



**Township of West Milford
Request for Proposals**

**Redevelopment Opportunity
299-301 Marshall Hill Road**

Release date: 02/18/25

Site visits: By appointment

Questions (via email) by: 04/04/25

Submission deadline: 05/02/25



299-301 Marshall Hill Road Redevelopment Opportunity

Nestled in the picturesque Highlands region of northern New Jersey, West Milford Township is an untapped gem with immense potential. Known for its stunning natural landscapes, vibrant community, and proximity to both urban centers and tranquil landscapes, West Milford offers a rare blend of small-town charm, outdoor recreation opportunities and sustainable development possibilities.

The Township is seeking visionary developers who are ready to partner with the municipality in shaping the future of West Milford. From food and drinking establishments to commercial projects to limited residential expansion, the opportunities here are vast, and the time is now to bring innovative ideas that will enhance the community's quality of life while preserving the beauty and spirit that makes West Milford so special.



Invitation to Submit Proposals

West Milford's Mayor and Township Council are excited to present this opportunity to potential economic partners to create a sustainable, thriving future for West Milford and to review the following Request for Proposals (RFP).

The nearly 6.4-acre site is located at the crossroads of Marshall Hill Road and Greenwood Lake Turnpike, in the southern Greenwood Lake area of scenic West Milford Township, Passaic County. Partially surrounded by permanently preserved open space, the location would be perfect for your fast-casual restaurant or coffee shop, microbrewery or distillery, class A medical office facility or commercial convenience location. If you are interested in making a well-timed, well-located investment, we encourage you to respond to our RFP.



West Milford is more than just a township; it is a vibrant tapestry of diverse neighborhoods, rich history and natural beauty that sets us apart as a truly special place to live, work, and play.

– Mayor Michele Dale

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Executive Summary

The Township of West Milford (“Township”) is soliciting qualifications and proposals from qualified developer(s) or redevelopment team(s) (“Respondents”) to respond to this Request for Proposals (“RFP”) to redevelop all or a portion of Block 6404, Lot 7 identified on the official Township tax maps, located at 299-301 Marshall Hill Road (the “Site”). Respondents are being asked to present their designs and concept plans for the development of the Site as well as the purchase price offered for the property.

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

Responses to this RFP must be received by the Township no later than **12:00 Noon on May 2, 2025**. Proposals that are not received by this due date and time may be rejected. Please view the “Submission Instructions” section on the corresponding RFP Document for details on submitting a Request for Proposal (“RFP”).

Proposals are being solicited through a fair and open process in accordance with N.J.S.A. 19:44A-20.4 et seq., N.J.S.A. 18a:64-85, and N.J.S.A. 18a:64m-9 et seq.

This RFP contains statements, descriptions, and analyses of the Site and other project background information. Such statements, descriptions, and analyses are for informational purposes only. The Township does not guarantee, represent, or warrant the completeness or accuracy of such information. All respondents to the RFP should complete their own due diligence with respect to such information.



Introduction

History / Background



Existing, detached single-family residential dwelling

The single-family home, also known as 299 Marshall Hill Road, is approximately 896 square feet. These records indicate that the standalone residential structure was constructed in 1920 and has a property classification of “residential (four families or less)” as such until the property was donated to the Township in August of 2023.¹

The Site has been utilized by various commercial uses since the early 1960s. Since at least the early 1960s and until the late 1980s, the site was the location of an A&W Root Beer Drive-In Restaurant.

Greenwood Lake Sports Center, Inc. and ABC Paintball Supplies opened in the late 1980s or early 1990s in this location. Both Greenwood Lake Sports Center and ABC Paintball began operations in approximately 1989.² Per the State of New Jersey, Department of the Treasury, Division of Revenue and Enterprise Services, “ABC Paintball Center Incorporated” was incorporated in 2009, “ABC Paintball Greenwood Lake LLC” was incorporated in 2023, and “Greenwood Lake Sports Center Incorporated” was incorporated in 1987. The site was also used to rent U-Haul trucks since the early 2000s. Both the sports center and the paintball field were in use until approximately July of 2023.



A&W Root Beer Drive-In. Postcard from WorthPoint.com



Google Streetview of Greenwood Lake Sports Center, November 2021.

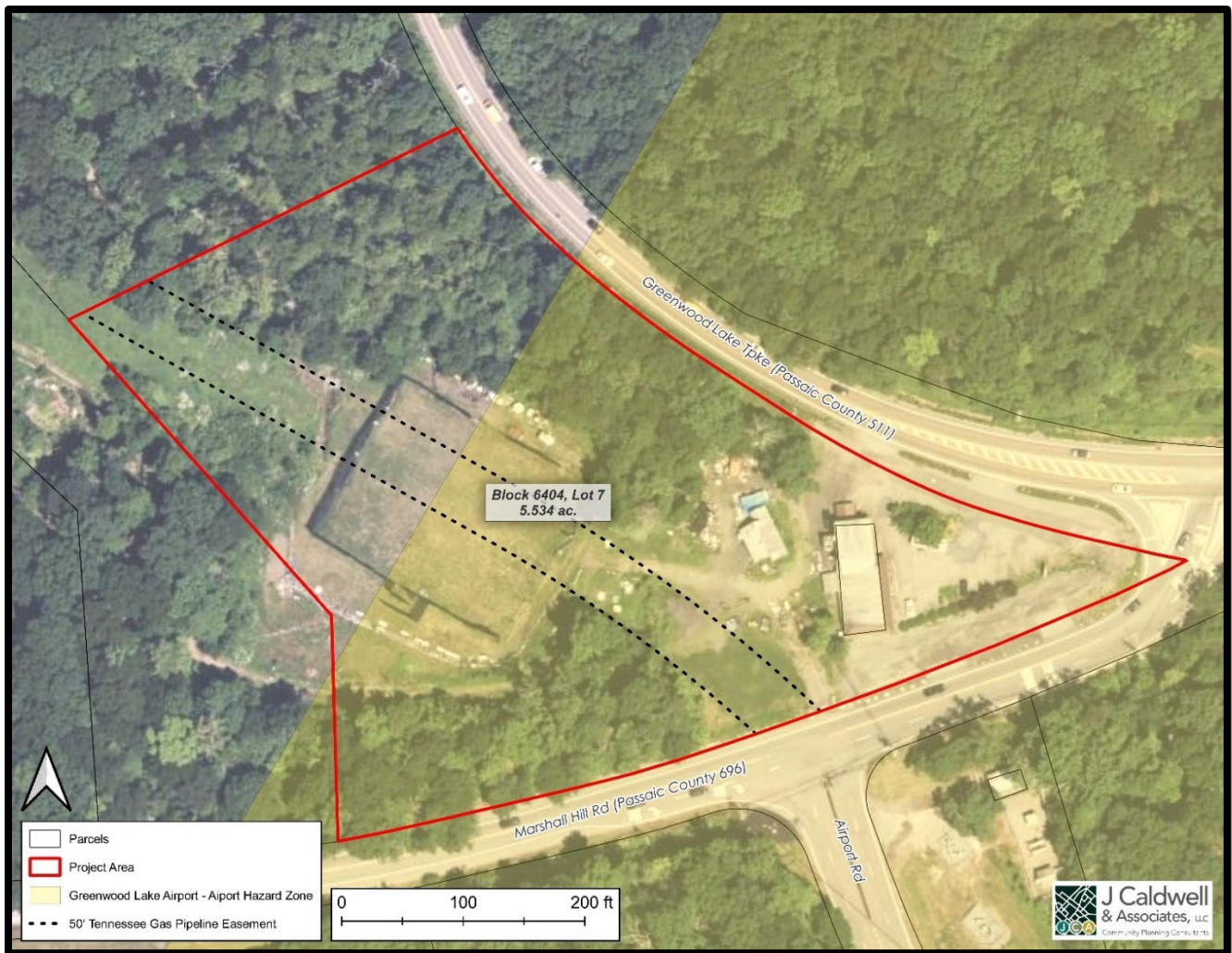
¹ Passaic County Property Assessment Search Hub. Accessed October 7, 2024.

