



NJCU FOUNDATION



**Request for Proposals
Hotel Developers
RFP #17-008F**

**Issuance Date: 3/13/2017
Bid Opening: 4/13/2017**

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1. INFORMATION FOR BIDDERS

1.1 BACKGROUND

The New Jersey City University Foundation, Inc. (“Foundation”) is a non-profit organization that advances the mission of New Jersey City University as it evolves itself into a nationally recognized leader in urban public education while maintaining its commitment to transforming the lives and livelihoods of its diverse student community. The Foundation is committed to securing philanthropic funding through the identification and pursuit of private gifts, grants and endowments.

The Foundation is 501(c) (3) tax-exempt organization and acts primarily as a fund-raising entity to supplement the resources available to New Jersey City University and its Board of Directors. Gifts made through the Foundation are deductible for federal income, gift, and estate tax purposes. Donor generosity is essential to enhance the core disciplines, encourage interdisciplinary research and put academic excellence to work in contributing to the New Jersey City University community as a whole.

The Foundation reports under Financial Accounting Standards Board (FASB) standards, including FASB Statement No. 116 and 117, “Accounting for Contributions” and “Financial Statements of Not-for-Profit Organizations”, respectively, and has a June 30th year end.

1.2 PURPOSE AND INTENT

New Jersey City University Foundation Inc. (“Foundation”) is issuing this document, a Request for Proposals (“RFP”) with the intent to negotiate and execute a Development Agreement and Ground Lease (the “Agreement”) with a private developer (the “Developer”) for the development and operation of a hotel (the “Hotel”) at a designated site (the “Site”) located on its main campus in Jersey City. The Site is the current Grossnickle Hall building and surrounding adjacent land, which will be further delineated by metes and bounds to be set forth in the Agreements. The Agreements will stipulate that:

- a. The Foundation will triple-net lease the Site to the Developer for an initial fifty (50) year term with an option to renew for an additional forty-eight (48) year term, at an initial rent and escalation provision to be proposed by the Developer and accepted by the Foundation;

- b. The Developer will assume full financial and administrative responsibility for the planning; design; acquisition of all federal, state, county, and municipal approvals; acquisition of all required equity and debt financing (to be subordinate to the Ground Lease); on-campus construction, reconstruction, repair, alteration, improvement, extension, management, and operation of the Hotel and adjacent parking structure;
- c. The Developer will secure a globally prominent flag hotel chain (the “Flag”) to brand and operate the Hotel.
- d. The Developer will provide the Foundation, in a mutually agreeable space within the Hotel, an assembly or lecture hall space for its exclusive use to replace the like space currently located in Grossnickle Hall; such space will have the same seating capacity as the current Grossnickle Hall assembly space.
- e. The Developer will design and construct, but only if requested by the Foundation to do so, facilities within the Hotel to house a hospitality program, which program may include hotel management and culinary courses (the “Program”), and will assist the Foundation in the initiation and organization of the Program; such facilities to be leased from the Developer by the Foundation for a term and at an annual rent proposed by the Developer and accepted by the Foundation;
- f. The Hotel and parking structure must be financed entirely by the private Developer (and be subordinate to the Ground Lease) with no Foundation guaranties of either financing or occupancy levels and independent of whether or not the Foundation engages the Developer to provide facilities to house the Program as set forth in paragraph (e) above; and the Foundation shall retain full ownership of the land upon which the Hotel and adjacent parking structure are located.

This document is a Request for Proposals (“RFP”) from qualified hotel developers interested in entering into the Agreements as described above and herein for the development and operation of the Hotel to be located at the Site.

The Foundation will evaluate all proposals and associated qualification statements in response to the RFP. The Foundation may or may not choose to interview one or several respondents that are under consideration. Any such interview(s) will be at the Foundation’s sole discretion. The Foundation will then select the Developer and negotiate the Agreements between the Foundation and the Developer for the development and operation of the Hotel as described herein.

The selected Developer will demonstrate flexibility in accommodating new and changing requirements, while providing reliable customer service and proven service performance. The Foundation reserves the right to add or delete items from the Agreements with written notice. New or additional items may be added with prior written notice from the Foundation with terms and conditions to be mutually agreed upon by the Foundation and the selected Developer.

The Foundation assumes no responsibility for the completeness or the accuracy of any information presented in this RFP, or otherwise distributed or made available during this procurement process, except as expressly stated to the contrary. Without limiting the generality of the foregoing, the Foundation will not be bound by or be responsible for any explanation or interpretation of the proposed documents other than those prepared in writing. In no event may a respondent to this RFP rely on any oral statement made by the Foundation or any of New Jersey City University's agents, employees, advisors or consultants.

