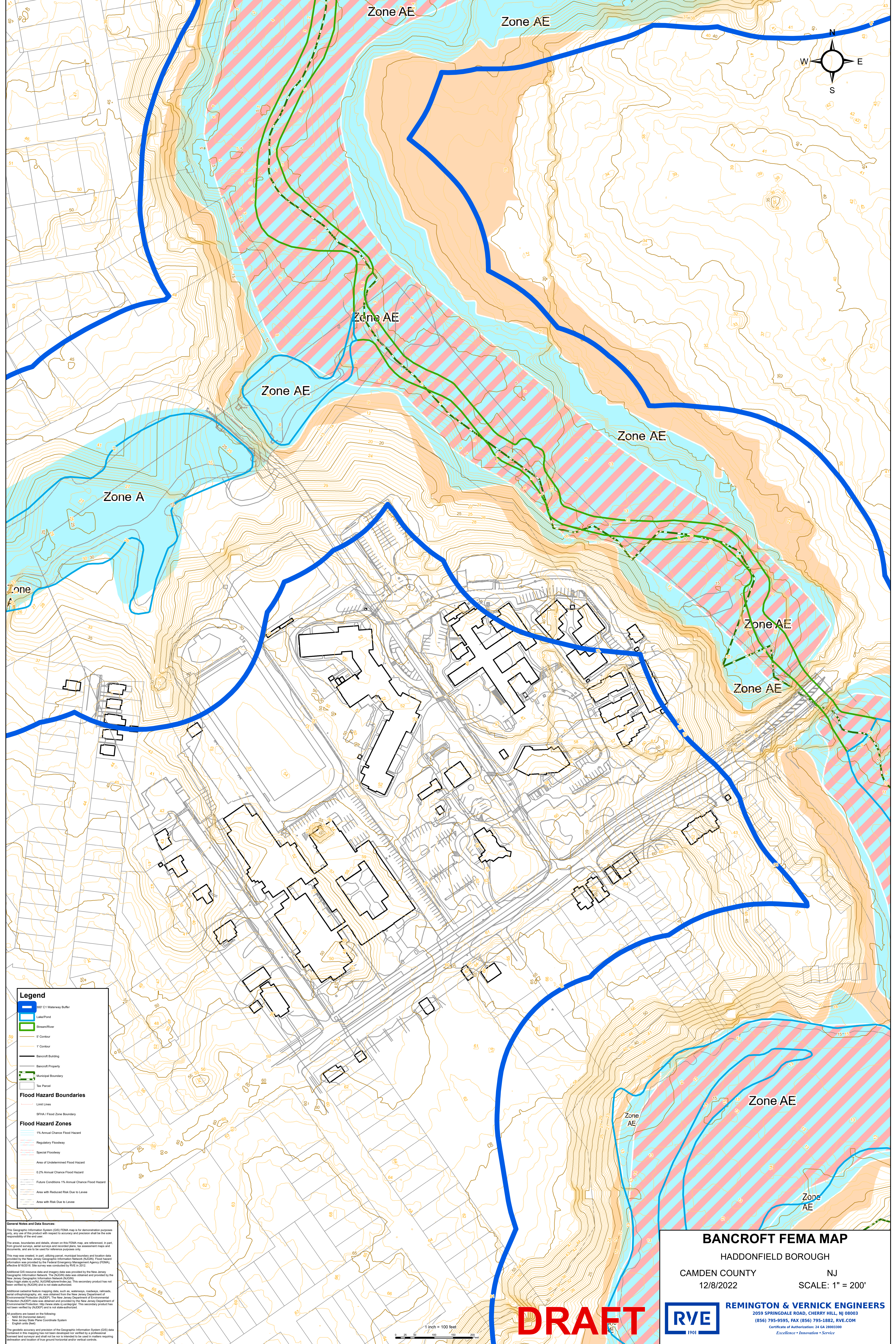
[Exhibit C]



Exhibit D

Cooper River Development Buffer Delineation

[Exhibit D]



Legend

- 300' C1 Waterway Buffer
- Lake/Pond
- Stream/River
- 5' Contour
- 1' Contour
- Bancroft Building
- Bancroft Property
- Municipal Boundary
- Tax Parcel

Flood Hazard Boundaries

- Limit Lines
- SPHA / Flood Zone Boundary

Flood Hazard Zones

- 1% Annual Chance Flood Hazard
- Regulatory Floodway
- Special Floodway
- Area of Undetermined Flood Hazard
- 0.2% Annual Chance Flood Hazard
- Future Conditions 1% Annual Chance Flood Hazard
- Area with Reduced Risk Due to Levee
- Area with Risk Due to Levee

General Notes and Data Sources:

This Geographic Information System (GIS) FEMA map is for demonstration purposes only, and use of the product with respect to accuracy and precision shall be the sole responsibility of the end user.