² The Wayback Machine Internet Archive:

<https://web.archive.org/web/20090806071127/http://www.abcpaintball.com:80/>

Site Description

Located in the heart of West Milford, 299-301 Marshall Hill Road offers a prime location for commercial development. The parcel has frontage on two (2) main thoroughfares³, providing excellent access for vehicles, pedestrians, and potential future development. Situated along a well-trafficked corridor, this site enjoys excellent visibility and accessibility, making it an ideal spot for businesses looking to serve both local residents and pass-through traffic. The property spans approximately 6.4 acres, with ample frontage on Marshall Hill Road and Greenwood Lake Turnpike, providing flexible opportunities for various types of development.



Aerial Map of Subject Property

³ Marshall Hill Road and Greenwood Lake Turnpike.

Site Photos



View facing south, towards Marshall Hill Road.



View of paintball field, facing west.

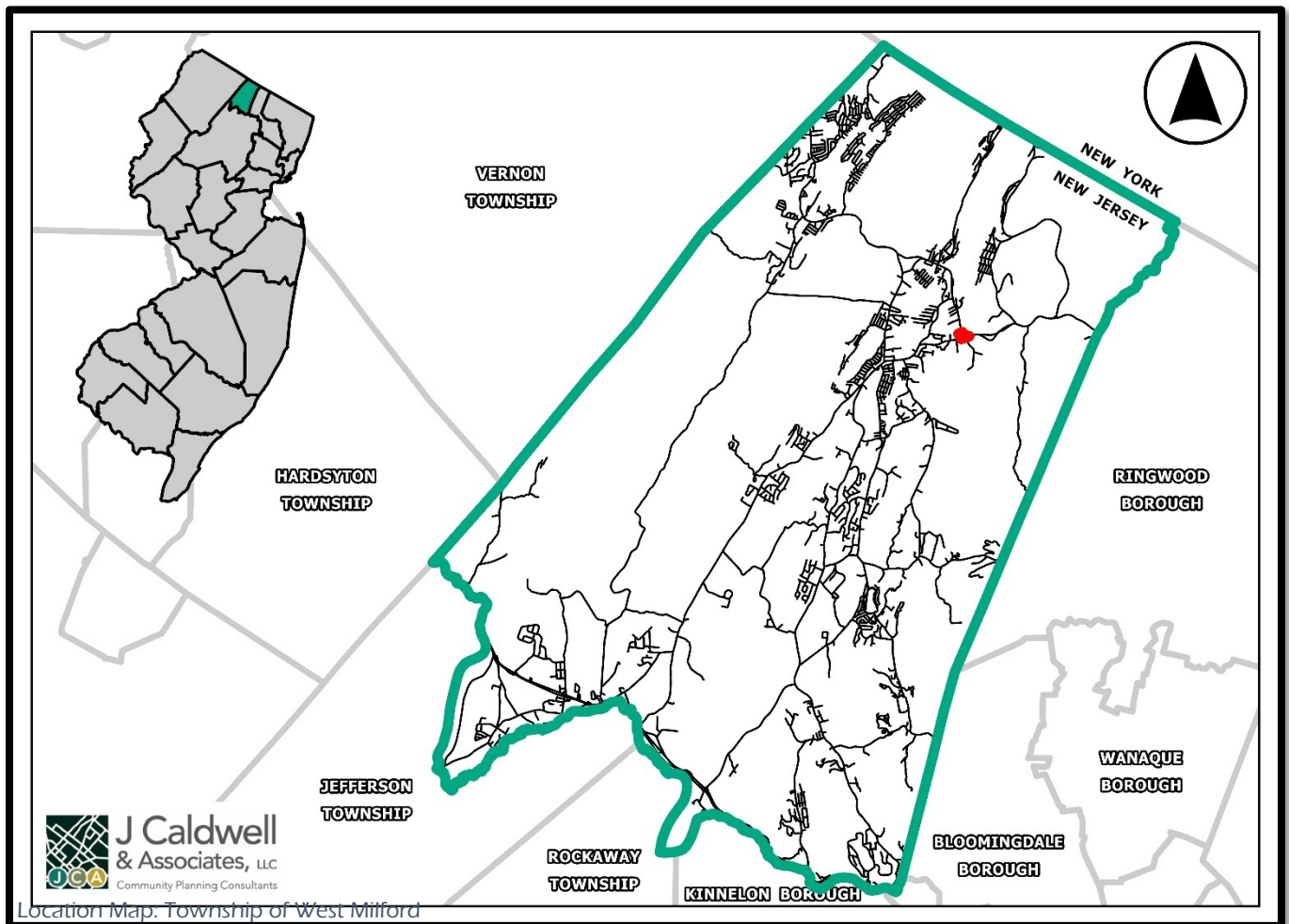


Front view of the mixed-use structure.



View facing west, showing the Orange and Rockland Utility Access Easement.

The above site photos were taken on March 11, 2024 at 299-301 Marshall Hill Road, West Milford, New Jersey.



New Jersey Highlands Protection

In 2004, the New Jersey Legislature passed the Highlands Water Protection and Planning Act⁴, which regulates the New Jersey Highlands region. West Milford (100%) was included in the Highlands Preservation Area and is subject to the rule of the Act and the Highlands Water Protection and Planning Council, a division of the New Jersey Department of Environmental Protection. All of the territory in the protected region is classified as being in the Highlands Preservation Area, and thus subject to additional rules.

