

# **Borough of Paulsboro**

## ***REQUEST FOR PROPOSALS***

***SALE OF 40 Riverview Avenue  
BLOCK 41, LOT 11***

**Borough of Paulsboro  
1211 N. Delaware Street  
Paulsboro, New Jersey 08066  
(856) 423-1500**

**I. Introduction and Overview**

Pursuant to N.J.S.A. 40A:12A-8(g), the Borough of Paulsboro (the “Borough”), has been authorized to sell certain real property owned by Borough located on Block 41, Lot 11, on the Official Tax Map of the Borough of Paulsboro, more commonly known as 40 Riverview Avenue, Borough of Paulsboro, County of Gloucester, State of New Jersey (the “Property”), and legally described in the attached Offer to Purchase Real Property (the “Offer”).

The Borough will accept sealed Proposals for the Property until noon (12:00 p.m.), Friday, March 18, 2021 (the “Due Date”). In the event that the initial bid period does not produce a viable award recommendation, the Borough may, at its discretion, extend the proposal period until it receives an acceptable proposal. Timelines will be moved to correspond to the accepted proposal date. Notification of a proposal extension will be made on the Borough’s website [www.paulsboronj.org](http://www.paulsboronj.org). The first qualifying proposal that is received and accepted will end the extension period.

Proposals will be opened on the Due Date at 12:00 p.m. It is the intention of the Borough to notify, no later than April 6, 2021 the successful Bidder who is the most responsive and responsible and offers the highest price or highest value to the Borough. Notification will be via phone, followed in writing.

The Borough reserves the right to waive any irregularity or defect in any submission; request clarification or additional information regarding Proposals; to conduct a Best and Final Offer (BAFO); to cancel this Request for Proposal (the “RFP”) and to reject any and all Proposals at its sole discretion.

A. The following documents are available on-line at the Borough’s website [www.paulsboronj.org](http://www.paulsboronj.org):

1. Request for Proposal (RFP)
2. Purchaser’s Acknowledgement
3. Offer to Purchase Real Property
4. Release of Liability Form

B. Key RFP Dates

1. February 18, 2021 – RFP Release Date

**Proposal Due: March 18, 2021 at Noon (12:00 p.m.)**

2. March 18, 2021 – Proposals Due (noon; 12:00 p.m.) and Opened (noon; 12:00 p.m.)
3. April 6, 2021 – Proposal Awarded and Accepted
4. April 1, 2021, 2021 – Request for Proposal Extended if Applicable (if necessary; see Section VIII)
5. April 6, 2021 – Proposal Awarded and Accepted (if necessary; see Section VIII)

The Borough shall assume no liability whatsoever for any expense incurred by a Bidder in replying to this RFP.

## **II. The Property**

The Property can be generally described as a 0.191 acre parcel containing a two-story residential property of approximately 1,022 square feet according to the tax records. The Property may be subject to covenants, conditions and restrictions (“CCRs”) which regulate the use of the Property.

The Property was acquired by the Borough in 2018 by foreclosure (Final Judgment dated August 27, 2018, Docket No. F-020315-17, recorded September 4, 2018 in the Gloucester County Clerk’s Office, Book 5937, Page 168).

## **III. Proposal Submission Procedures**

- A. Sealed Proposals must be received on or before the Due Date (March 18, 2021) at 12:00 p.m EST. Proposals received after noon (12:00 p.m.) on the Due Date will not be accepted or will be marked late, unopened, and returned to sender.
- B. Bidders shall submit one (1) clearly marked original and two (2) photocopies of their Proposal Package. Proposals must be received in one envelope or box marked “PROPOSAL – 40 RIVERVIEW AVENUE PURCHASE” and addressed to:

Borough of Paulsboro  
Attn: Borough Clerk  
1211 Delaware Street  
Paulsboro, New Jersey 08066

The envelope or box must also contain the Bidder’s name and return address.

- C. Proposals may only be delivered via U.S. Mail, courier service, or hand delivery. Electronic or facsimile Proposals will not be accepted.
- D. All information shall be entered in ink or typewritten. Mistakes may be crossed out and all corrections inserted before submission of a Proposal. The person signing

**Proposal Due: March 18, 2021 at Noon (12:00 p.m.)**

the Proposal shall initial and date corrections in ink.

