

Request for Qualifications and Proposals  
Redevelopment Project  
Borough of Bernardsville, Somerset County,  
New Jersey

Issue Date:

**March 18, 2024**

Submission Deadline:

**May 15, 2024; 4:00 p.m. EST**

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

Borough Clerk

Bernardsville Borough Hall

166 Mine Brook Road

Bernardsville, NJ 07924

## I. INTRODUCTION

The Borough of Bernardsville, in the County of Somerset, New Jersey (the "**Borough**"), is soliciting qualifications and proposals from qualified firms to facilitate the redevelopment of Block 125, Lot 13 on the official tax maps of the Borough, located at 65 Morristown Road, and identified on the map attached hereto as Exhibit A-1 (the "**Property**"). The Property is currently owned by the Borough and is approximately 0.43+/- acres in size.

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

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

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

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

## II. THE SELECTION PROCESS

### *Overview of the Selection Process*

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

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

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

***Required Agreements***

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

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

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

***Summary of Key Dates and Times (all times below are Eastern Standard Time)***

March 18, 2024	Date of issuance of this RFQ/P.
April 10, 2024; 4:00 p.m.	Deadline for submission of written questions and/or requests for clarifications from Respondents submitted to the Borough in writing by email to Anthony Suriano, Borough Clerk, at <a href="mailto:asuriano@bernardsvilleboro.org">asuriano@bernardsvilleboro.org</a> , with a copy to <a href="mailto:mjessup@msbnj.com">mjessup@msbnj.com</a> .
March 26, 2024 10:00 a.m. - Noon March 28, 2024 Noon – 2:00 p.m. April 2, 2024 10:00 a.m. – Noon April 4, 2024 Noon – 2:00 p.m.	Borough will make Property available for inspection.
April 18, 2024	Deadline for Borough responses to any written questions and/or requests for clarifications from Respondents by issuance of an addendum to this RFQ/P.
May 15, 2024; 4:00 p.m.	Deadline for Respondents to submit Proposals in response to this RFQ/P

### III. BACKGROUND ON THE PROPERTY

#### *Description*

The Property, consisting of 0.43 acres, is located on US-202 and is identified on the map attached hereto as Exhibit A-1. The Property is a trapezoid shape and is bound by Morristown Road (US-202) to the north, a bank to the east, an auto body shop to the west, and the passenger rail right-of-way for NJ Transit's Gladstone Branch to the south. The Property is near a variety of commercial businesses, Bernards High School, Olcott Square, and the Bernardsville Train Station. Access to the Property is provided via Morristown Road/US-202, a major commercial thoroughfare that provides a direct connection to I-287, a major regional transportation asset. A sewer connection plan from June 19, 2018 shows an existing cesspool in the southwestern corner of the site. Pervious and landscaped spaces are negligible, as unoccupied space on the Property is paved for circulation and parking.

The Property is currently developed as an automobile dealership and includes a showroom space, service area, parts areas, wash bay, storage areas, break rooms and an office. Based on plans filed with a 2007 Planning Board application for internal modifications, the existing building has 5,540 square feet on the first floor and 1,380 square feet on the second floor for a total of 6,920 square feet.

#### *Existing Encroachment*

NJ Transit owns a parcel of land of approximately 4,780 square feet, located along the Gladstone Branch Line, identified in the survey for the Property attached as Exhibit A-2 (the "**NJ Transit Property**"). Respondents should note that a portion of the existing building on the Property and a portion of the paved area on the southern portion of the Property is located within the NJ Transit Property. Respondents should consider whether they intend to use all or a portion of such NJ Transit Property and what approvals or agreements, if any, are required from or with NJ Transit.