Should a respondent find discrepancies in or omissions from this RFP and related documents, the respondent shall immediately notify the Foundation, in writing, and a written addendum or bulletin of instructions, if necessary, will be mailed or delivered to each respondent.

The Foundation considers any information which it may have provided either orally or in writing prior to the issuance of this RFP, to be preliminary in nature and the Foundation shall not be bound by such information.

The Foundation's obligation is contingent upon the availability of funds.

1.2.1 CONTRACT TERMS

New Jersey City University Foundation, Inc. intends to award the contract for an initial fifty (50) year term with an option for an additional forty-eight (48) year term.

1.2.2 SUPPLIER DIVERSITY

New Jersey City University Foundation, Inc. recognizes the importance of supplier diversity in its procurement practices. The Foundation is committed to contracting with qualified suppliers from all parts of the business community in procuring needed goods and services. By encouraging the participation of Small Business Enterprises (SBEs), Minority Business Enterprises (MBEs) and Women Business Enterprises (WBEs), collectively SMWBEs, in the procurement process, the Foundation

strengthens contracting opportunities for SMWBEs, while at the same time providing a value added strategy that increases competition to ensure that the Foundation's funds are maximized.

1.3 SOLICITATION SCHEDULE

EVENT	DATE
RFP Issued	March 13, 2017
Questions Due from Bidders	March 20, 2017
Foundation's Response to Bidders with advertised Addendum #1	March 27, 2017
Bid Proposals Due	April 13, 2017, by 2:00pm

1.3.1 QUESTION AND ANSWER PERIOD

Inquiries regarding this RFP must be submitted in writing and can either be e-mailed to Edie DelVecchio, edelvechio@njcu.edu and Amanda McGee, amcgee@njcu.edu or faxed to 201-200-3238.

The cut-off date for questions and inquiries relating to this RFP is indicated on the solicitation schedule, section 1.3. Addendum to this RFP, if any, will be posted on the Bidding Opportunities webpage and emailed to anyone who downloaded the bid on and after the date per 1.3 Solicitation Schedule

No telephone calls will be permitted.

1.3.2 SUBMISSION OF BID PROPOSAL

In order to be considered for award, the bid proposal must be received by Procurement Services at the appropriate location by the required time in a sealed envelope. The date and time is indicated on the cover sheet. To respond to this proposal, vendors should:

Submit one (1) hard copy marked original, three (3) additional hard copies, and one (1) digital copy on either CD or flash drive of its proposal in accordance with the bid submission deadline contained herein, which must be received no later than **2:00 PM on April 13, 2017** to the following location:

New Jersey City University Foundation Inc.
2039 J.F. Kennedy Blvd.
Jersey City, NJ 07305
Procurement Services Department
Hepburn Hall, Room 111
Attention: Edie DelVecchio
Assistant Vice President of Business Services

Responses received after this time and date will not be considered. E-mailed and/or faxed proposals will not be accepted. The Foundation is not responsible for lost or misdirected documents. Bids must be enclosed in a sealed envelope/package bearing the name of the Bidder and **RFP # 17-008F** clearly marked on the outside of the envelope.

The prospective bidder assumes sole responsibility for submitting a complete bid proposal in response to this RFP. No special consideration will be given after bid proposals are opened because of a bidder's failure to comply with all requirements of the RFP.

1.4 ADDITIONAL INFORMATION

1.4.1 BIDDER RESPONSIBILITY

The Foundation assumes no responsibility for the completeness or the accuracy of any information presented in this RFP, or otherwise distributed or made available during this procurement process, except as expressly stated to the contrary. Without limiting the generality of the foregoing, the Foundation will not be bound by or be responsible for any explanation or interpretation of the proposed documents other than those prepared in writing. In no event may a Proposer to this RFP rely on any oral statement made by the Foundation or any of New Jersey City University's agents, employees, advisors or consultants.

Should a Proposer find discrepancies in or omissions from, this RFP and related documents, the Proposer shall immediately notify the Foundation, in writing, and a written addendum of instructions, if necessary, will be emailed to each Proposer. Every Proposer requesting an interpretation of this RFP will be responsible for delivering such requests to the Foundation in writing and within the time limit set forth in Section 1.3

The Foundation considers any information which it may have released either orally or in writing prior to the issuance of this RFP to be preliminary in nature and the Foundation shall not be bound by such information.

Proposers should satisfy themselves, by personal investigation and any other means they deem necessary, as to the conditions affecting the proposed Project and the cost thereof. Proposers are solely responsible for conducting their own independent research and due diligence for their preparation of the Proposals and the subsequent delivery of services under the Project Documents.