The areas, boundaries and details, shown on this FEMA map, are referenced, in part, from ground surveys, aerial imagery and recorded plans, tax assessment maps and documents, and are to be used for reference purposes only.

This map was created using existing parcel, municipal boundaries and location data provided by the New Jersey Geographic Information Network (NJGIN). Flood hazard information was provided by the Federal Emergency Management Agency (FEMA), effective 8/16/2018. Site survey was conducted by RVE in 2012.

Additional GIS resource data and imagery data was provided by the New Jersey Geographic Information Network. The NJGIN data was obtained and provided by the New Jersey Department of Environmental Protection (NJDEP). The New Jersey Department of Environmental Protection (NJDEP) data was obtained and provided by the New Jersey Department of Environmental Protection (NJDEP) and is not state-authorized.

Additional collateral feature mapping data, such as, waterways, roads, railroads, aerial orthophotography, etc., was obtained from the New Jersey Department of Environmental Protection (NJDEP). The New Jersey Department of Environmental Protection (NJDEP) data was obtained and provided by the New Jersey Department of Environmental Protection (NJDEP) and is not state-authorized.

All locations are based on the following:

- NAD 83 (horizontal datum)
- North American Datum of 1983 (NAD 83)
- English units (feet)

The geographic accuracy and precision of the Geographic Information System (GIS) data contained in this map shall not be deemed to be verified by a professional engineer and surveyor and shall not be relied upon for use in matters requiring determination and location of true ground horizontal and/or vertical controls.

BANCROFT FEMA MAP

HADDONFIELD BOROUGH

CAMDEN COUNTY NJ

12/8/2022 SCALE: 1" = 200'

REMINGTON & VERNICK ENGINEERS
2059 SPRINGDALE ROAD, CHERRY HILL, NJ 08003
(856) 795-9595, FAX (856) 795-1882, RVE.COM
Certificate of Authorization: 24 GA 28003300
Excellence • Innovation • Service

DRAFT

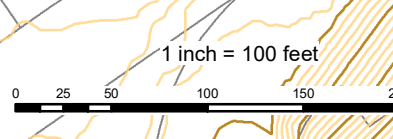


Exhibit E-1

**Borough of Haddonfield
PROPOSAL FORM E-1**

RESPONDENT INFORMATION/COVER LETTER

(To be Prepared on Respondent's Letterhead)

Date:

Respondent:

Address:

Telephone:

Contact Person:

Type of Business Entity (Corporation, Partnership, Limit Liability Company, Joint Venture, Other):

In submitting this Proposal, the Respondent warrants and represents that:

1. A. The Respondent has reviewed and understands the requirements of the Request for Qualifications/Proposals dated May 26, 2023 (the "RFQ/P") issued by the Borough of Haddonfield (the "Borough"), in connection with the redevelopment of the Property, and, if selected, the Respondent will carry out all of the provisions of a redevelopment agreement specifying the terms of the redevelopment of the Property and the rights and responsibilities of the Borough and Respondent with respect to the project described therein (the "Redevelopment Agreement").

B. All information submitted in support of the Proposal is accurate and factual and all representations made regarding the Respondents willingness and ability to carry out its obligations under the Redevelopment Agreement is true and correct.

C. The name and title of the individuals who served as the Respondents key employees or representatives responsible for preparing the Proposal and who will be responding to questions on behalf of the Respondent are set forth below:

D. If Applicable: If the Proposal is being submitted by a joint venture or more than one firm and/or organization, list the joint venture members and designate a sole Contact Person for the joint venture below:

2. The Respondent shall not share or disclose any information contained in its Proposal with any third party without first obtaining the written consent and approval of the Borough.

3. Except to the extent expressly disclosed in the Proposal, there have been no material changes in the financial status of the Respondent since the date of the most recent financial data (including Forms 10-K, 10-Q and 8-K, if applicable) submitted as part of the response to this

RFQ/P and such financial information and data fairly and accurately reflects the financial position of the Respondent as of the date of submission of the Proposal

4. The Proposal has been duly authorized by any corporate or other action of the Respondent, and is in all respect binding upon, the Respondent. The Proposal is authorized to be prepared and submitted under and in accordance with the provisions of the documents and/or agreements which govern the Respondents business activities.