#### *Legislative History*

On April 22, 2019, the Borough Commissioners of the Borough of Bernardsville (the "**Commissioners**") directed the Planning Board (the "**Planning Board**") to conduct a preliminary investigation to determine if the Property met the criteria to be determined a "condemnation area in need of redevelopment." The Planning Board, after conducting the required investigation and holding a public hearing on November 21, 2019, found that the Property met the statutory criteria and recommended that the Property be designated a condemnation area in need of redevelopment. Thereafter, on December 19, 2019, the Commissioners adopted a resolution accepting the Planning Board's recommendation that the Property was found to meet the necessary statutory criteria and designated the Property as a condemnation area in need of redevelopment under the Redevelopment Law.

On July 13, 2020, by ordinance, the Commissioners adopted a redevelopment plan for the Property, entitled "Redevelopment Plan 65 Morristown Road Block 125 Lot 13 Bernardsville"

dated as of June 8, 2020 (the "**Redevelopment Plan**"). The Redevelopment Plan establishes land uses, bulk standards, and design regulations for the redevelopment of the Property.

On November 19, 2020, the Borough issued an initial Request for Proposals for the Property, seeking to facilitate the redevelopment of the Property in accordance with the Redevelopment Plan. On or about December 9, 2022, the Borough purchased the Property for a purchase price of \$1,400,000.

On March 13, 2023, the Commissioners adopted a resolution designating 65 Morristown Road FBG, LLC (the "**Entity**") as the conditional redeveloper for the Property subject to the execution of an escrow agreement and redevelopment agreement between the Borough and the Entity. After good faith efforts and negotiations amongst the parties, the Entity and the Borough could not develop and agree on a project reasonably acceptable to the parties. Accordingly, on February 26, 2024, the Commissioners adopted a resolution rescinding the designation of the Entity as conditional redeveloper of the Property and terminating any and all rights the Entity had or may have had to acquire and/or redevelop the Property. On February 26, 2024, the Commissioners adopted a resolution authorizing the preparation and issuance of this RFQ/P.

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

### ***Redevelopment Vision and Specific Goals and Objectives***

While the Borough reserves the flexibility to select the most appropriate proposal for the Property, generally speaking, submissions will be evaluated based on the extent to which they meet the Redevelopment Plan. The concept plan submitted should also be cognizant of presenting pleasing architectural features given the visible location of the project and minimizing any impact on surrounding properties.

#### **Affordable Housing**

Any residential project on the Property shall provide a proportionate share of affordable dwelling units. **A minimum of fifteen percent (15%) of the dwelling units shall be affordable dwelling units and must be included within the proposed project.**

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

Uniform Housing Affordability Controls (N.J.A.C. 5:80-26.1 et seq.) as they may be amended or superseded.

### Architectural Character

One of the stated objectives of the Redevelopment Plan is to encourage high quality architectural design and construction which is reflective of the Borough's current and historic aesthetic. The exterior architecture of the project must be compatible and in harmony with the historic architecture of the Borough.

## **IV. PROPERTY AND OFF-SITE INFRASTRUCTURE**

The redeveloper, at the redeveloper's sole cost and expense, shall prepare all necessary engineering studies for, and design and construct or install all on- and off-site and off-tract municipal infrastructure improvements and capacity enhancements or upgrades required in connection with the provision of all utilities, including but not limited to water, sanitary sewer, and stormwater sewer service, in addition to all required tie-in or connection fees. The Property is currently serviced by a septic system and is not connected to the Township's sanitary sewer system. The Redeveloper, at the redeveloper's sole cost and expense, will be required to connect the Property to the Borough's sanitary sewer system. The capacity of existing utilities to service the proposed redevelopment of the Property must be independently confirmed by the successful Respondent. Electric is provided by JCP&L, gas is provided by PSE&G and water is provided by New Jersey American Water.