Environmental History

There are no known contaminated sites (KCS) on either lot within the Redevelopment Area as of the time this request for proposal was created. There are approximately 1.85 acres of wetlands in the northernmost area of the parcel. The areas surrounded by wetlands are within the Highlands Steep Slope Protection Area, with approximately 2.0 acres containing severely

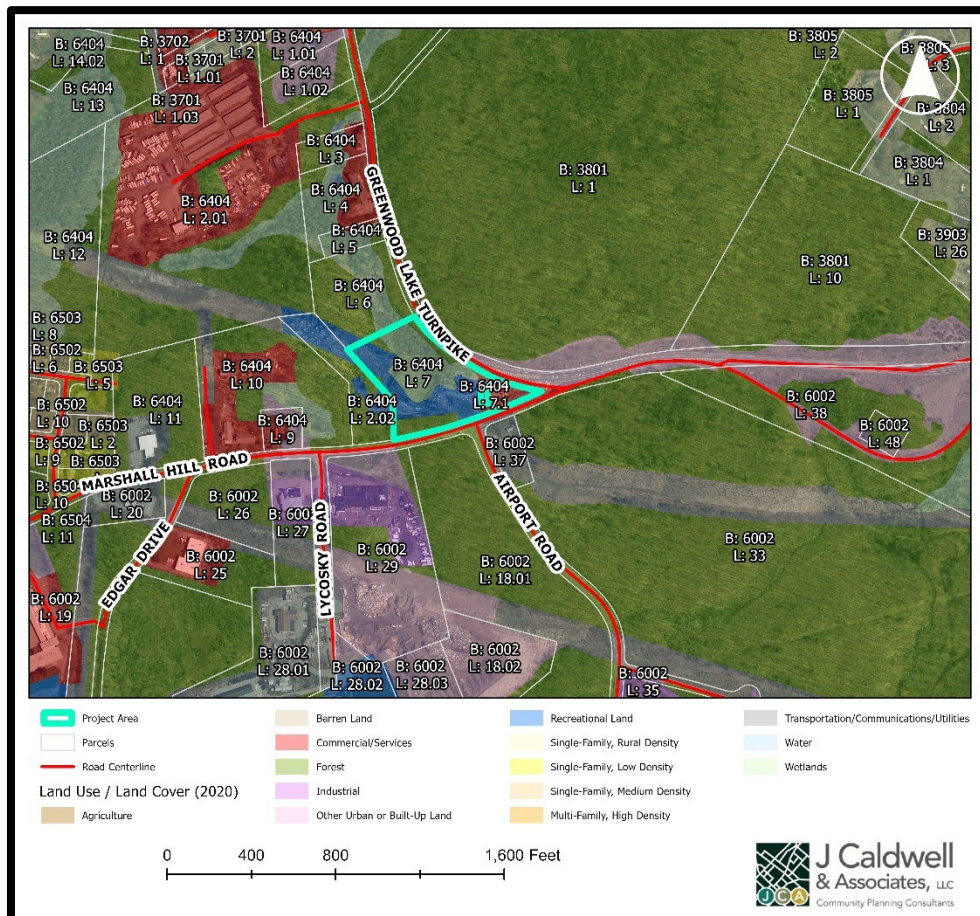
⁴ Complete text of the Highlands Water Protection and Planning Act. https://www.nj.gov/dep/highlands/docs/highlands_bill.pdf

constrained slopes and 0.1 acres containing moderately constrained slopes. The Hewitt Brook Tributary runs across the length of the parcel.

Relationship to Surrounding Neighborhood

The site is located in the northeastern section of West Milford Township, Passaic County; following Greenwood Lake Turnpike to the east, just under two (2) miles from the municipal border shared with Ringwood Borough. Also in this direction are sparsely developed lands that include the eating and drinking establishment known as Jessie’s Kettle, various industrial uses, and scattered residential uses. Traveling northeast along Greenwood Lake Turnpike for just under five (5) miles and past Greenwood Lake, the Township’s border meets with that of New York State. One of the Township’s two (2) village centers, Hewitt Village Center, is located in this direction just over one (1) mile from the Site. Taking Marshall Hill Road in the southwestern direction from the Study Area, there are, again, sparsely placed uses including a Dairy Queen, a child care center, and small residential neighborhoods.

Marshall Hill Road serves as a key connector through West Milford, with regular traffic flow from local residents and visitors passing through. This road also connects to key highways such as New Jersey State Highway (NJSH) Route 23 and Interstate 287, which are located a short drive away, providing convenient access to neighboring towns and cities, including New York City, which is about an hour’s drive southeast.



Points of Interest

Transportation

Ground

Greenwood Lake Turnpike (0 mi)
 County Road 511 (0 mi)
 County Road 513 (1.4 mi)
 NJSH Route 23 (8.6 mi)
 Interstate 287 (12.7 mi)
 Interstate 80 (21.3 mi)

Air

Greenwood Lake Airport (0.7 mi)
 Hill Top Airport (6.7 mi)
 Lincoln Park Airport (20.5 mi)
 Essex County Airport (24.8 mi)
 Sussex Airport (25.7 mi)
 Teterboro Airport (29.6 mi)
 Stewart International Airport⁵ (44.5 mi)
 Newark International Airport (49.2 mi)

Tourism/Cultural/Parks

West Milford Museum (1.6 mi)
 Hewitt, West Milford⁶ (1.5 mi)
 Highlands Preserve (1.7 mi)
 Long Pond Ironworks State Park (1.9 mi)
 Upper Greenwood Lake (5.0 mi)
 Ringwood Manor (6.0 mi)
 Wawayanda State Park (6.6 mi)
 Clinton Furnace (8.1 mi)
 Warwick Drive-In Theater⁷ (9.3 mi)
 Mount Peter Ski Area (10.9 mi)
 New York Renaissance Faire (12.4 mi)
 Mountain Creek Resort (16.9 mi)

Higher Education

Passaic County Community College (13.2 mi)
 Ramapo College (15.5 mi)
 William Paterson University (20.3 mi)
 Montclair State University (25.7 mi)
 Caldwell University (27.8 mi)
 Rutgers University – Newark (43 mi)

⁵ New Windsor, New York.

⁶ Greenwood Lake.

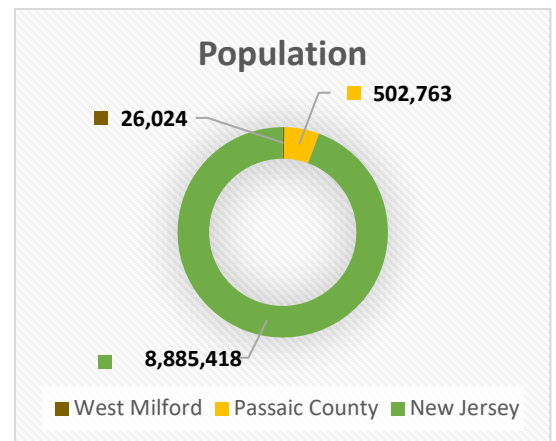
⁷ Warwick, New York.



Demographics

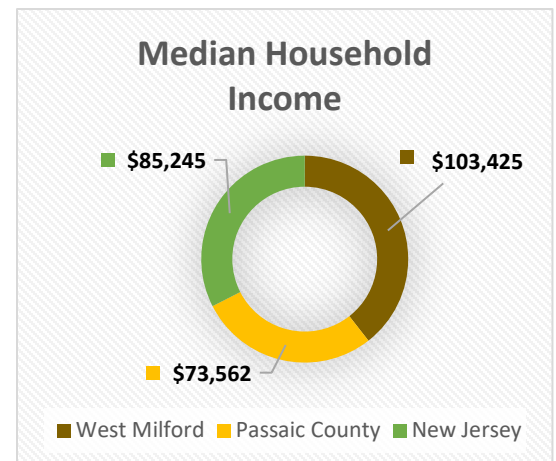
Population

The Township of West Milford encompasses approximately 81 square miles and has a significantly smaller population (26,024) compared to Passaic County (502,763) and New Jersey (8,885,418) as a whole. This suggests that West Milford is a smaller, more rural, or suburban community. Passaic County holds about 5.6 percent of New Jersey's total population, whereas West Milford represents only about 5.2 percent of Passaic County's population.⁸