5. There is no action, suit or proceeding, at law or in equity, before or by any court or similar governmental body or arbitration/dispute resolution tribunal against the Respondent, its officers, directors and/or +1% shareholders, wherein any unfavorable decision, ruling or finding would adversely affect the ability of the Respondent to carry out the duties and obligations imposed upon it in the Redevelopment Agreement.

6. The Respondent is duly organized and validly existing in good standing and is duly qualified to transact business in each and every jurisdiction where such qualification is required to enable the Respondent to perform its obligations under this RFQ/P and the Redevelopment Agreement. Execution of the Redevelopment Agreement and the Performance of all obligations thereunder have been authorized by all required action of the Respondent, including any action required by any charter, by-law, and/or agreement, as the case may be and any applicable laws which regulate the conduct of the Respondents affairs. Submittal of the Proposal and execution of a Redevelopment Agreement and the performance of all obligations set forth therein do not conflict with and do not constitute a breach of or event of default under any charter, by-laws and/or agreement as the case may be, of the Respondent or any agreement, indenture, mortgage, contract or instrument to which the Respondent is a party or by which it is bound so that, upon execution hereof and upon satisfaction of the conditions therein contained, a Redevelopment Agreement will constitute the valid, legally binding obligations of the Respondent, enforceable in accordance with its terms, except to the extent that enforcement thereof is limited by applicable bankruptcy, insolvency, reorganization, moratorium or other laws relating to or limiting creditors' rights generally and the application of the general principles of equity.

7. No corporation, partnership, individual or association, officer, director, employee, manager, parent, subsidiary, affiliate or principal shareholder of the Respondent has been charged or adjudicated to be in violation of any state or federal law, or charged with or convicted of bribery, fraud, collusion, or any violation of any state or federal anti-trust or similar statute within the preceding five (5) years, or previously adjudged in contempt of any court order enforcing such laws.

8. The Respondent is not currently in breach of or in default of any agreement, or any other applicable Federal, state and local laws and regulations that are necessary for or relate to the Respondent's ability to perform its obligations under the Redevelopment Agreement.

9. In the event that a joint venture or other relationship has been formed for purposes of submittal of a Proposal, the Contact Person identified in Paragraphs 1(D) above shall serve as the sole Contact Person for the joint venture or entity. As such, the Borough shall be obligated to provide information, Addenda to the RFQ/P and other documentation only to such Contact Person.

10. The Respondent agrees to participate in good faith in the procurement process described in the RFQ/P (including, without limitation, the negotiations of the Redevelopment Agreement, if required and as permitted by applicable law) and to adhere to the Borough's procurement schedule. The Respondent acknowledges and agrees that submittal of its Proposal constitutes a waiver of any challenge or contest that the Respondent might have with respect to the Borough's action under and furtherance of the transactions contemplated by this RFQ/P, the Redevelopment Agreement.

11. The Respondent acknowledges that all costs incurred by it in connection with the preparation and submission of the Proposal, and any negotiation which results there from (if required and as permitted by applicable law), shall be borne exclusively by the Respondent.

12. The Respondent hereby declares that the only persons or firms participating as Principals are named in the Proposal and that no person or firm other than those named in the Proposal will have any participation as Principals in the Proposals or the Redevelopment Agreement, if executed. Additional persons or firms may subsequently be included as participating Principals upon the provisions of written notice to the Borough.

13. The Respondent acknowledges and agrees that the Borough may modify, amend, suspend, and/or terminate the procurement process (in its sole judgement). The Borough shall not have any liability to the Respondent for any costs incurred by the Respondent with respect to the procurement activities described in this RFQ/P.

14. The Respondent acknowledges and agrees that any contract executed with respect to the transactions contemplated by this RFQ/P (including specifically and without limitation, a Redevelopment Agreement) must comply with all applicable affirmative action and similar laws. Respondent hereby agrees to take such actions as are required in order to comply with such applicable law.

15. The Respondent has executed proposal Form A-5 and, as such, the Borough (and/or its designees and agents) shall have the right to contact any person and/or review any documentation (Subject to reasonable agreements as to maintenance of confidentiality) as may be required by the Borough to conduct any due diligence activities relating to the Respondent.