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

## **V. EXISTING ENTITLEMENTS AND APPROVALS; CERTAIN REDEVELOPER OBLIGATIONS**

### ***The Redevelopment Plan***

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

## *Approvals*

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

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

The successful Respondent will be required to enter into a redevelopment agreement with the Borough which redevelopment agreement will address all of the requirements of the Redevelopment Law including limitations on transfer, project schedules, etc. The redevelopment agreement will also require the successful Respondent to fund a replenishing escrow for payment of all costs of the Borough and its professionals in connection with the project, including, but not limited to, approximately \$25,000 in costs previously incurred by the Borough, and all Borough costs going forward. In addition, the successful Respondent will enter into a purchase and sale agreement with the Borough setting forth the terms of the sale of the Property, which will include a provision requiring the successful Respondent to purchase and take title to the Property on the earlier of (i) fifteen (15) days following the successful Respondent's receipt of final governmental approvals required to commence construction of the redevelopment project and (ii) twelve (12) months following the execution of the redevelopment agreement. The Property shall be sold "AS IS WHERE IS WITH ALL FAULTS" as evidenced by a Bargain and Sale Deed with Covenant as to Grantor's Acts, which typical language to this effect shall be modified to include that such covenants are only as to judgments or similar monetary liens against the Borough, and not as to any other encumbrances, restrictions, covenants, easements, and rights of any nature. Such other agreements as may be required to effectuate the redevelopment of the Property may also be executed, including a financial agreement, if appropriate.

## **VI. SUBMISSION REQUIREMENTS**

### *General Requirements*

#### **A. SEALED PROPOSAL**

Proposals shall be submitted in a securely **SEALED** envelope or carton. Unsealed and faxed proposals shall not be accepted. All Respondents must either (i) submit a proposal for the acquisition and redevelopment of the Property in accordance with the Redevelopment Plan or (ii) submit a proposal for the acquisition and redevelopment of the Property subject to certain proposed amendments to the Redevelopment Plan, provided that such proposals submitted must include a detailed list of the proposed amendments to the Redevelopment Plan.

## **B. SUBMISSION DEADLINE/FORMAT**

Proposals must be received **by 4:00 p.m. EST on Wednesday, May 15, 2024**. Responses to this RFQ/P will be received until the above-mentioned time and date for receipt. Proposals received after the time and date listed above will not be considered.

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

## **C. SUBMISSIONS**

All proposals should be sent to:

Borough Clerk  
Borough of Bernardsville  
166 Mine Brook Road  
Bernardsville, NJ 07924

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

## **D. QUESTIONS AND CLARIFICATIONS TO THIS RFQ/P**

The Borough will accept written questions and/or requests for clarifications from Respondents, provided they are submitted to the Borough in writing by email to Anthony Suriano, Borough Clerk, at [asuriano@bernardsvilleboro.org](mailto:asuriano@bernardsvilleboro.org) with a copy to [mjessup@msbnj.com](mailto:mjessup@msbnj.com), **no later than 4:00 p.m. EST on April 10, 2024**. Any written questions and/or requests for clarification which are received by the Borough after this date and time will not be considered. The Borough will provide responses to any such requests by issuance of an addendum to this RFQ/P on or about April 18, 2024. The Borough will distribute such addendum via electronic mail to the principal contact for each Respondent that registered with the FTP Site.

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

No oral interpretation, instruction or information concerning this RFQ/P given by any employee or agent of the Borough shall be binding on the Borough. The Borough will not be

responsible for any explanation or interpretation of the RFQ/P, unless such explanation or interpretation of the RFQ/P is in accordance with the procedures outlined in this RFQ/P.

#### **E. ADDENDA OR AMENDMENTS TO THIS RFQ/P**

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

#### ***Submission Requirements***

#### **A. RESPONDENT TEAM**

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

- (i) Respondents should provide a company overview describing its general experience, with concise details on years of operation, financial strength to complete the proposed project, number of projects, range of suburban and architectural project sizes and budgets, awards, prizes, citations, etc.;
- (ii) Name, address, telephone number, fax number, and e-mail address of primary Respondent point of contact and managing principal(s), and such persons' resume, roles and titles;
- (iii) Identification of any affiliation or other relationship between any members of the Respondent and any development company, parent company or subsidiary; and
- (iv) Confirm no adverse findings.