E. Proposal documents, including the Offer to Purchase Real Property, shall be signed by the person(s) authorized to contractually bind the Bidder. Potential Bidders are encouraged to consult with legal counsel to ensure that their proposal constitutes a legally binding offer. Failure to submit a legally binding offer is grounds for rejection of a Proposal. Proposals must contain original signatures.

F. Proposals will not be accepted from corporate or partnership entities. Proposals will only be accepted from persons who agree to these terms of purchase, including the requirement of the owner occupying the home for five (5) years after closing.

#### **IV. Proposal Package Requirements**

A. Proposal Packages must contain the following information:

1. Signed and Completed Offer to Purchase Real Property, attached hereto as Exhibit A, and Addendum, if applicable. Fill in all appropriate blanks on the Offer Form, including your name and address, offer price and all other blank spaces. Be sure to sign the Offer.
2. Signed Purchaser's Acknowledgement, attached hereto as Exhibit B.
3. Signed Release, Waiver of Liability, and Covenant Not to Sue, attached hereto as Exhibit C.
4. Evidence of Bidder's financial capability to complete the purchase, including the source of funds that will be used to purchase the Property. This includes confirmation of available cash on hand or pre-qualification letter from a reputable lender.
5. Indicate how your proposal represents the highest price or highest value to the Borough in terms of direct and indirect financial, economic and community benefits.

Failure to provide any of the above requested information may result in disqualification of proposal process.

The Borough reserves the right to request additional information pertaining to the Proposal Package, or any other matters related to the Request for Proposal prior to award.

The winning Proposal made to the Borough shall be irrevocable, except as set forth in Section 6 of the Offer with respect to Cancellation.

#### **B. Property Inspection**

Due to the unsafe nature of the Property, site inspections will be made available by appointment only between the hours of 10:00 a.m. and 3:00 p.m. on normal business days.

**Proposal Due: March 18, 2021 at Noon (12:00 p.m.)**

Please contact Kathy VanScoy, Clerk for the Borough of Paulsboro at (856) 423-1500 or email [kvanscoy@paulsboronj.org](mailto:kvanscoy@paulsboronj.org) to make an appointment to inspect the house. DO NOT enter the Property without an appointment. Bidders are encouraged to inspect the property.

#### C. Questions Regarding Request for Proposal

Questions regarding the RFP must be made in writing and submitted electronically to M. James Maley, Jr., Esquire, of Maley Givens, P.C., Borough Solicitor at [jmaley@maleygivens.com](mailto:jmaley@maleygivens.com) no later than March 9, 2021. Answers to questions will be posted no later than March 15, 2021.

1. All questions and answers from all Bidders will be made available on the Borough of Paulsboro web site [www.paulsboronj.org](http://www.paulsboronj.org).
2. The Borough will not respond to telephone inquiries or visitation by Bidders or their representatives with respect to this RFP.

#### D. Official Contact Information:

Borough of Paulsboro  
Attn: Susan Jacobucci, Administrator  
1211 Delaware Street  
Paulsboro, New Jersey 08066

#### E. Offer

Interested parties must offer to purchase the Property in cash at closing. All Bidders must complete and submit the Offer to Purchase (Exhibit A) indicating the amount offered for the Property. All valid offers submitted shall remain open and irrevocable for sixty (60) days from the opening date of the RFP and the Borough reserves the right to formally accept any offer within that time period.

The Property shall be deed restricted as an owner-occupied property for five (5) years.

The Buyer shall be required to enter into a redevelopment agreement with the Borough to rehabilitate the Property and obtain a Certificate of Occupancy as a single-family residential structure. The agreement will require, among other things, that the Buyer agree to retain an interest in the Property until the completion of the rehabilitation project. All construction is expected to be completed within a twelve (12) month period. Details regarding uses, bulk standards, and the like can be found in the Redevelopment Plan for the Borough of Paulsboro.

#### F. Purchase Price

**Proposal Due: March 18, 2021 at Noon (12:00 p.m.)**

Purchase price must be paid in cash at closing. The minimum purchase price is \$40,000.

#### G. Title and Escrow Costs

Successful Bidder is advised to obtain a standard owner's title policy for the Property. Successful Bidder shall pay for the cost of any such owner's policy. Successful Bidder shall be responsible for Borough costs in the amount of Five Hundred Dollars (\$500.00) to Seller for the preparation and recording of the deed to be paid at closing. All other escrow and collection costs will be paid by Buyer.