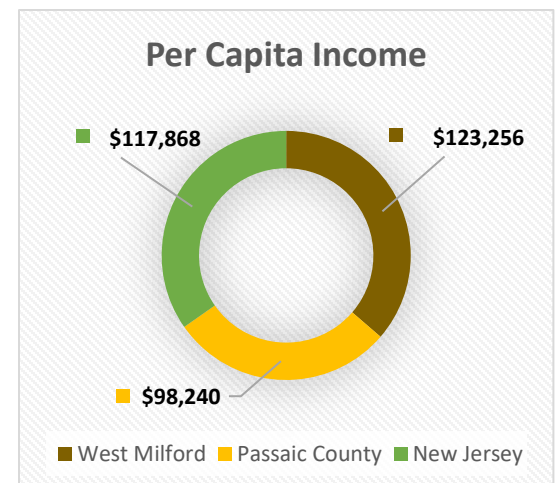
Median Household Income

The Township (\$103,425) has a higher median household income than Passaic County (\$73,532) and the State (\$85,245). This indicates that West Milford is relatively wealthier compared to the County and State. Passaic County seems to have a lower median household income overall, potentially indicating disparities between wealthier and less affluent regions within the state.⁹



Per Capita Income

West Milford (\$123,256) outperforms both Passaic County (\$98,240) and the state of New Jersey (\$117,868) in per capita income. This suggests that individuals in West Milford are generally earning more on a per-person basis. This could indicate fewer dependents per household or higher individual wages. The lower figure for Passaic County (\$98,240) compared to the State average may reflect broader economic challenges within the county, with a larger percentage of lower-income households lessening the overall average.¹⁰

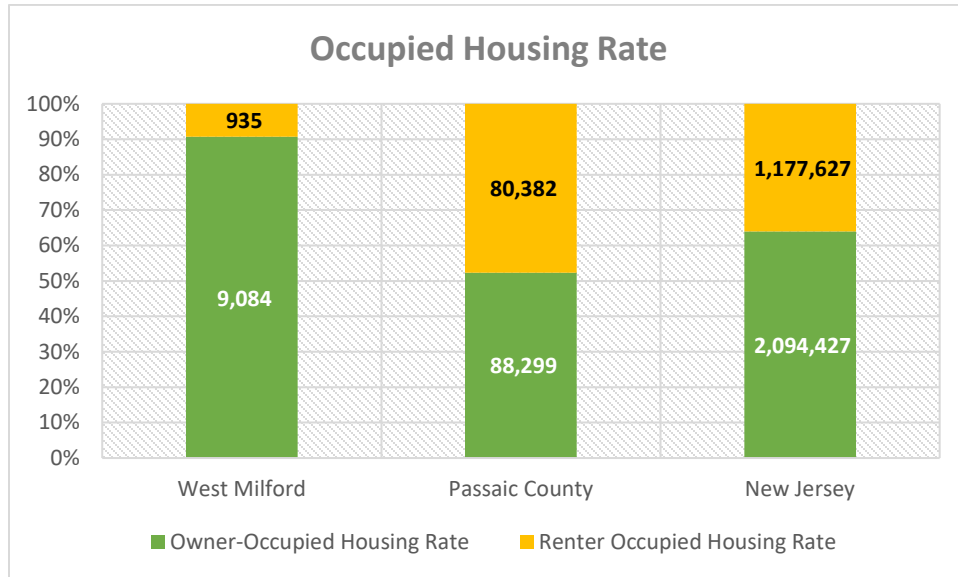


⁸ Source: 2020 U.S. Decennial Census; American Community Survey 5-Year Estimates.

⁹ Ibid.

¹⁰ Ibid.

Occupied Housing Rate



The table above provides a comparison between the occupied housing rate for West Milford, Passaic County, and New Jersey. It breaks down housing into two (2) categories: Owner-Occupied Housing and Renter-Occupied Housing.¹¹

The Township has a high proportion of owner-occupied housing compared to renter-occupied units. This indicates a community where most residents own their homes, which could reflect stability, higher income, or a less transient population.

Passaic County has a more balanced mix of owner-occupied and renter-occupied housing, with a slightly higher number of renter-occupied units. This balance suggests more economic diversity, where renting is a more common option, potentially due to affordability issues or a more transient population.

New Jersey as a whole shows a stronger bias toward homeownership, though the number of renters is still significant. The State has more homeowners than renters, which is typical of many U.S. states, but the larger number of renters suggests that urban areas may play a role in boosting rental rates.

¹¹ Source: 2020 U.S. Decennial Census; American Community Survey 5-Year Estimates.

Industry Data

The Township has a strong presence in education, healthcare, and retail, indicating service-oriented employment (22.3%). The significant employment in professional services and finance (11.9%) suggests that the region has a developed economy and a healthy balance of white-collar jobs. While manufacturing and construction (17.4%) provide some jobs, these employment sectors are not as dominant as service industries, indicating the area is less industrially focused. Overall, the employment spread shows a diverse economy with a strong emphasis on services, education, and health-related professions, which is typical of many suburban or developed communities.¹²

Employment Characteristics (2020)		
<i>Civilian Employed Population 16 Years and Over</i>	13,734	100%
<i>Agriculture, Forestry, Fishing and Hunting, and Mining</i>	0	0%
<i>Construction</i>	1,065	7.8%
<i>Manufacturing</i>	1,323	9.6%
<i>Wholesale Trade</i>	574	4.2%
<i>Retail trade</i>	1,623	11.8%
<i>Transportation and Warehousing, and Utilities</i>	828	6%
<i>Information</i>	221	1.6%
<i>Finance, Insurance, Real Estate, Rental, and Leasing</i>	1,400	10.2%
<i>Professional, Scientific, Management, Administrative, and Waste Management Services</i>	1,631	11.9%
<i>Educational Services, Health Care, and Social Assistance</i>	3,064	22.3%
<i>Arts, Entertainment, Recreation, Accommodation, and Food Services</i>	840	6.1%
<i>Other Services, Except Public Administration</i>	630	4.6%
<i>Public Administration</i>	535	3.9%
<i>Armed Forces</i>	0	0%

¹² Source: 2020 American Community Survey 5-Year Estimates.

Means of Transportation to Work

Driving is the overwhelming choice for commuting in West Milford, with a vast majority of workers using personal vehicles to get to work. The reliance on solo driving suggests limited alternatives or infrastructure for shared or public transport. Carpooling is minimal, and public transportation and walking are underutilized, due to the suburban and rural characteristics that make alternative commuting options less viable. Remote work is a notable option, with over 10 percent of workers working from home, reflecting a shift toward non-commuting work arrangements, possibly accelerated by changing work patterns.¹³

Means of Transportation to Work (2020)	Estimate
Workers 16 Years and Over	13,464
Means of Transportation to Work	
<i>Car, Truck, or Van</i>	84.2%
<i>Drove Alone</i>	77.9%
<i>Carpooled</i>	6.3%
<i>Workers Per Car, Truck, or Van</i>	1.04
<i>Public Transportation</i>	2.3%
<i>Walked</i>	2.2%
<i>Bicycle</i>	0%
<i>Taxicab, Motorcycle, or Other Means</i>	0.4%
<i>Worked from Home</i>	10.8%
<i>Workers 16 Years and Over Who Did Not Work from Home</i>	12,004

¹³ Source: 2020 U.S. Decennial Census; American Community Survey 5-Year Estimates.