16. The Respondent acknowledges receipt of all Addenda to this RFQ/P, if any.

[NAME OF RESPONDENT]

By:
Name:
Title:

**Exhibit E-2
Borough of Haddonfield
PROPOSAL FORM E-2**

OWNERSHIP DISCLOSURE STATEMENT

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

NAME

ADDRESS

(Signature of President or Authorized Officer)

(Date)

(Name of Partnership or Corporation)

(Print Name and Title)

(Address)
ATTEST:

(Signature of Secretary or Assistant Secretary)

(Print Name and Title)

[Seal]

NOTE: SUBMIT SIMILAR STATEMENT FOR EACH MEMBER OF JOINT VENTURE

If the Respondent on the Agreement is neither a corporation nor a partnership, please sign below.

(Signature of Owner)

(Date)

Exhibit E-3
Borough of Haddonfield
PROPOSAL FORM E-3

PAY-TO-PLAY AFFIDAVIT

AFFIDAVIT OF COMPLIANCE WITH N.J.S.A. 19:44A-20.4, 20.5, ET SEQ.

State of _____

County of _____

I, _____ (Name of Professional Business Entity if a corporation or name of officer making affidavit) being duly sworn affirm that I am aware of the provisions of N.J.S.A. 19:44A-20.4, 20.5, et seq.

I further declare that neither the professional business entity with which I am associated nor I have made any contribution of money or anything of value including in kind contributions at any time within the past year to any Borough of Haddonfield candidate for Commissioner or political party committee or their intermediaries including, but not limited to a Camden County political party committee that has, to our knowledge, contributed to any candidate for Haddonfield Commissioner.

I further declare that I am aware that if it is determined that such contributions have been made that it will be deemed as a material breach of any professional services agreement that I have entered into with the Borough of Haddonfield and that I may be subject to penalties as may be provided by law.

Signature of Person Making Affidavit _____

Sworn and subscribed to before me this day of ____ / ____ /2023

My Commission expires on _____ / _____ / _____

Exhibit E-4
Borough of Haddonfield
PROPOSAL FORM E-4

NON-COLLUSION AFFIDAVIT

STATE OF _____)

:SS

COUNTY OF _____)

I, _____, of _____ (name of municipality where Respondent is located) 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 _____ (TITLE) of _____ (NAME OF RESPONDENT), the Respondent making the proposal to the Borough of Haddonfield (the "Borough") in connection with the purchase and development by the Respondent of certain real property in the Borough of Haddonfield, Camden County, New Jersey as such terms are defined in the Request for Qualifications/Proposals, dated May 26, 2023.

1. I executed the Proposal with full authority to do so.

2. The Respondent has not, directly or indirectly, entered into any agreement, participated in any collusion or otherwise taken any action in restraint of free competition in connection with the Proposal for the purchase and development of certain real property in the Borough of Haddonfield, Camden County, New Jersey.

3. All Statements contained in the Proposal and in this Affidavit are true and correct, and made with full knowledge that the Borough relies upon the truth of the statements contained in the Proposal and in the statements contained in this Affidavit in awarding a Redevelopment Agreement for the development of certain real property in the Borough of Haddonfield, Camden County, New Jersey.

4. No person or selling agency has been employed or retained to solicit or secure agreement by the Borough to award a Redevelopment Agreement to the Respondent, upon an agreement or understanding, for a commission, percentage, brokerage or contingent fee, except bona fide employees or bona fide established commercial or selling agencies maintained by the Respondent for the purpose of securing business.

(Name of Respondent)

BY: _____
(Signature of Duly Authorized Representative)

Name: _____

Title: _____

Subscribed and sworn to before me this _____ day of _____, 2023

(Notary Public)

My commission expires _____

Exhibit E-5
Borough of Haddonfield
PROPOSAL FORM E-5

CONSENT TO INVESTIGATE

The Respondent (including its officers, directors, principals and partners) hereby gives its consent to the Borough of Haddonfield (the Borough"), and its authorized representatives, to investigate and verify all information contained in the Proposal submitted herewith in response to the Request for Qualifications/Proposals (RFQ/P), dated May 26, 2023 issued by the Borough with respect to the Respondents eventual purchase and development of certain real property in the Borough of Haddonfield, Camden County, New Jersey, as defined in the RFQ/P. Such consent shall include information concerning the Respondent (including its principals and partners) maintained by state and/or federal regulatory agencies, including financial and law enforcement agencies. The Respondent (including its principals and partners) agrees that all financial institutions, law enforcement agencies, and regulatory agencies are authorized to release information verifying those representations and/or submissions made by the Respondent (including its principals and partners). The Respondent (including its principals and partners) further gives its consent to the Borough and/or its authorized representatives to inspect all premises or facilities owned and/or operated by the Respondent (including its principals and partners) and relevant records of the Respondent (including its principals and partners) in order to verify information contained in the Proposal.