#### H. Commission

No commission shall be paid on this transaction. Any Bidder who elects to utilize the services of a real estate professional shall be responsible for any costs or charges incurred in that representation. Under no circumstances shall the Borough be responsible for any commission on the sale.

#### I. Earnest Money Deposit

No earnest money deposit is required.

### **V. Agreement of Sale Required to Post Bid**

Within ten (10) business days of award of the Bid, the successful bidder shall enter an Agreement of Sale with substantially similar terms to those in the Offer to Purchase Real Property submitted in the Proposal. The Borough shall transfer title by Quitclaim Deed. A Certificate of Regularity shall be provided to the successful bidder.

### **VI. Right to Reject Bids**

The Borough reserves the right to reject any and all bids or parts thereof and to waive any informality, if deemed in the best interests of the Borough. Bids may be rejected for any of the following reasons:

- A. All bids for any reason set forth in N.J.S.A. 40A:11-13.2;
- A. If more than one bid is received from an individual, firm or partnership, corporation or association under the same name;
- B. Multiple bids from an agent representing competing bidders;
- C. The bid is from an entity other than a person;

### **VII. Method of Award and Selection Criteria**

Complete responses to this RFP will be evaluated by the Borough. Selection criteria will

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include, but is not limited to, the following:

- A. Specific details in the response, particularly in terms of dates, numbers and dollars. Vague and/or general responses are not acceptable.
- B. The most responsive and responsible Bidder that will allow the Borough to realize the highest price or highest value.
- C. Evidence of Bidder's financial capability to complete the purchase.
- D. Compliance with constitutional and statutory provisions and the terms set forth in this RFP, including the Offer to Purchase.
- E. The Proposal shall in all respects be governed by, and construed in accordance with, the laws of the State of New Jersey.

### **VIII. Proposal Period Extension**

If the initial proposal period does not produce a viable award recommendation, the Borough may, at its discretion, extend the proposal period until it receives a viable proposal. Timelines will be moved to correspond to the extended proposal date. Notification of a proposal extension will be made on the Borough's website [www.paulsboronj.org](http://www.paulsboronj.org).

After the initiation of an extended proposal period, the first qualifying proposal that is received and acceptable to the Borough will end the extension period.

### **IX. Open Public Records Act ("OPRA")**

All information in a Bidder's proposal is subject to the provisions of the Open Public Records Act, N.J.S.A. 47:1A-1, et. seq. ("OPRA"), as may be amended from time to time. If the response includes material that is considered by the bidder to be proprietary and confidential under OPRA, the bidder shall clearly designate the material as such, explaining why such material should be considered confidential. The bidder must identify each page or section of the response that it believes is proprietary and confidential with sufficient grounds to justify each exemption from release, including the prospective harm to the competitive position of the bidder if the identified material were to be released. Under no circumstances can the entire response or price information be marked confidential. Responses so marked may not be considered.

**Proposal Due: March 18, 2021 at Noon (12:00 p.m.)**

**Exhibit A**

Offer to Purchase

## OFFER TO PURCHASE REAL PROPERTY

**THIS OFFER TO PURCHASE REAL PROPERTY** (the "Offer") is entered into between \_\_\_\_\_, residing at \_\_\_\_\_

\_\_\_\_\_ (the "Buyer"), and the Borough of Paulsboro, with its principal offices at 1211 N. Delaware Street, Paulsboro, New Jersey 08066, (the "Seller"). Buyer agrees to purchase from Seller all that land, building(s) and improvements in the Municipality of Borough of Paulsboro, County of Gloucester, and State of New Jersey, being commonly known as 40 Riverview Avenue, Paulsboro, New Jersey 08066, identified on the Municipal Tax Map as Block 41, Lot 11 (the "Property"), containing 0.191 acres, more or less, under the following terms and conditions:

**1. Purchase Price.** Buyer will pay to Seller the sum of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_) at Closing. The Property is subject to all applicable building and use restrictions, liens, encumbrances, charges, title exceptions, and easements, if any, affecting the Property.

**2. Irrevocable Offer.** This Offer is irrevocable except as set forth in Paragraph 0 with respect to cancellation during the Inspection Period.