#### **B. QUALIFICATIONS AND EXPERIENCE**

Respondents must clearly demonstrate qualifications in redevelopment and prior experience and success with projects similar to their proposed project. Respondents should present relevant projects that exemplify the Respondent's accomplishments in residential development experience, with particular focus on their proposed project and public-private partnerships. Local

and/or regional experience should also be highlighted, particularly in and around the Borough. Respondents may include the following for each project qualification, if available:

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

### **C. PURCHASE PRICE**

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

The Borough will also consider the use of financial tools available to it under the Redevelopment Law and other applicable laws, such as tax exemptions and payments in lieu of taxes, to the extent warranted by the proposed project. If the Respondent's purchase price for the Property is dependent on a tax exemption or payment in lieu of taxes, Respondent shall specify the terms of such financial benefit.

### **D. DEVELOPMENT APPROACH**

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

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

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

- (i) Conceptual Property layouts and massing diagrams;
- (ii) The target market for the plan components;
- (iii) Conceptual plans for development strategy, citing examples of tenants if possible;
- (iv) Explanation of market feasibility;

- (v) Architectural building elevations. The elevations should indicate the proposed building materials to be constructed on all sides of all building elevations;
- (vi) Floor plans;
- (vii) If residential uses are proposed, a projection of the number of school aged children residing in the project;
- (viii) And any additional diagrams and illustrations as necessary to communicate the vision and redevelopment strategy.

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

#### **E. COMMITMENT AND PROJECT READINESS**

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

#### **F. FISCAL IMPACT**

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

#### **G. FINANCIAL CAPACITY**

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

#### **H. REQUIRED DOCUMENTS AND ADDITIONAL INFORMATION**

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

- (i) Original cover letter on the official letterhead of the Respondent (Exhibit B-1);
- (ii) Provide complete identification of all principals holding ten percent (10%) or more of the equity and all officers of all firms or entities so named herein (Exhibit B-2);
- (iii) A Pay-to-Play affidavit (Exhibit B-3);
- (iv) A Non-Collusion Affidavit pursuant to N.J.S.A. 52:34-15 (Exhibit B-4);
- (v) A Consent to Investigate form (Exhibit B-5);

- (vi) A Prohibited Russia-Belarus Activities & Iran Investment Activities Certification, in accordance with N.J.S.A. 52:32-58 and N.J.S.A. 52:32-60.1 (Exhibit B-6);
- (vii) Resumes of key personnel including names, years of service and education, as applicable;
- (viii) Description of any material pending legal and administrative proceedings (other than ordinary routine litigation incidental to Respondent's business) in which the Respondent, its officers, directors, employees or principals or any of their subsidiaries or parent(s), its officers, directors, employees or principals is a party or of which any of their property is the subject. Include the name of the court or agency in which the proceeding(s) are pending, the date instituted, and the principal parties thereto, a description of the factual basis alleged to underlie the proceeding and the relief sought. Include similar information as to any such proceedings known to be contemplated by any governmental authority;
- (ix) Description of any occasion in which Respondent, any officer or principal of the Respondent, with a proprietary interest therein, has ever been disqualified, removed, or otherwise prevented from bidding on, participating in, or completing a Federal, state, or local governmental project because of a violation of law, administrative code provision or safety regulation;
- (x) Description of any occasion in which Respondent or the guarantor, if applicable, has been in a position of default in a federal, state or local government project, such that payment proceedings and/or execution on a payment, performance or bid bond, letter of credit, surety or guaranty have been undertaken;
- (xi) All threatened and pending claims, litigation and judgements or settlements, government enforcement actions, notices of violations or permit violations in which the Respondent or the guarantor, if applicable, has been, or is, involved;
- (xii) Indication of whether Respondent, or any of their officers refused to testify or waive immunity before any state or Federal grand jury within the last ten years. If so, provide details.

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

### ***Selection Criteria***

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

- Purchase price for the Property;
- Estimated tax ratables and other direct and indirect financial benefits for the Borough;
- Project timetable;
- Public benefits of the proposed project;
- Statement of approach;

- Quality and feasibility of the proposal;
- Experience with, and success in, the development of projects similar to the proposed project;
- Proven success in meeting expectations, milestones and schedules;
- Strength of the team's qualifications;
- Demonstration of financial capacity;
- The compatibility of the exterior architecture of the project with the historic aesthetic within the Borough; and
- Ability to commence the project expeditiously, including the timeframe for closing and acquiring the Property from the Borough.