Commuting Patterns

The majority of West Milford workers (over 90%) stay within New Jersey for work, indicating strong intra-state employment ties. Over half of the workforce commutes outside of Passaic County, showing a high reliance on jobs located in neighboring counties, likely driven by better employment opportunities or higher wages elsewhere. A relatively small percentage of workers leave the state for their jobs, suggesting that out-of-state commuting is not a major factor for the area. This highlights the importance of local and regional employment within New Jersey.¹⁴

Commuting Patterns	Estimate
Workers 16 Years and Over	13,464
Worked in State of Residence	91.6%
Worked in County of Residence	40.2%
Worked Outside State of Residence	51.3%
Worked Outside County of Residence	8.4%

Overall Analysis

The Township is a smaller but wealthier community within Passaic County, with individual earnings exceeding county and state averages. Additionally, income levels in West Milford surpass that of the County and State, with relatively lower costs of living, the disposable income available in the area is relatively high.

West Milford's high owner-occupied housing rate suggests it is a more stable, wealthier community, while Passaic County shows greater economic diversity, with a large proportion of renters. Both aspects of the area population are promising for business ventures, where the stable and higher income population provides a stable customer base and diverse renter population may be less frequent customers but will tend to go out of the home for more goods and services, however, possibly at a lower price point per visit.

The local economy is primarily driven by education, healthcare, and retail, indicating a strong focus on service industries. Professional services and finance also play a significant role, highlighting a robust white-collar job market. Although manufacturing and construction provide some employment, the area is less centered around industrial sectors. Overall, the workforce reflects a well-rounded economy with a strong emphasis on services, education, and health, characteristic of a suburban, developed community. These indicators bode well for Class A office development in the healthcare and finance sectors.

The vast majority of workers in West Milford rely on personal vehicles for commuting, the most driving alone, highlighting a heavy dependence on cars. Carpooling and public transportation are minimally used, indicating limited infrastructure or appeal for alternative commuting methods. Walking and cycling are almost non-existent as transportation options. However, a

¹⁴ 2020 American Community Survey 5-Year Estimates

significant portion of workers (10.8%), work from home, reflecting a growing trend toward remote work. Overall, the area's commuting patterns suggest a predominantly car-dependent community with few alternatives. With the location of the project on two major roadways, the often-commuting segment of the population will pass by the property frequently. The work from home sector is also promising for providing daytime customers.

Over 90 percent of the Township's workforce is employed within New Jersey, demonstrating strong in-state employment connections. However, more than half of workers commute outside Passaic County, indicating a significant dependence on employment opportunities in neighboring counties. With only 9.4 percent commuting out-of-state, the data highlights the critical role of local and regional job markets within New Jersey for the community's workforce. With the majority of the workforce commuting, pass by traffic to the site and residents staying within the area, both provide for a solid customer base.

Project Overview

299-301 Marshall Hill Road	
Description	The Township intends to enter into a Redevelopment Agreement with an experienced redeveloper to purchase and redevelop the site.
Location	299-301 Marshall Hill Road, West Milford, NJ 07480 / Block 6404, Lot 7
Program	The Respondent should suggest phasing of the project or if it can be built in one (1) phase.
Target Market	Township of West Milford residents and regional visitors.
Redeveloper Responsibilities	Purchase and Redevelop the Site, including working with the Township to develop a redevelopment plan for the site and obtaining site plan approval from the Planning Board. The Respondent will retain the responsibilities for the project.

Zoning and Design Guidelines

The Site is situated within the CC, Community Commercial Zone District wherein the purpose of the zone is to provide areas throughout the Township where retail and service businesses may be located primarily for the convenience of the Township residents.

The Township and designated Redeveloper will work together to develop a redevelopment plan to permit the selected project proposal. The Redevelopment Plan will create the zoning for the site and outline design guidelines for development. The Redevelopment Plan will provide details on the regulations and guidelines for the area and indicates Block 6404, Lot 7 to be located within the Marshall Hill Road Redevelopment Plan with all permitted uses and bulk standards identified within the Plan. To ensure that development proposals meet the Township's design objectives, see the Redeveloper will work with the Township to develop a project that meets the goals of the Township.

Community Context & Design



Community Overview

Nestled in the heart of the Highlands region in northern New Jersey, West Milford Township offers a unique blend of natural beauty and suburban living. Spanning 81 square miles, West Milford is the largest township in Passaic County and is renowned for its lush forests, rolling hills, and over 40 pristine lakes, including Greenwood Lake, which provides recreational activities such as boating, fishing, and hiking.

The Township is home to approximately 24,340 residents¹⁵ who value its small-town charm and tranquil atmosphere, making it an ideal place for families, nature enthusiasts, and those seeking a peaceful lifestyle. With a strong sense of community, West Milford hosts various local events throughout the year, from seasonal festivals to farmers markets and outdoor concerts.

Despite its rural appeal, West Milford is conveniently located within driving distance to major metropolitan areas, including New York City, making it an attractive option for commuters who want to enjoy the serenity of the countryside while maintaining access to urban amenities.

West Milford's commitment to preserving its natural resources is reflected in its participation in the Highlands Preservation Area, which helps protect its scenic landscapes while promoting responsible development. The Township boasts a robust school system, parks, and recreational facilities, making it a well-rounded, family-friendly community with room for thoughtful, sustainable growth.

¹⁵ Retrieved from the U.S. 2023 American Community Survey 5-Year Estimates.

Development Opportunities

The Township offers a range of exiting development possibilities that can both meet the needs of the growing community and enhance the local economy. The Township is particularly interested in proposals that align with its vision of sustainable growth and community engagement. Due to Highlands preservation regulations, a multi-story building is preferred, maximizing both vertical space and environmental sustainability. Proposals that prioritize community engagement, sustainability, and thoughtful integration with the surrounding area will receive special consideration. Additionally, high speed electric vehicle charging stations should be considered with any proposal. Opportunities include:

Destination Dining with Event Spaces

A restaurant that utilizes the Township's open spaces for outdoor events and activities could become a local favorite and a destination for visitors. With ample room for gatherings, live music, and seasonal festivals, this venue could capitalize on the natural surroundings while fostering community connections.

Microbrewery/Gastropub

A microbrewery or craft distillery with a gastropub (high quality casual menu) could be another contender for the Site. It could serve as a lively gathering place for residents and a destination for visitors, offering a laidback, community-driven experience. By incorporating local flavors and hosting events, the gastropub could further strengthen its connection to the Township's culture, while fostering economic growth and adding to the vibrancy of the area.

Restaurants

Standalone dining establishments that cater to residents and visitors alike would complement the Township's ambiance, providing new culinary experiences and supporting local employment.

Fast Casual Restaurants

Establishments such as Bareburger, Panera Bread, or Chipotle would bring fresh, on-trend dining experiences to the Township. With a focus on quality, sustainability, and quick service, these restaurants could cater to the diverse needs of busy families, commuters, and tourists, while enhancing West Milford's culinary landscape.