1.4.2 COST LIABILITY

The Foundation assumes no responsibility and bears no liability for cost incurred by a bidder in the preparation and submittal of a bid proposal in response to this RFP.

1.4.3 PRICE ALTERATION

Bid prices must be typed or written in ink. Any price change (including "white-outs") must be initialed. Failure to initial price changes shall preclude a contract award from being made to the bidder.

1.4.4 BID ERRORS

A bidder may request that its bid proposal be withdrawn prior to bid opening. Such a request must be made, in writing, to the Assistant Vice President of Business Services. If the request is granted, the bidder may submit a revised bid proposal as long as the revised bid proposal is received prior to the announced date and time for the opening of the bid proposals and at the place specified.

If, after the opening of bid proposals but before contract award, a bidder discovers an error in its bid proposal, the bidder may make written request to the Assistant Vice President of Business Services for authorization to withdraw its bid proposal from consideration for award. Evidence of the bidder's good faith in making this request shall be used in making the determination. The factors that will be considered are that the mistake is so significant that to enforce the contract resulting from the bid proposal would be unconscionable; that the mistake relates to a material feature of the contract; that the mistake occurred notwithstanding the bidder's exercise of reasonable care; and that the Foundation will not be significantly prejudiced by granting the withdrawal of the bid proposal.

If, during the evaluation of bid proposals received, an obvious pricing error made by a potential contract awardee is found, the Foundation's Contract Administrator shall issue written notice to the bidder. The bidder will have five days after receipt of the

notice to confirm its pricing. If the bidder fails to respond, its bid proposal shall be considered withdrawn, and no further consideration shall be given it.

If it is discovered that there is an arithmetic disparity between the unit price and the total extended price, the unit price shall prevail. If there is any other ambiguity in the pricing other than a disparity between the unit price and extended price and the bidder's intention is not readily discernible from other parts of the bid proposal, the Contract Administrator may seek clarification from the bidder to ascertain the true intent of the bid proposal.

2. SCOPE OF WORK

The Foundation hereby requests the submission of proposals and qualifications from interested hotel Developers in connection with its plans to ground lease the Site for the development and operation of the Hotel.

The Site is the current Grossnickle Hall building and surrounding adjacent land, which will be further delineated by metes and bounds to be set forth in the Agreements

Please refer to the Campus Map attached hereto as Exhibit 1.

The Site has been designated for the development of (a) the Hotel; or (b) the Hotel in conjunction with facilities to house the Program; and (c) integral structured parking.

To the extent that the Foundation requests the Developer to provide facilities to house the Program, the Developer will cooperate with the Foundation in securing the required support from the Flag and/or the cruise ship industry located in nearby Bayonne. It is contemplated that the Program would function under the auspices of the New Jersey City University's School of Business. Moreover, it has been envisaged that the Program could be a joint undertaking of the Foundation in partnership with another institution having a robust culinary arts curriculum; in which case the Developer will cooperate with the Foundation in establishing such a joint undertaking.

The Developer will construct structured parking adjacent to the Hotel sufficient to meet the needs of the Hotel and, if requested, to meet the needs of the Program.

Respondents to this RFP must be prepared to submit, prior to the commencement of construction of the Hotel and adjacent structured parking, the following documents:

- a. A long-range maintenance plan that must specify the expenditures that qualify as an appropriate investment in maintenance. All contracts to implement a long-range maintenance plan must have a project labor agreement that complies with laws regarding public works, contracts, and printing, contained in N.J.S.A. 52:38-1 et seq.;
- b. A project labor agreement for the construction projects that complies with laws regarding public works, contracts, and printing, contained in N.J.S.A. 52:38-1 et seq.;

- c. Proof that the Developer has posted a bond guaranteeing prompt payment to the contractor, subcontractor, and all people supplying materials or labor to the project;
- d. Certified copies of all permits and approvals required to commence construction. It is the Developer's sole responsibility to obtain the necessary approvals;
- e. All financial documentation: including but not limited to, a narrative describing the financing structure of the project, budgets that include a sources and uses statement and operating pro forma, and any legally binding financing commitments;
- f. A project schedule for completing the project that includes, but is not limited to, the current status of the project, major milestones, and next steps.

2.1 ADDITIONAL WORK

Should additional work be required, which is beyond the scope of this RFP but is related to the overall contract, the vendor will be requested to submit a written proposal and upon approval, a purchase order will be issued to authorize the work.