### ***Selection Process***

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

## **VII. MISCELLANEOUS**

### ***Borough's Reservation of Rights***

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

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

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

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

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

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

### ***Applicant's Withdrawal of Proposals***

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

### ***Applicant's Responsibility***

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

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

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

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

### ***Communications***

All communications concerning this RFQ/P, including any questions or requests for additional information shall be addressed in writing by email to Anthony Suriano, Borough Clerk, [asuriano@bernardsvilleboro.org](mailto:asuriano@bernardsvilleboro.org), with a copy to [mjessup@msbnj.com](mailto:mjessup@msbnj.com). To the extent that any questions may require clarification or information in addition to that contained in this RFQ/P, a written copy of both the question and the answer will be emailed to all Respondents who have requested an official copy of the RFQ/P and have provided an email address to receive such correspondence in accordance with Section VI (D) herein.

### ***Completeness***

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

### ***Proposal Documents***

Each Respondent should inspect its copy of the RFQ/P to ensure that a complete set of proposal documents, including attachments, are included. If a Respondent discovers that its copy of the RFQ/P is incomplete, the Respondent should notify Anthony Suriano, Borough Clerk, immediately by email at [asuriano@bernardsvilleboro.org](mailto:asuriano@bernardsvilleboro.org). The Borough will make reasonable arrangements with the Respondent to provide any missing document(s). The Borough, its officials, staff and consultants shall not be responsible for any errors, omissions, incomplete submissions or misinterpretations resulting from a Respondent's use of an incomplete set of proposal documents in preparing or submitting its proposal.

### ***Disposal***

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

### ***Terms and Conditions***

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

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

- (v) All proposals will become the property of the Borough and will not be returned.

***File Sharing Site Documents***

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

- (i) Redevelopment Plan.
- (ii) Form of NJ Transit License Agreement.

***Exhibits***

- Exhibit A-1 Map of the Property
- Exhibit A-2 Survey of the Property
- Exhibit B-1 Form of Respondent Information / Cover Letter
- Exhibit B-2 Form of Ownership Disclosure Statement
- Exhibit B-3 Form of Pay-to-Play Affidavit
- Exhibit B-4 Form of Non-Collusion Affidavit
- Exhibit B-5 Form of Consent to Investigate
- Exhibit B-6 Form of Prohibited Russia-Belarus Activities & Iran Investment Activities Certification
- Exhibit B-7 Form of Acknowledgment of Receipt of Addenda