Drive-Thru Coffee Shops

A drive-thru Starbucks or similar coffee chain would bring convenience for commuters and tourists passing through the area, creating a high-demand stop in the town.

Convenience Stores/Fuel Stations

Establishments such as a Wawa or QuickChek, which offer essential goods and services, would serve as valuable additions to the Township's infrastructure and daily life.

Mixed-Use Development with Limited Residential

The Township is also open to proposals for mixed-use developments that combine limited residential units with commercial spaces. The inclusion of a multi-story retail building with strong emphasis on outdoor activities would be preferred, such as outdoor services retailer REI. These types of projects offer a sustainable approach to growth, creating vibrant, walkable

environments that serve multiple community needs. By incorporating retail, dining, or office spaces on the ground floor, with residential units above, this development model maximizes space efficiency and fosters a lively, integrated neighborhood experience. Given the Township's Highlands restrictions, a limited number of residential units would complement commercial activity while minimizing environmental impact.

Class A Office Space Development

The Township welcomes proposals for the development of modern, flexible office spaces, including medical office facilities. As remote and hybrid work models continue to grow, there is an increasing demand for adaptable office environments that cater to a range of professionals, from local entrepreneurs to businesses seeking satellite locations. Additionally, high quality office space for medical facilities is limited in the area and could provide an opportunity to expand local medical service provider's footprint.

An office development would provide valuable workspace for residents and attract companies looking to establish a presence in the scenic Highlands region. Proposals to incorporate sustainable building practices, modern amenities, and community-focused design will help the Township meet the evolving needs of its workforce while contributing to local economic growth.

Design Themes

Rustic modern designs that reflect local architecture and the semi-rural and recreationally focused nature of the area are included in the Township's desired design themes. Multi-story structures that minimize the building footprints and maximize the use of the property are also desirable.



Incentives

The Township will work the Redeveloper in developing a redevelopment plan for the site. The Township will also consider other incentives available through the Local Housing and Redevelopment Law such as long-term tax abatements and Payments in Lieu of Taxes (PILOTS).

RFP Submission Requirements

The Township desires to select a Redeveloper who demonstrates excellent qualifications, experience, financial capacity, and a proven track record of executing similar projects in an expedient, efficient, and effective process that will provide the Township the greatest value to its residents.

Selection Committee

The Project selection process will be facilitated by a Selection Committee, consisting of representatives from various divisions within the Township of West Milford. The Committee will be responsible for making final recommendations to the Township's leadership on all major decisions relating to the Project. The Committee shall include the following:

1. Township Administrator
2. Township Planner
3. Township Mayor
4. Council President (or their designee)
5. Township Attorney

General Requirements and Deadlines

Submissions must be received by **12:00 Noon on May 2, 2025**. Delivery must be either by courier service or registered U.S. Mail to the Township of West Milford Township Hall, Administration Department, Township Administrator Bill Senande, 1480 Union Valley Road, West Milford, NJ, 07480. Proposals must include 10 paper copies and one (1) electronic copy (USB drive format).

The Township shall not be responsible for the loss, non-delivery, or physical condition of submissions sent by mail or courier service. The delivery of the proposal to the Township on the above date and prior to the time specified herein is solely and strictly the responsibility of the Respondent. The Township shall not, under any circumstances, be responsible for delays caused by the any occurrence.

All submissions will become the property of the Township and will not be returned to the Respondent. All proposals submitted will remain unopened until the deadline for submission of the Qualifications has passed. At such time, all proposals received will be opened and distributed to the Project Team for review.

The Respondent, by submitting a proposal, attests to the fact that neither the Respondent nor any of its proposed sub-contractors are prohibited from receiving the award under N.J.S.A. 34:11-56.38 (Regarding State of New Jersey list of debarred contractors and sub-contractors).

Submissions must be in a tabbed in a binder and not exceed 75 single-sided pages, including pictures, charts, graphs, tables, and text that the Responder deems appropriate to be part of the review of the response. Resumes of key personnel along with the cover letter, table of contents, front and back covers, blank section/numerical dividers, conceptual drawings, and required procurement documents will not be counted in the 75-page limit. No supplemental information to the 75-page submission will be allowed.

Any and all questions must be submitted in writing, via email to:

TwpAdministrator@WestMilford.org.

The following dates shall apply to the RFP response process

Issuance of RFP	February 18, 2025
RFP Questions Due	April 4, 2025
RFP Submission Due	May 2, 2025

Format of Proposals

The Township requires a standard format for all proposals submitted to ensure that clear, concise, and complete statements are available from each Respondent in response to the RFP requirements. It is recommended that Respondents utilize headings, section numbers, and/or page numbers to organize their proposals. The Township is not under any obligation to search for clarification through additional or unformatted information submitted as a supplement to the formatted proposal. Where a proposal contains conflicting information, the Township at its option may either request clarification or may consider the information submitted unresponsive. Each proposal submitted must contain in sequence and with the appropriate heading, each of the following sections:

1. Title Page.
2. Table of Contents.
3. Executive Summary.
4. Background.
5. Objectives.
6. Project Proposal.
7. Project Work Plan.
8. Project Financing.
9. Governmental Responsibilities.
10. Key Personnel.
11. Assumptions.

These required sections are further described and defined as follows:

1. **Title Page**

The proposal must include a title page, which identifies the proposed project, the Respondent's firm, name of the Respondent's primary contact, Respondent's address, telephone number, fax number, and e-mail address.

2. **Table of Contents**

List the titles and page numbers for each major topic and sub-topic contained in the proposal, including the 11 required sections.

3. **Executive Summary**

A summary of the key points and highlights of the proposal should illustrate why the Respondent is best suited for the project.

4. **Background**

Include a brief history of the Respondent and how its experience is analogous to and qualifies it to meet the requirements of the RFP. The citation of specific projects that are currently being developed or have been completed in the past is strongly encouraged. The Respondent must indicate what type of business organization it is – e.g., corporation, partnership, sole proprietorship, limited liability company, or non-profit organization.

- A. If the Respondent is a subsidiary or direct or indirect affiliate of any other organization, it must indicate in its proposal the name of the related organization and the relationship.
- B. If Respondent is a partnership, it shall list the names of all partners.
- C. If the Respondent is a limited liability company, it shall list the names of all members.
- D. If the Respondent is a corporation, it shall list the names of those stockholders holding 10% or more of its outstanding stock.

5. **Objectives**

State what the Respondent believes to be the primary objectives for redevelopment of the Site. Respondents may choose to offer suggestions for alternative or additional objectives. A description of how to measure the achievement of objectives throughout the life of the project shall be included. The Respondent shall answer the following questions as well:

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

6. Project Proposal

Include a detailed description of the Respondent's proposed project, including capital improvements, plans, elevations, renderings, CAD files, illustrative materials, etc., and how the proposed project satisfies the goals and objectives of the Township Master Plan and goals and design standards outline in the RFP. Respondents should highlight any risks they deem to be significant enough in nature that could delay or stop the proposed project. Respondents should submit an estimated number of full-time and part-time employees their proposed project will employ, respectively, the positions these employees will fill, and the percentage of these employees that they expect to hire from the local community. The Township may view more favorably proposals that will employ members of the community and that contract with local businesses and suppliers to fulfill various project demands.