The Respondent (including its principals and partners) agrees that a photocopy of this Consent to Investigation may be accepted by any agency or institution in lieu of the original.

(NAME OF RESPONDENT)

By: _____

Name: _____

Title: _____

Exhibit E-6
Borough of Haddonfield
PROPOSAL FORM E-6

Prohibited Russia-Belarus Activities & Iran Investment Activities Certification

Prohibited Russia-Belarus Activities & Iran Investment Activities

Person or Entity

Part 1: Certification

COMPLETE PART 1 BY CHECKING ONE OF THE THREE BOXES BELOW

Pursuant to law, any person or entity that is a successful bidder or proposer, or otherwise proposes to enter into or renew a contract, for goods or services must complete the certification below prior to contract award to attest, under penalty of perjury, that neither the person or entity, nor any parent entity, subsidiary, or affiliate, is identified on the Department of Treasury's Russia-Belarus list or Chapter 25 list as a person or entity engaging in prohibited activities in Russia, Belarus or Iran. Before a contract for goods or services can be amended or extended, a person or entity must certify that neither the person or entity, nor any parent entity, subsidiary, or affiliate, is identified on the Department of Treasury's Russia-Belarus list. Both lists are found on Treasury's website at the following web addresses:

<https://www.nj.gov/treasury/administration/pdf/RussiaBelarusEntityList.pdf>
www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf

As applicable to the type of contract, the above-referenced lists must be reviewed prior to completing the below certification.

A person or entity unable to make the certification must provide a detailed, accurate, and precise description of the activities of the person or entity, or of a parent entity, subsidiary, or affiliate, engaging in prohibited activities in Russia or Belarus and/or investment activities in Iran. The person or entity must cease engaging in any prohibited activities and provide an updated certification before the contract can be entered into.

If a vendor or contractor is found to be in violation of law, action may be taken as appropriate and as may be 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 party.

CONTRACT AWARDS AND RENEWALS



I certify, pursuant to law, that neither the person or entity listed above, nor any parent entity, subsidiary, or affiliate appears on the N.J. Department of Treasury's lists of entities engaged in prohibited activities in Russia or Belarus pursuant to P.L. 2022, c. 3 or in investment activities in Iran pursuant to P.L. 2012, c. 25 ("Chapter 25 List"). I further certify that I am the person listed above, or I am an officer or representative of the entity listed above and am authorized to make this certification on its behalf. (Skip Part 2 and sign and complete the Certification below.)

CONTRACT AMENDMENTS AND EXTENSIONS



I certify, pursuant to law, that neither the person or entity listed above, nor any parent entity, subsidiary, or affiliate is listed on the N.J. Department of the Treasury's lists of entities determined to be engaged in prohibited activities in Russia or Belarus pursuant to P.L. 2022, c. 3. I further certify that I am the person listed above, or I am an officer or representative of the entity listed above and am authorized to make this certification on its behalf. (Skip Part 2 and sign and complete the Certification below.)

IF UNABLE TO CERTIFY



I am unable to certify as above because the person or entity and/or a parent entity, subsidiary, or affiliate is listed on the Department's Russia-Belarus list and/or Chapter 25 Iran list. I will provide a detailed, accurate, and precise description of the activities as directed in Part 2 below, and sign and complete the Certification below. Failure to provide such will prevent the award of the contract to the person or entity, and appropriate penalties, fines, and/or sanctions will be assessed as provided by law.

Part 2: Additional Information

PLEASE PROVIDE FURTHER INFORMATION RELATED TO PROHIBITED ACTIVITIES IN RUSSIA OR BELARUS AND/OR INVESTMENT ACTIVITIES IN IRAN.

You must provide a detailed, accurate, and precise description of the activities of the person or entity, or of a parent entity, subsidiary, or affiliate, engaging in prohibited activities in Russia or Belarus and/or investment activities in Iran in the space below and, if needed, on additional sheets provided by you.

Part 3: Certification of True and Complete Information

I, being duly sworn upon my oath, hereby represent and state that the foregoing information and any attachments there, 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 Borough of Haddonfield is relying on the information contained herein and hereby acknowledge that I am under a continuing obligation from the date of this certification through the completion of any contracts with the Borough of Haddonfield to notify the Borough of Haddonfield 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. 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 Borough of Haddonfield and that the Borough of Haddonfield at its option may declare any contract(s) resulting from this certification void and unenforceable.

Full Name (Print)		Title	
Signature		Date	