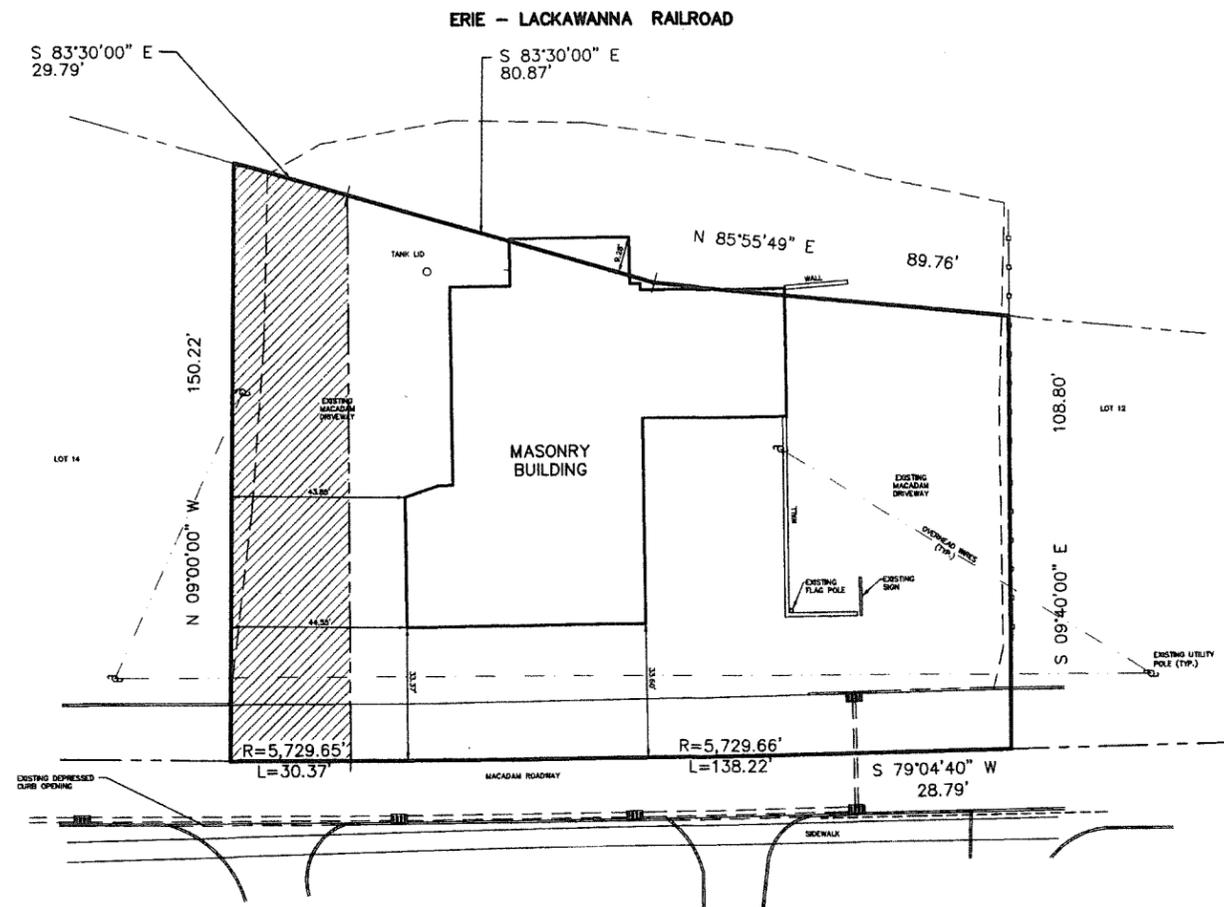
**Exhibit A-1**

**Map of the Property**

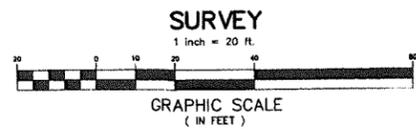


**Exhibit A-2**

**Survey of the Property**



**MORRISTOWN ROAD**  
 (STATE ROUTE No. 202, FORMERLY ROUTES 32 AND 16)  
 (66' WIDE R.O.W.)



		 370 EAST MAIN STREET, SOMERVILLE, N.J. 08876 PHONE: (908) 725-4400 - FAX: (908) 722-4401 E MAIL ADDRESS: PARKERES@aol.com		<b>SURVEY OF PROPERTY</b> 65 MORRISTOWN ROAD TAX MAP LOT 13 BLOCK 125 BOROUGH OF BERNARDSVILLE SOMERSET COUNTY, NEW JERSEY	
NO. DATE REVISION				<b>STEPHEN E. PARKER</b> NEW JERSEY PROFESSIONAL ENGINEER LIC. NO. 36187	
<b>DANIEL E. PARKER</b> NEW JERSEY LAND SURVEYOR LIC. NO. 35668		DRAWN BY DEP	CHECKED BY S.E.P.	SCALE 1"=20'	DATE 03/00/21
		FILE 14488	SHEET 1 OF 1		

**Exhibit B-1**

**Borough of Bernardsville  
PROPOSAL FORM B-1**

**RESPONDENT INFORMATION/COVER LETTER**

(To be Prepared on Respondent's Letterhead)

Date:

Respondent:

Address:

Telephone:

Contact Person:

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

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

1. A. The Respondent has reviewed and understands the requirements of the Request for Qualifications/Proposals dated March 18, 2024 (the "RFQ/P") issued by the Borough of Bernardsville (the "Borough"), in connection with the redevelopment of the Property, and, if selected, the Respondent will carry out all of the provisions of a redevelopment agreement specifying the terms of the redevelopment of the Property and the rights and responsibilities of the Borough and Respondent with respect to the project described therein (the "Redevelopment Agreement").