7. Project Work Plan

Provide a high-level work plan, describing all proposed phases, activities, and tasks of the successful Respondent. Tasks that the successful Respondent would require of the Township to complete the project should also be identified. The work plan should present key activities, milestones, dates, etc. necessary to deliver the proposed project. All assumptions that were made to complete the project work plan should be documented in this section. Respondents should submit a detailed capital/design timetable that clearly outlines improvements and the anticipated commencement and completion date for these improvements (i.e., the expected duration of construction of each improvement).

8. Project Financing

Provide a detailed breakdown of the total of all projected development costs and the courses of all anticipated funds to meet those costs. This should include sufficient financial information to establish the approximate net worth and/or liquid assets available to the Respondent for the proposed project. This information should be in the form of certified financial statements showing assets and liabilities, including contingent liabilities. If equity financing is to be obtained from sources other than the Respondent, a statement should be submitted from such other sources indicating their willingness and ability to provide the necessary funds. The Respondent must clearly identify whether financial incentives are necessary to make the Respondent's proposal feasible.

The Respondent must state their detailed financial offer for the purchase of the Site (or portion thereof). The acquisition of the Site at the stated amount will be included as a material obligation of the successful Respondent in any Redevelopment Agreement. Financial offers must include:

- A. The total proposed acquisition price.
- B. The proposed deposit amount.
- C. Any conditions or contingencies to the acquisition.
- D. Whether any portion of a deposit is proposed to be refundable.

Failure to include an offer to purchase the Site (or portion thereof) may result in rejection of the Respondent's proposal.

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

9. **Government Responsibilities**

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

10. **Key Personnel**

Identify the proposed project team, stating exactly the role that each proposed team member will assume and detailing the qualifications for the role that the team member possesses as well as resumes. This should include the Respondent as well as attorneys, architects, engineers, contractors, builders, and financiers.

11. **Assumptions**

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

Evaluation Process

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

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

1. Conformance to RFP format requirements (otherwise disqualified).
2. Appropriateness of the proposed project to RFP requirements.
3. Timeframe for completion of the proposed project.
4. Development team qualifications, comparable prior experience, and capacity.
5. Vision and quality of development approach.
6. Public benefits from the proposed project.
7. Commitment to diversity regarding utilization of minority and women-owned business enterprises, and local contractors/workers.
8. Aesthetic aspects and functionality (including "green" components) of the proposed project.
9. Financial feasibility and capacity.
10. Financial compensation to the Township, including the proposed purchase price for the Site.

11. Anticipated amount and types of jobs created that may be available for West Milford residents.
12. Implementation strategy.

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

1. Select a shortlist of Respondents.
2. Enter into exclusive negotiations with the selected Respondent with the intent of entering into a redevelopment agreement.
3. Request additional information from any Respondent.
4. Take no action.
5. Reject all submissions.

Redevelopment Agreement

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

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

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

1. The Redeveloper shall adhere to the commencement date and completion date for the project, which the parties will establish in the Redevelopment Agreement.
2. The Redeveloper will be responsible for any costs incurred by the Township in negotiating or administering the Redevelopment Agreement, as well as any other costs associated with the project, including, but not limited to, legal fees, engineering fees, architectural fees, fees of

professional consultants, etc. This requirement will be included in both a Funding Agreement prior to approval and execution of the Redevelopment Agreement and the Redevelopment Agreement itself.

3. As conditions precedent to transfer of the Site (or portion thereof), the Redevelopment Agreement will require that the Redeveloper has submitted to the Township, and the Township shall have approved, the following:
 - A. Engineering surveys.
 - B. Final development plans, including Redeveloper specifications and bids (if applicable).
 - C. The Redeveloper's commitments for debt and equity capital in an amount sufficient to finance the acquisition of the Site and redevelopment of the Site in accordance with the approved plans.
4. The Redeveloper, upon transfer of the Site (or portion thereof), will pay all taxes and municipal charges (e.g., water and sewer) as and where applicable.
5. The Redeveloper, upon transfer of the Site, will be responsible for securing the Site and maintaining reasonable and necessary security within the Site and the immediate surrounding area.
6. The Redeveloper will be responsible for obtaining any and all necessary approvals, permits, and licenses for the construction and lawful operation of the project. This also includes any government approvals of the Township of West Milford and the State of New Jersey.
7. The Redeveloper will affirm that it has sufficient financial resources to undertake the project.
8. During the construction of the project, the Redeveloper will be required to carry at least \$5,000,000.000 in general liability insurance coverage and \$2,000,000.00 in property damage liability insurance coverage, and replacement value in fire and casualty coverage, or such other insurances at such levels and from providers of such financial strength as are customary for similar projects in the surrounding area. The Township shall be named as Additional Insureds on such policies.
9. The Redeveloper must comply with all Township, State, and Federal laws relating to access for persons with disabilities.
10. The Redeveloper shall be responsible for obtaining all required land use approvals, including preliminary and final site plan approvals.
11. Inspectors from the Township may visit the Site unannounced on business days between the hours of 8:00 A.M. and 5:00 P.M. to inspect operations and determine whether the Redeveloper is in compliance with the terms of the Redevelopment Agreement.
12. The Redeveloper shall acknowledge and represent to the Township that, except as may be expressly provided in the Redevelopment Agreement to the contrary, the Redeveloper has not and will not rely upon any representations or warranties of the Township, its agents, servants, or

employees, either written or oral, express or implied, as to the Site's value, use, conditions, quality, environmental condition, fitness for any particular use of any representation whatsoever, it is agreed and understood that the Redeveloper would acquire the Site in its "AS IS" and "WHERE IS" condition, with all faults, including but not limited to any environmental concerns which may or may not be present within the Redevelopment Area. The Township does not make any representations or warranties regarding the legal ability of the Site to be used for any particular use.

13. The Redeveloper or its designee shall execute a project labor agreement (the "PLA") if required by any applicable Trenton Ordinance, or any other applicable local, State, or Federal law, rule, or regulation. If applicable, a copy of the fully executed PLA shall be provided to the Township within 14 days of the Redeveloper's receipt of a full and unconditional execution of the PLA by all applicable parties. The Redeveloper shall accept and be bound by the PLA and ensure that it has no commitments or agreements that would preclude its full compliance with the PLA.
14. Redeveloper shall be subject to certain transfer restrictions and shall agree to execute and record a Declaration of Covenants and Restrictions upon execution of the Redevelopment Agreement and acquisition of the Site (or portion thereof).

The Township reserves the right to add, omit, and/or amend the above terms prior to entry into the Redevelopment Agreement with the Redeveloper. Respondents, however, should assume that all of the above terms will be requirements of the Redeveloper Agreement for purposes of responding to this RFP.

Disclaimers

The Township of West Milford reserves the right to seek clarifications concerning any submission at any time, and failure to respond may be cause for rejection. Clarification is not an opportunity to change the submission. The Township will endeavor to accord all firms fair and equal treatment with respect to the RFP process. Submissions may be deemed non-responsive for failing to submit documentation that addresses each element of this RFP and any submission so deemed by the Township in its discretion will not be further considered.