**2.1** The Seller, by executing the acceptance portion hereof and including the same in a response addressed to Buyer pursuant to Section 13 of this Offer, will cause this Offer, without further action of either party, to become a binding contract for the sale of Property.

**3. Approvals.** The sale of this Property is not subject to any outside approvals.

**4. Earnest Money. No earnest money deposit is required.**

**5. Closing.** The Closing will occur at a location and time agreed upon by both the Seller and Buyer, not more than thirty (30) calendar days after the acceptance of the Offer.

**5.1.** The Quitclaim Deed will be prepared by Seller, all other closing documents will be prepared by the Buyer and/or a reputable title company. Closing costs and special assessments, if any, will be paid by Buyer.

**5.2.** At Closing, after receipt of the balance of the Purchase Price in the form of a certified check, cashier's check or electronic funds from Buyer, Seller will convey title to the Property by Quitclaim Deed, prepared and approved by the Seller, subject to any liens, charges, actions, encumbrances, restrictive covenant and title exceptions.

**5.4.** The execution and delivery of the Quitclaim Deed by the Seller will be deemed to be in full performance and discharge of all the terms and conditions of this Offer to be observed or performed by Seller, except those that are stated expressly to survive the Closing.

## **6. Contract for Sale.**

**6.1.** Within ten (10) business days of the award of the bid, Buyer and Seller shall enter into a Contract for Sale.

**7. Environmental.** Buyer agrees that the Seller assumes no liability or responsibility for the presence of any toxic, hazardous, polluting or injurious substances on, in, or below the Property. Except as expressly stated herein, Seller makes no representations as to any toxic, hazardous, polluting or injurious substances on, in, or below the Property or any property adjacent to the Property.

**7.1.** Buyer agrees to take no administrative, judicial or other legal action against the Seller because of the existence or discovery of any toxic, hazardous, polluting or injurious substances. Actions include, but are not limited to, any action for contribution, cost recovery, third party action, injunctive relief to compel the Seller to investigate or take remedial action, declaratory relief, damages, or any action associated with any obligations the Buyer may have to comply with federal, state or local law in conjunction with the investigation, removal, or abatement of any toxic, hazardous, polluting or injurious substance, including but not limited to asbestos or asbestos-containing materials. Buyer agrees to release and hold harmless the Seller from any and all existing and future claims related to the existence or discovery of any toxic, hazardous, polluting or injurious materials in, on, below or emanating from the Property.

**7.2.** Buyer agrees to indemnify the Seller and to hold the Seller harmless if any hazardous, polluting, injurious, or toxic substances exist, are discovered in, on, below, or emanating from the Property or their condition is exacerbated by the Buyer.

**7.3.** Seller makes no representation or warranty as to the truth, accuracy or completeness of any materials, data or information delivered or made available by Seller to Buyer in connection with the sale of the Property. Buyer acknowledges and agrees that all materials, data and information delivered or made available by Seller to Buyer are provided as a convenience only and that any reliance on or use of such materials, data or information by Buyer will be at the sole risk of Buyer.

**7.4.** Without limiting the foregoing provisions, Buyer acknowledges and agrees that (a) any environmental or other report regarding the Property which is delivered or made available by Seller to Buyer will be for general informational purposes only, (b) Buyer will not have any right to rely on such report delivered or made available by Seller to Buyer, but rather will rely on its own inspections and investigations of the Property and any reports commissioned by Buyer with respect thereto, (c) neither Seller nor the person or entity which prepared any such report delivered or made available by Seller to Buyer will have any liability to Buyer for any inaccuracy in or omission from any such report, and (d) Buyer will assume all liability and costs associated with federal, state and/or local environmental laws or regulations.

**8. Property Survey.** Buyer may, at Buyer's expense, obtain an independent survey of the Property.

**9. Title Restrictions.** The Property shall be deed restricted as an owner-occupied property for five (5) years.

**10. Title Insurance.** Buyer is responsible for the costs of issuance of a title insurance policy, to be obtained at the discretion of Buyer.

**11. Certificate of Occupancy and Zoning Compliance.**

**11.1** Seller makes no representation concerning existing zoning ordinances except that its present use as a single family dwelling may be continued.