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

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

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

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

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

[Exhibit B-1]

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

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

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

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

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

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

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

[Exhibit B-1]

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

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

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

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

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

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

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

[NAME OF RESPONDENT]

By:  
Name:  
Title:

[Exhibit B-1]

**Exhibit B-2  
Borough of Bernardsville  
PROPOSAL FORM B-2**

**OWNERSHIP DISCLOSURE STATEMENT**

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

NAME	ADDRESS
_____	_____
_____	_____
_____	_____
_____	_____

\_\_\_\_\_  
(Signature of President or Authorized Officer)

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Name of Partnership or Corporation)

\_\_\_\_\_  
(Print Name and Title)

\_\_\_\_\_  
(Address)  
ATTEST:

\_\_\_\_\_  
(Signature of Secretary or Assistant Secretary)

\_\_\_\_\_  
(Print Name and Title)

[Seal]

**NOTE: SUBMIT SIMILAR STATEMENT FOR EACH MEMBER OF JOINT VENTURE**

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

\_\_\_\_\_  
(Signature of Owner)

\_\_\_\_\_  
(Date)

**Exhibit B-3**  
**Borough of Bernardsville**  
**PROPOSAL FORM B-3**

**PAY-TO-PLAY AFFIDAVIT**

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

State of \_\_\_\_\_

County of \_\_\_\_\_

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

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

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

Signature of Person Making Affidavit \_\_\_\_\_

Sworn and subscribed to before me this day of \_\_\_\_ / \_\_\_\_ /2024

My Commission expires on \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_

**Exhibit B-4**  
**Borough of Bernardsville**  
**PROPOSAL FORM B-4**

**NON-COLLUSION AFFIDAVIT**

STATE OF \_\_\_\_\_ )

:ss

COUNTY OF \_\_\_\_\_ )

I, \_\_\_\_\_, of \_\_\_\_\_ (name of municipality where Respondent is located) in the County of \_\_\_\_\_, and the State of \_\_\_\_\_, of full age being duly sworn according to law on my oath, depose and say that I am \_\_\_\_\_ (TITLE) of \_\_\_\_\_ (NAME OF RESPONDENT), the Respondent making the proposal to the Borough of Bernardsville (the "Borough") in connection with the purchase and development by the Respondent of certain real property in the Borough of Bernardsville, Somerset County, New Jersey as such terms are defined in the Request for Qualifications/Proposals, dated March 18, 2024.

1. I executed the Proposal with full authority to do so.
2. The Respondent has not, directly or indirectly, entered into any agreement, participated in any collusion or otherwise taken any action in restraint of free competition in connection with the Proposal for the purchase and development of certain real property in the Borough of Bernardsville, Somerset County, New Jersey.
3. All statements contained in the Proposal and in this Affidavit are true and correct, and made with full knowledge that the Borough relies upon the truth of the statements contained in the Proposal and in the statements contained in this Affidavit in awarding a redevelopment agreement for the development of certain real property in the Borough of Bernardsville, Somerset County, New Jersey.
4. No person or selling agency has been employed or retained to solicit or secure agreement by the Borough to award a redevelopment agreement to the Respondent, upon an agreement or understanding, for a commission, percentage, brokerage or contingent fee, except bona fide employees or bona fide established commercial or selling agencies maintained by the Respondent for the purpose of securing business.