Submission confers on a firm no right to a determination that is qualified, and a determination that a firm is qualified confers no right to an award or to a subsequent agreement. This process is for the Township's benefit only and is to provide the Township with competitive information to assist in its selection process. All decisions on compliance, evaluation, terms, and conditions shall be made solely at the Township's discretion and made to favor West Milford.

Any representations or statements made within this RFP shall be considered a contractual obligation by the Township and the Respondents shall not be entitled to rely upon them. The Selection Committee reserves the right to reject all submissions and to identify and select the Respondents which the Committee, in its sole and absolute discretion, deems most qualified.

Respondents shall be solely and totally responsible for all costs associated with responding to this RFP and the Township accepts no responsibility with regard thereto. Submissions will become the property of the Township of West Milford.

The Township reserves all rights available to it by law in administering this RFP including without limitation, the right, in its sole discretion, to:

1. Reject any or all submissions at any time.
2. Terminate, evaluation of any or all submissions at any time.
3. Suspend, discontinue, and/or terminate negotiations with any Respondent at any time.
4. Accept and review a non-conforming submission.
5. Request or obtain clarifications, revisions, or additional information from any source.
6. Issue addenda to and/or cancel this RFP.
7. Issue a new request for qualifications.
8. Decline to financially participate in a proposed Project.
9. Extend any deadline or time and waive or permit the correction of minor deficiencies or irregularities in a submission and minor or technical violations of this RFP.
10. Change the scope and range of services from what is defined in this RFP at any time.

Each Respondent, by submitting qualifications, thereby accepts all risk of adverse public notice, damages, financial loss, criticism, or embarrassment that may result from any disclosure or publication of any material or information required or requested by the Selection Committee in connection with the submission of its Proposal. In submitting a Proposal, the Respondent expressly waives, on behalf of itself, its partners, joint venture members, officers, employees and agents, any claim against any of the Township, and their respective officers and employees for any damages that may arise therefrom.

All information the Selection Committee makes available to Respondents shall be as a convenience to the Respondent and without representation or warranty of any kind.

By submitting a proposal, the Respondent certifies that no relationship exists between the Respondent and the Township that interferes with fair competition or is a conflict of interest; and no relationship exists between such Respondent and another person or firm that continues a conflict of interest that is averse to the Township.

Once the partnership commences, it will be required of the selected Respondent to notify the township of any material changes in its organization, financial conditions, key personnel, or legal actions that could affect the performance of the development team.

Terms and Conditions

1. Respondents are responsible for ensuring that responses to this RFP are compliant with all applicable Federal, State, and local laws, regulations, and ordinances.
2. Respondents acknowledge that the preparation and submission of responses are at their own risk and expense, and in no event may they seek reimbursement or contribution from the Township.
3. In an effort to foster the timely redevelopment of the Site, each Respondent acknowledges that by submitting a response to this RFP, such Respondent waives its right to file or maintain, through itself or any other with which it is affiliated, any action or proceeding challenging determinations made by the Township pursuant to this RFP.
4. The successful Respondent must have sufficient monetary resources to provide for all predevelopment costs associated with the proposed project. The Township will discuss, but not be obligated to, any additional funding to pay for predevelopment costs including, but not limited to, architectural and engineering fees, legal fees, environmental reports or testing, financing and syndication costs, and surveys.
5. Designation of a successful Respondent as redeveloper for the proposed project will not create any rights whatsoever in the successful Respondent until the execution by the Township of a redevelopment agreement.
6. The Township in its sole discretion will have the option to terminate negotiations at any time if not satisfied with the progress of negotiations.
7. The Township reserves the right to reject all submissions.
8. Any successful Respondent is required to comply with requirements of the Law Against Discrimination, P.L. 1975, Ch. 127, N.J.A.C. 10:5-31, et seq., the Affirmative Action Rules, N.J.A.C. 17:27-1.1, et seq., the Americans with Disabilities Act of 1990, 42 U.S.C. § 2101, et seq.



Appendix A

NOTE:

WHEN AN ADDENDUM IS ISSUED, THE ACKNOWLEDGEMENT MUST BE INCLUDED IN THE PROPOSAL AT THE TIME OF SUBMITTAL. FAILURE TO DO SO WILL RESULT IN IMMEDIATE PROPOSAL REJECTION.

BUSINESS REGISTRATION CERTIFICATE NEW JERSEY BUSINESS REGISTRATION REQUIREMENTS – CONSTRUCTION

All New Jersey and out of state business organizations must obtain a Business Registration Certificate (BRC) from the Department of Treasury, Division of Revenue, prior to conducting business in the State of New Jersey. Proof of valid business registration with the Division of Revenue, Department of Treasury, State of New Jersey, must be submitted for the contractor and any designated subcontractors (N.J.S.A. 40a:11-16, including plumbing, HVAC, electrical and structural steel). No contract will be awarded without proof of business registration with the Division of Revenue. The contract will contain provisions of compliance with provisions of compliance with N.J.S.A. 52:32-44 as amended, outlined below.

The contractor shall provide written notice to its subcontractors and suppliers of the responsibility to submit proof of business registration to the contractor. The requirement of proof of business registration extends down through all levels (tiers) of the Project.

Before final payment of the contract is made by the contracting agency, the contractor shall submit an accurate list and proof of business registration of each subcontract or supplier used in the fulfillment of the contract or shall attest that no subcontractors were used.

For the term of the contract, the contractor and each of its affiliates and each subcontractor and each of its affiliates (N.J.S.A. 52:32-44(g)(3)) shall collect and remit to the Director, New Jersey Division of Taxation, the use tax due pursuant to the "Sales and Use Tax Act" (N.J.S.A. 54:32B-1 et seq.) on all sales of tangible personal property delivery into this state.


A business organization that fails to provide a copy of registration as required pursuant to section 1 of P.L. 2001, c. 134 (N.J.S.A. 52:32-44 et seq.) or subsection e. of section 92 of P.L. 1977, c. 110 (N.J.S.A. 5:12-92), or that provides false business registration information under the requirements of either of those sections, shall be liable for a penalty of \$25.00 for each day of violation, not to exceed \$50,000.00 for each business registration copy not properly provided under a contract with a contracting agency.

A sample Business Registration Certificate is attached (**Appendix B**). Other forms, such as a Certificate of Authority to collect Sales and Use Taxes or a Certificate of Employee Information Report Approval, are not acceptable.

Any questions in this regard can be directed to the Division of Revenue at (609) 292-1730.

Appendix B

SAMPLES OF BUSINESS REGISTRATION CERTIFICATES

	STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE
Taxpayer Name: Trade Name: Address: Certificate Number: Date of Issuance:	
For Office Use Only:	

OR

STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE		<small>DEPARTMENT OF TREASURY DIVISION OF REVENUE PO BOX 280 TRENTON, NJ 08646-0282</small>
TAXPAYER NAME: ARISTOCRAT LIMOUSINE AND BUS, INC.	TRADE NAME: ROY HILLS TRANSPORTATION	
TAXPAYER IDENTIFICATION #: 221-947-2547000	SEQUENCE NUMBER: 1087856	
ADDRESS: 354 KINGSTON ROAD PARSIPPANY, N.J. 07054	ISSUANCE DATE: 09/13/04	
EFFECTIVE DATE: 04/22/01	<i>[Signature]</i> Acting Director	
<small>FORM BRP-02/01</small>		