3. RFP SUBMISSION DELIVERABLES

3.1 ORGANIZATIONAL SUPPORT AND EXPERIENCE

This section shall contain all pertinent information relating to bidder's organization, personnel and experience that would substantiate the firm's qualifications and capabilities to perform the service required by the scope of this RFP. Please provide all the information requested, and tabbed as follows:

- 3.1.1 Provide the firm name, address and the names, contact information (addresses, telephone and facsimile numbers and e-mail addresses), relevant experience and proposed roles of those individuals who will be directly responsible for serving the Foundation on a day-to-day basis.
- 3.1.2 Type of business entity (corporation, limited liability company, partnership, proprietorship);
- 3.1.3 Narrative describing mission and history of the firm, including year founded, approximate size and value of real estate assets developed, owned, and/or managed;
- 3.1.4 Provide a list of all clients lost within the last three years which includes:
 - a) A contact name and telephone number
 - b) Length of service at the account
 - c) Reason for the loss
- 3.1.5 Describe any pending, concluded or threatened litigation, administrative proceedings or federal or state investigations or audits, subpoenas or other information requests of or involving your firm or owners, principals or employees of your firm for the past five (5) years. Describe the nature and status of the matter and the resolution, if concluded. List any sanctions or penalties brought against your firm or any of its personnel (including suspension or debarment) imposed on your firm or any of its personnel by any regulatory or licensing agencies. Please include a description of the reasons for the sanction or penalties and whether such sanctions or penalties are subject to appeal. Please describe any potential conflict that may affect your service to the Foundation.

- 3.1.6 Information sheets for similar completed development projects that Developer feels are relevant to its response, describing each such project qualitatively and furnishing quantitative information such as size (sf), stories, units, development cost, etc., including if applicable, a description of projects of similar magnitude with other universities;
- 3.1.7 Curricula vitae of firm owners, directors, officers, and other principal employees;
- 3.1.8 Narrative citing relationships with prospective flag hotel chains;
- 3.1.9 List of Developer's open contracts and the total amount outstanding on said contracts;
- 3.1.10 Evidence of the Developer's ability to finance the development, operation, construction, and planning of the project;
- 3.1.11 Evidence of the Developer's bonding capacity for the development and operation of the project;
- 3.1.12 Describe your firm's policy relative to the prohibition of discriminatory employment practices, affirmative action and equal opportunity and note the minority and female participating employees would serve the Foundation.
- 3.1.13 Provide all information as detailed in Section 5. Financial Proposal of this RFP.
- 3.1.14 Provide all Forms and Attachments as detailed in Section 4.3.1 of this RFP.
- 3.1.15 Oral Presentation - Agencies who submit a proposal in response to this RFP may be required to give an oral presentation of their proposal to representatives of the Foundation. This will provide an opportunity for the agency to clarify or elaborate on the proposal but in no way change the bidder's original proposal.

Respondents may also provide any other pertinent details relevant to its ability to meet the RFP requirements or concerning the project in general.

4. BID PROPOSAL PREPARATION AND SUBMISSION

4.1 GENERAL

The bidder is advised to read and follow all instruction contained in the RFP, and subsequent Addendums, in preparing and submitting its bid proposal.

Note: Bid Proposals shall not contain URLs (Uniform Resource Locators, i.e. the global address of documents and other resources on the World Wide Web) or web addresses. In as much as the web contains dynamically changing content, inclusion of a URL or web address in a bid response is indicative of potentially changing information. Inclusion of a URL or web address in a bid response implies that bid proposal's content changes as the reference web pages change.

4.2 BID PROPOSAL DELIVERY AND IDENTIFICATION

In order to be considered for award, the bid proposal must be received by Procurement Services at the appropriate location by the required time in a sealed envelope as per Section 1.3.2. The date and time is indicated on the cover sheet.

THE EXTERIOR OF ALL BID PROPOSAL PACKAGES ARE TO BE LABELED WITH THE RFP NUMBER, TITLE, AND THE BIDDERS NAME AND ADDRESS.

Bidders are cautioned to allow adequate delivery time to ensure timely delivery of bid proposal. Late bid proposals are ineligible for consideration.