[Exhibit B-4]

\_\_\_\_\_  
(Name of Respondent)

BY: \_\_\_\_\_  
(Signature of Duly Authorized Representative)

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 2024

\_\_\_\_\_  
(Notary Public)

My commission expires \_\_\_\_\_

**Exhibit B-5**  
**Borough of Bernardsville**  
**PROPOSAL FORM B-5**

**CONSENT TO INVESTIGATE**

The Respondent (including its officers, directors, principals and partners) hereby gives its consent to the Borough of Bernardsville (the "Borough"), and its authorized representatives, to investigate and verify all information contained in the Proposal submitted herewith in response to the Request for Qualifications/Proposals (RFQ/P), dated March 18, 2024 issued by the Borough with respect to the Respondent's eventual purchase and development of certain real property in the Borough of Bernardsville, Somerset County, New Jersey, as defined in the RFQ/P. Such consent shall include information concerning the Respondent (including its principals and partners) maintained by state and/or federal regulatory agencies, including financial and law enforcement agencies. The Respondent (including its principals and partners) agrees that all financial institutions, law enforcement agencies, and regulatory agencies are authorized to release information verifying those representations and/or submissions made by the Respondent (including its principals and partners). The Respondent (including its principals and partners) further gives its consent to the Borough and/or its authorized representatives to inspect all premises or facilities owned and/or operated by the Respondent (including its principals and partners) and relevant records of the Respondent (including its principals and partners) in order to verify information contained in the Proposal.

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

**(NAME OF RESPONDENT)**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**Exhibit B-6**  
**Borough of Bernardsville**  
**PROPOSAL FORM B-6**

**Prohibited Russia-Belarus Activities & Iran Investment Activities Certification**

# Prohibited Russia-Belarus Activities & Iran Investment Activities

Person or Entity

## Part 1: Certification

### COMPLETE PART 1 BY CHECKING ONE OF THE THREE BOXES BELOW

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

<https://www.nj.gov/treasury/administration/pdf/RussiaBelarusEntityList.pdf>  
[www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf](http://www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf)

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

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

If a vendor or contractor is found to be in violation of law, action may be taken as appropriate and as may be provided by law, rule, or contract, including but not limited to imposing sanctions, seeking compliance, recovering damages, declaring the party in default, and seeking debarment or suspension of the party.

## CONTRACT AWARDS AND RENEWALS



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

[Exhibit B-6]

**CONTRACT AMENDMENTS AND EXTENSIONS**



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

**IF UNABLE TO CERTIFY**



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

**Part 2: Additional Information**

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

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

**Part 3: Certification of True and Complete Information**

*I, being duly sworn upon my oath, hereby represent and state that the foregoing information and any attachments there, to the best of my knowledge, are true and complete. I attest that I am authorized to execute this certification on behalf of the above-referenced person or entity.*

*I acknowledge that the Borough of Bernardsville is relying on the information contained herein and hereby acknowledge that I am under a continuing obligation from the date of this certification through the completion of any contracts with the Borough of Bernardsville to notify the Borough of Bernardsville in writing of any changes to the answers of information contained herein.*

*I acknowledge that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification. If I do so, I recognize that I am subject to criminal prosecution under the law and that it will also constitute a material breach of my agreement(s) with the Borough of Bernardsville and that the Borough of Bernardsville at its option may declare any contract(s) resulting from this certification void and unenforceable.*

<b>Full Name (Print)</b>		<b>Title</b>	
<b>Signature</b>		<b>Date</b>	

**Exhibit B-7  
Borough of Bernardsville  
PROPOSAL FORM B-7**

**ACKNOWLEDGEMENT OF RECEIPT OF ADDENDA**

**The Undersigned Respondent hereby acknowledges receipt of the following Addenda:**

<u>Addendum Number</u>	<u>Dated</u>	<u>Acknowledge Receipt</u>
		<b>(Initial)</b>
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

**Acknowledgment by Bidder:**

Name of Bidder: \_\_\_\_\_

By Authorized Representative: \_\_\_\_\_

Signature: \_\_\_\_\_

Printed Name of Title: \_\_\_\_\_

Date: \_\_\_\_\_