**12. Fees and Commissions.** If any person asserts a claim to a fee, commission or other compensation in relation to this transaction, as a broker, finder, or other capacity or for performance of services as a broker or finder in connection with this Offer, the Buyer will (a) indemnify, defend and hold harmless the Seller against and from any such claim and all costs, expenses and liabilities incurred in connection with such claim or any action or proceeding brought thereon (including without limitation, any and all attorney fees and costs incurred in defending against such claim) and (b) satisfy promptly any settlement or judgment arising from any such claim or any action or proceeding brought thereon. Buyer acknowledges that Seller has not used the services of a broker in connection with this transaction.

**13. Notices.** Notices under this Offer must be delivered to:

Buyer:

Seller:  
Borough of Paulsboro  
Attn: Susan Jacobucci, Administrator  
1211 Delaware Street  
Paulsboro, New Jersey 08066

With a copy to:  
M. James Maley, Jr.  
Maley Givens, P.C.  
1150 Haddon Avenue, Suite 210  
Collingswood, New Jersey 08108

Facsimile or electronic notices will not be accepted.

**14. Buyer Representations and Warranties.** Buyer represents and warrants to Seller:

**14.1** Buyer has the full right, power and authority to purchase the Property as provided in this Offer and to carry out Buyer's obligations hereunder, and all requisite action necessary to authorize Buyer to enter into this Offer and to carry out its obligations hereunder have been, or by the Closing will have been, taken. The person signing this Offer on behalf of Buyer is authorized to do so.

**14.2** There is no action, suit, arbitration, unsatisfied order or judgment, government investigation or proceeding pending against Buyer which, if adversely determined, could interfere with the consummation of the transaction contemplated by this Offer.

**14.3** The representation and warranties of Buyer will survive Closing.

**15. Seller Representations and Warranties.** Seller represents and warrants to Buyer:

**15.1** Seller makes no representation concerning the structural integrity, plumbing, electrical and heating systems together with all equipment servicing those systems, and the central air-conditioning.

**15.2** Seller is selling the Property "as is, where is, and with all faults."

**15.3** Buyer shall have the right to inspect the Property immediately prior to Settlement to ensure that these items are in working order, also that the conditions of the property are as agreed.

**15.4** Seller shall have all utilities in service during the 48-hour period immediately preceding Settlement.

**16. Termination.** If the Buyer fails to perform any of its obligations under this Offer, the Seller will provide written notice of default to the Buyer. If the Buyer fails to cure within thirty (30) days after the Seller's written notice, Seller may terminate this Offer and any monies paid hereunder may be retained by the Seller as liquidated damages.

**17. Miscellaneous Provisions.**

**16.1.** It is expressly understood and agreed that neither the Seller nor the Buyer may assign its interest under this Offer or any portion thereof without the prior written consent of the other party, its successors or assigns.

**16.2.** Prior to Closing, any news releases or other media releases to the public of information with respect to the sale of the Property or any matters set forth in this Offer will be made only in the form approved by Seller in writing.

**16.3.** Each provision of this Offer is severable from all other provisions of the Offer and, if one or more of the provisions of the Offer is declared invalid, the remaining provisions of this Offer will remain in full force and effect.

**16.4.** This Offer may be changed or modified only if in writing and signed by both

parties.

**16.5.** Each party will, without further consideration, execute and deliver such other documents and take such other action, whether prior or subsequent to Closing, as may be reasonably requested by the other party to consummate more effectively this Offer. Without limiting the generality of the foregoing, Buyer will, if requested by Seller, execute acknowledgments of receipt with respect to any materials delivered by Seller to Buyer with respect to the Property. The provisions of this Section will survive Closing.

**16.6.** The provisions of this Offer and of the documents to be executed and delivered at Closing are and will be for the benefit of Seller and Buyer only and are not for the benefit of any third party. Accordingly, no third party will have the right to enforce the provisions of this Offer or of the documents to be executed and delivered at Closing.

**16.7.** This Offer may be executed in any number of counterparts, each of which will be deemed an original, and all of which when taken together, will constitute the same instrument.

**16.8.** Captions and headings used in this Offer are for information and organizational purposes. Captions and headings, including inaccurate references, do not, in any way, define or limit the requirements or terms and conditions of this Offer.