4.3 BID PROPOSAL CONTENT

4.3.1 MANDATORY SUBMITTAL FORMS

The following forms/certificates are to be included in your Proposal Response, Attachments can be found in Appendix A:

- a) Statement of Compliance (attached)
- b) Non-Collusion Statement (attached)
- c) Disclosure of Investment Activities in Iran (attached)

- d) MacBride Principles Certification (attached)
- e) New Jersey Business Registration Certificate
- f) Request for Taxpayer Identification Number and Certification (Current W-9 Form)
- g) Supplier Form (attached)
- h) If applicable, NJ Small Business Enterprise (SBE), Woman Business Enterprise (WBE), and/or Minority Business Enterprise (MBE) Certification(s)
- i) Point of Contact Form (attached)

5. DRAFT DEVELOPMENT AGREEMENT & GROUND LEASE TERM SHEET

GROSSNICKLE HALL HOTEL SITE

Transaction Structure	<p><u>Insert Developer Name</u> (“Developer”) and the NJCU Foundation (“NJCUF”), a component unit of New Jersey City University (“NJCU”), will enter into: (i) an agreement for Developer to finance, construct, and operate a commercial hotel and to finance and construct related, integral hospitality educational program space (but only if such space is requested by NJCUF), which NJCU will operate under the auspices of its School of Business (the “Development Agreement”); (ii) a long-term ground lease (the “Ground Lease”), between NJCUF as landlord and Developer as tenant, for certain property comprising Grossnickle Hall and surrounding adjacent land, which will be further delineated by metes and bounds to be set forth in the Ground Lease; and (but only if such is requested by NJCUF) (iii) a long-term lease (the “Hospitality Program Lease”), between Developer as landlord and NJCUF as tenant, for one or more floors to house a hospitality program under the auspices of NJCU’s School of Business.</p>
The Building	<p>The Building will comprise: (i) a hotel that will operate 365 days a year and will be built to the standards of the globally prominent flag hotel chain (the “Flag”) selected by Developer and approved by NJCUF; (ii) if requested by NJCUF, one or more floors to house a hospitality program to be operated under the auspices of NJCU’s School of Business; and (iii) parking sufficient to support the proposed hotel.</p>
Submission of the Development Agreement and Ground Lease to NJCUF’s and NJCU’s Boards of Trustees for Approval	<p>NJCUF and Developer agree to work expeditiously and diligently toward the completion of final, mutually acceptable drafts of the <i>Development Agreement</i>, <i>Ground Lease</i>, and (if such is requested by NJCUF), the <i>Hospitality Program Lease</i> for submission to the NJCUF and the NJCU Boards of Trustees (the “Boards”) on or before April 30, 2017, for the Boards’ approval.</p>
Execution of the Development Agreement and Ground Lease	<p>Immediately upon the Boards’ approval of the <i>Development Agreement</i>, <i>Ground Lease</i>, and (if requested by NJCUF) the <i>Hospitality Program Lease</i>, NJCUF and Developer will execute these documents.</p>
Developer’s Initial Payment to NJCUF	<p>Immediately upon execution of the <i>Development Agreement</i>, <i>Ground Lease</i>, and (if requested by NJCUF) the <i>Hospitality Program Lease</i>, the Developer will make an initial payment to NJCUF equal to 1% of the total project cost of the Building. The Developer will not be required to make any additional payments to NJCUF pursuant to the <i>Development</i></p>

	<p><i>Agreement and Ground Lease</i> until the issuance of a temporary or permanent certificate of occupancy for the Building by the Jersey City Building Department. The aforesaid initial payment shall be applied as a credit to the Developer’s rent obligations under the <i>Ground Lease</i> until the entire amount of such payment is exhausted, at which time Developer will commence payment of rent as prescribed by the <i>Ground Lease</i>, at which time Developer will commence payment of rent as prescribed by the <i>Ground Lease</i>.</p>
Delivery Date	Developer will deliver the Building on or prior to the second anniversary of the Permit Date (as defined below).
Approvals, Permits, Financing, Etc.	<p>NJCUF and Developer will use commercially reasonable efforts to obtain all applicable zoning approvals, i.e., Hudson County and Jersey City waiver of site plan approval and submission to the Jersey City Planning Board and Hudson County Planning Board for “courtesy” reviews and public hearings; building permits; easements; equity financing; construction and permanent financing; contract rights; city, county, and state subsidies, e.g., PILOT, RAB, and ERG as may be applicable; and all other rights and consents (the “Permits”) sufficient to allow the construction and operation of the Building, no later than two years from the effective date of the <i>Development Agreement and Ground Lease</i>.</p> <p>NJCUF may, at its sole discretion, co-operate with Developer in obtaining the Permits; however, the absence of NJCUF’s cooperation shall not relieve Developer of its sole responsibility to obtain the Permits within the prescribed, two-year time period.</p>
Permit Date	The first date on which Developer possesses all Permits is the “ <i>Permit Date</i> .”
Ground Lease	<p>Concurrently with entering into the <i>Development Agreement</i>, NJCUF will enter into the <i>Ground Lease</i> with Developer (or a designated Developer affiliate). The <i>Ground Lease</i> will have an initial term of fifty (50) years commencing on the start of construction of the Building. Upon expiration of the initial term of fifty (50) years; Developer will have the option to renew the lease for an additional forty-eight (48) years.</p> <p>Rent under the <i>Ground Lease</i> will be payable as follows: as base rent (i) a lump-sum payment equal to 1% of the total project cost of the Building upon execution of the <i>Ground Lease</i>; and (ii) commencing on the issuance of a temporary or permanent certificate of occupancy for the Building, the Developer will pay NJCUF an annual base ground rent</p>

	amount equal to six percent (6%) of the appraised value of the Site as determined by an appraisal prepared by an MAI certified appraiser as of the date of the <i>Development Agreement</i> ; and as additional rent (iii) commencing on the issuance of a temporary or permanent certificate of occupancy for the Building, the Developer will pay NJCUF an additional ground rent equal to 50% of the net profits less the annual base ground rent. Net profit shall be as set forth in annual audited financial statements prepared by a certified public accounting firm. Should there be a shortfall or no net profits in a given year, the Developer would not be required to pay the additional ground rent.
Ground Lease Rent Escalation	The base ground rent will be increased in accordance with a recognized published commercial index mutually acceptable to the parties and at intervals to be agreed upon by the parties and incorporated into the <i>Ground Lease</i> .
Net Profits	The net profits will be defined as total revenue less all operating expenses, including the payback of equity at an agreed upon return of investment, and shall be as set forth in annual audited financial statements prepared by a certified public accounting firm.
Default	Developer will be deemed to be in default of the <i>Development Agreement</i> and <i>Ground Lease</i> if (i) notwithstanding the Developer's continuous, vigorous, and conscientious pursuit of all approvals, permits, and financing required to achieve the Permit Date, the Permit Date and commencement of construction do not occur prior to the second anniversary of the execution of the <i>Development Agreement</i> ; or (ii) if other than as a result of a strike, fire, flood or other agreed-upon <i>force majeure</i> , or adverse winter weather conditions, Developer fails to complete the Building and obtain a temporary or permanent certificate of occupancy prior to the second anniversary of the Permit Date.
Cures and Termination	Developer may cure any of the defaults set forth above by commencing payments of the base ground rent under the <i>Ground Lease</i> as if the Building were complete and a certificate of occupancy were issued. If other than as a result of a strike, fire, flood or other agreed-upon <i>force majeure</i> , or adverse winter weather conditions, Developer fails to complete the Building and obtain a temporary or permanent certificate of occupancy, on or prior to the second anniversary of the Permit Date, and furthermore fails to commence payments under the <i>Ground Lease</i> , the <i>Development Agreement</i> and <i>Ground Lease</i> shall automatically terminate with no liability or obligation of either party to the other, except to the

	<p>extent of any amounts previously due and owing in accordance with Developer’s curing any default(s) pursuant to (i) and (ii) above.</p>
<p>Miscellaneous Provisions</p>	<p>Developer will diligently and continuously operate the proposed hotel 365 days a year consistent with the selected brand Standards. Developer will agree to certain prohibited uses that would be deemed a nuisance, immoral, or disreputable.</p> <p>Developer will operate the proposed hotel, maintain premises in good and safe condition and good repair, and pay all operating expenditures incurred.</p> <p>Developer will maintain public liability, workers’ compensation, automobile, and hazard insurance in required amounts.</p> <p>Developer will indemnify, defend and hold NJCUF and NJCU harmless from and against all claims, demands, judgments, costs, and expenses arising out of or related to the <i>Development Agreement</i> and <i>Ground Lease</i>.</p> <p>Accept as provided below in connection with Developer’s financing, Developer may not assign the <i>Development Agreement</i> or <i>Ground Lease</i> without NJCUF’s consent, which consent shall be at NJCUF’s sole discretion.</p> <p>In connection with Developer’s financing, Developer may grant a leasehold mortgage, pledge, or conditionally assign its interest in the <i>Ground Lease</i>.</p>
<p>Exclusivity</p>	<p>From the date hereof until April 30, 2017 (the “<i>Exclusivity Period</i>”), in order to induce Developer to commit substantial financial and human resources to the development of the Building and to meet the deadline of even date to file the <i>Development Agreement</i> and <i>Ground Lease</i> for approval by the Boards, neither NJCUF nor any of its trustees, directors, officers, principals, employees, representatives, agents, or consultants shall (i) directly or indirectly, transfer any interest in or encumber the Site; (ii) except as necessary to comply with existing zoning, health or safety laws, make any material improvement to or otherwise develop the Site; and (iii) except with the Developer, solicit, initiate or participate in any discussions or negotiations or take any other action with respect to anything described in clause (i) or (ii) above.</p>

Exhibit 1. Campus Map

RFP 17-006 HOTEL DEVELOPERS FOR UNIVERSITY PLACE DEVELOPMENT EXHIBIT 1

New Jersey City University Campus Map



- | | | |
|--|--|---|
| 1. 2040 Kennedy Apartments | 8. Education and Professional Studies Building | 15. Science Building |
| 2. A. Harry Moore Laboratory School | 9. Fries Hall | 16a. University Academy Charter High School |
| 3. George Kamoutsos Arts and Sciences Hall | 10. Grossnickle Hall | 16b. West Side Theatre |
| 4. Vodra Hall | 11. Hepburn Hall | 16c. Business Development Incubator |
| 5. Co-op Dormitory | 12. John J. Moore Athletics and Fitness Center | 17. Visual Arts Building |
| 6. College Street Houses | 13. Michael B. Gilligan Student Union | 18. Facilities and Construction Management Building |
| 7. Congressman Frank J. Guarini Library | 14. Rossey Hall | 19. Thomas M. Gerrity Athletic Complex |

Appendix A – Required Forms/Certificates

STATEMENT OF COMPLIANCE

1. We, the Undersigned, acting through its authorized officers and intending to be legally bond, agree that this bid proposal shall constitute an offer by the Undersigned to enter into a Contract with the acts and things therein provided, which offer shall be irrevocable for 60 calendar days with additional extension upon consent, from the date of opening hereof and that the University may accept this offer at any time during said period by notifying the Undersigned of the acceptance of said offer.

2. We, the Undersigned, a sole proprietor/partnership/corporation created and existing under the laws of the State of _____, has its business at

Vendor Name _____

Vendor Address _____

Telephone _____

Fax _____

E-Mail _____

Sign by _____
Proprietor/Principal/President

Attested by _____
Secretary



PURCHASING DEPARTMENT

NON-COLLUSION STATEMENT

DATE: _____

New Jersey City University
Purchasing Department
2039 Kennedy Boulevard
Jersey City, New Jersey 07305

This is to certify that the undersigned responder, _____, has not, either 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 proposal submitted to New Jersey City University on the _____ day of _____ 2017.

Signature of Responder _____

Corporate Seal:

Attest: _____
Secretary

Sworn to and subscribed before this _____

day of _____ 2017.

My Commission expires _____.

Notary Public

THIS STATEMENT MUST BE COMPLETED AND SIGNED IN ORDER FOR THE RFP RESPONSE TO BE CONSIDERED.

NON-COLLUSION STATEMENT

New Jersey City University requires as a condition precedent to acceptance of RFP responses, a sworn statement executed by, or on behalf, of the person, firm, association or corporation to whom such contract is to be awarded certifying that such person, firm, association or corporation has not, either 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 such contract. The form for this sworn statement is included in the proposal and must be properly executed in order to have the RFP response considered.

State of New Jersey
Division of Purchase and Property
DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN

Solicitation Number: _____ **Bidder/Offeror:** _____

Pursuant to Public Law 2012, c. 25, any person or entity that submits a bid or 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 Director finds a person or entity to be in violation of the principles which are the subject of this law, s/he 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 bid/renew:

- 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 to transport oil or liquefied natural gas, for the energy sector of Iran, **AND**
- is not a financial institution that extends \$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 Division of Purchase and Property under penalty of 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 boxes below.

EACH BOX WILL PROMPT YOU TO PROVIDE INFORMATION RELATIVE TO THE ABOVE QUESTIONS. PLEASE PROVIDE THOROUGH ANSWERS TO EACH QUESTION. IF YOU NEED TO MAKE ADDITIONAL ENTRIES, CLICK THE "ADD AN ADDITIONAL ACTIVITIES ENTRY" BUTTON.

Name _____	Relationship to Bidder/Offeror _____
Description of Activities _____ _____	
Duration of Engagement _____	Anticipated Cessation Date _____
Bidder/Offeror Contact Name _____	Contact Phone Number _____

ADD AN ADDITIONAL ACTIVITIES ENTRY

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 State of New Jersey 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 State to notify the State 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 State of New Jersey and that the State at its option may declare any contract(s) resulting from this certification void and unenforceable.

Full Name (Print): _____ Signature: _____
Title: _____ Date: _____

MACBRIDE PRINCIPLES FORM

**BIDDER'S REQUIREMENT: TO PROVIDE A CERTIFICATION
IN COMPLIANCE WITH MACBRIDE PRINCIPLES
AND NORTHERN IRELAND ACT OF 1989**

Pursuant to Public Law 1995, c. 134, a responsible bidder selected, after public bidding, by the Director of the Division of Purchase and Property, pursuant to N.J.S.A. 52:34-12, or the Director of the Division of Building and Construction, pursuant to N.J.S.A. 52:32-2, must complete the certification below by checking one of the two representations listed and signing where indicated. If a bidder who would otherwise be awarded a purchase, contract or agreement does not complete the certification, then the Directors may determine, in accordance with applicable law and rules, that it is in the best interest of the State to award the purchase, contract or agreement to another bidder who has completed the certification and has submitted a bid within five (5) percent of the most advantageous bid. If the Directors find contractors to be in violation of the principles which are the subject of this law, they shall take such 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 party.

I certify, pursuant to N.J.S.A. 52:34-12.2 that the entity for which I am authorized to bid:

- has no ongoing business activities in Northern Ireland and does not maintain a physical presence therein through the operation of offices, plants, factories, or similar facilities, either directly or indirectly, through intermediaries, subsidiaries or affiliated companies over which it maintains effective control; or
- will take lawful steps in good faith to conduct any business operations it has in Northern Ireland in accordance with the MacBride principles of nondiscrimination in employment as set forth in N.J.S.A. 52:18A-89.8 and in conformance with the United Kingdom's Fair Employment (Northern Ireland) Act of 1989, and permit independent monitoring of their compliance with those principles.

I certify that the foregoing statements made by me are true. I am aware that if any of the foregoing statements made by me are willfully false, I am subject to punishment.

Signature: _____

Print Name: _____

Title: _____

Firm Name: _____

Date: _____

Request for Taxpayer Identification Number and Certification

**Give Form to the
 requester. Do not
 send to the IRS.**

Print or type See Specific Instructions on page 2.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.	
	2 Business name/disregarded entity name, if different from above	
	3 Check appropriate box for federal tax classification; check only one of the following seven boxes: <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____ Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner. <input type="checkbox"/> Other (see instructions) ▶ _____	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <i>(Applies to accounts maintained outside the U.S.)</i>
	5 Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
	6 City, state, and ZIP code	
	7 List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Social security number									
				-			-		
or									
Employer identification number									
				-					

Note. If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign Here	Signature of U.S. person ▶	Date ▶
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at www.irs.gov/fw9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)

- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding? on page 2.

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.



SUPPLIER FORM

Procurement Department
2039 Kennedy Blvd., Hepburn Hall, Room 111
Jersey City, New Jersey 07305-1597
Telephone 201-200-3159 Fax: 201-200-3238
Email: ps@njcu.edu

Instructions/Purpose: In order to comply with various government regulations and to update our supplier information files, please complete and return this form to the email above.

COMPANY NAME

MAILING ADDRESS

CITY

STATE

ZIP

REMIT TO ADDRESS (IF DIFFERENT)

CITY

STATE

ZIP

SALES CONTACT

TELEPHONE/ EMAIL

CUSTOMER SERVICE CONTACT

TELEPHONE/EMAIL

ACCOUNTS RECEIVABLE CONTACT

TELEPHONE/EMAIL

MAIN TELEPHONE/MAIN EMAIL

FAX NUMBER/ALTERNATE EMAIL

TYPE OF BUSINESS: (CHECK ALL THAT APPLY)

MINORITY BUSINESS ENTERPRISE (MBE)

African American

Asian American

Multiple Ethnicities

Hispanic American

Native American

Unspecified

WOMEN BUSINESS ENTERPRISE (WBE)

SMALL BUSINESS ENTERPRISE (SBE)

8A

VETERAN DISABLED

VIETNAM VETERAN

HUB ZONE

VETERAN

DISADVANTAGED BUSINESS

I ATTEST THAT INFORMATION CONTAINED HEREIN IS TRUE AND ACCURATE TO THE BEST OF MY KNOWLEDGE. I UNDERSTAND THAT ANY INFORMATION WILLFULLY FALSIFIED OR OMITTED MAY RESULT IN THIS FIRM BEING DISBARRED FROM BIDDING ON CONTRACTS FOR A PERIOD OF UP TO TWO YEARS, AND LIABILITY ATTENDANT TO CIVIL AND CRIMINAL PENALTIES. THE COMPLETION OF THIS FORM IN NO WAY OBLIGES THE UNIVERSITY OR GUARANTEES OPPORTUNITIES TO BID OR RECEIVE ORDERS.

SIGNATURE

DATE



In order to ensure we contact the correct person when issuing information about this RFP please provide the following information:

Point of Contact: _____

Title: _____

Address: _____

Apt/Suite: _____

City: _____

State: _____

Zip Code: _____

Telephone Number: _____

Fax Number: _____

Email address: _____