**16.9.** Except as expressly stated herein, Seller makes no representation or warranty as to the truth, accuracy or completeness of any materials, data or information delivered or made available by Seller to Buyer in connection with the transaction contemplated hereby. Buyer acknowledges and agrees that all materials, data and information delivered or made available by Seller to Buyer in connection with the transaction contemplated hereby are provided to Buyer as a convenience only and that any reliance on or use of such materials, data or information by Buyer will be at the sole risk of Buyer, except as otherwise expressly stated herein. Without limiting the generality of the foregoing provisions, Buyer acknowledges and agrees that (a) any environmental or other report with respect to the Property which is delivered or made available by Seller to Buyer will be for general informational purposes only, (b) Buyer will not have any right to rely on such report delivered or made available by Seller to Buyer, but rather will rely on its own inspections and investigations of the Property and any reports commissioned by Buyer with respect thereto, (c) neither Seller nor the person or entity which prepared any such report delivered or made available by Seller to Buyer will have any liability to Buyer for any inaccuracy in or omission from any such report, and (d) Buyer will assume all liability and costs associated with federal, state and/or local environmental laws or regulations.

**18. Governing Law.** This Offer is governed by, and construed in accordance with, the laws of the State of New Jersey.

**19. Entire Agreement.** This instrument constitutes the entire agreement between the Seller and the Buyer, and there are no other terms, conditions, promises, understandings, statements or representations, express or implied, oral or written, concerning the transaction contemplated hereunder. This Offer will inure to the benefit of and bind both parties and their respective agents, representatives, successors and assigns.

**20. Effective Date.** The Effective Date of this Offer will be the date signed as accepted by the Seller.

**BUYER:**

(For Individuals)

\_\_\_\_\_ [Name of Individual (Please Print)]

\_\_\_\_\_ [Signature]

\_\_\_\_\_ [Name of Individual (Please Print)]

\_\_\_\_\_ [Signature]

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

**X. ACCEPTANCE:**

On this \_\_\_\_\_ day of \_\_\_\_\_, 2021, the Borough of Paulsboro, accepts the foregoing Offer according to its terms.

**BOROUGH OF PAULSBORO**

\_\_\_\_\_  
By: Gary C. Stevenson, Mayor

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

**Exhibit B**

Purchaser's Acknowledgement

**REQUEST FOR PROPOSAL**

**40 RIVERVIEW AVENUE**

**PURCHASER'S ACKNOWLEDGEMENT**

The undersigned proposes to purchase from the Borough of Paulsboro (the "Borough") certain real property commonly known as 40 Riverview Avenue (the "Property") located in the Borough of Paulsboro, County of Gloucester, State of New Jersey, and more specifically described in the attached Offer to Purchase Real Property (the "Offer").

The undersigned acknowledges that their Proposal complies with the requirements of the Request for Proposal and all applicable legal requirements. Additionally, the undersigned acknowledges that any exceptions/additions/revisions to the attached Offer must be in the form of an Addendum to the Offer, and attached as such to the Offer submitted with the Proposal. Bidder has / has not (circle one) made revisions to the Offer.

The undersigned has carefully checked the Proposal and understands that they will be responsible for any errors or omissions in the Proposal, and is in receipt of or had access to any information regarding the Property available from the Borough. The Bidder acknowledges the ability to expedite due diligence and to close within thirty (30) days from the Project award date. The undersigned further acknowledges that the Borough is not liable for any costs incurred by Bidder in preparing and submitting a proposal, and that Bidder is fully responsible for all such costs.

The undersigned acknowledges that the Borough reserves the right to: waive any irregularity or defect in any Proposal and/or request additional information pertaining to the Proposal; conduct a Best and Final Offer (BAFO); and at its sole discretion, reject any and all bids.

By signing below, Bidder acknowledges and certifies that they are authorized to submit the accompanying proposal and all components thereof; that they have read and understands all terms and conditions of the Request for Proposal; that they understand all documents and reports are provided as a courtesy to the interested parties and that the Bidder should rely on their own professional inspections and investigations and that all parts of the proposal submitted may be relied on by the Borough as valid.

\_\_\_\_\_ [Name (Please Print)]

\_\_\_\_\_ [Signature]

\_\_\_\_\_ [Name (Please Print)]

\_\_\_\_\_ [Signature]

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

**Exhibit C**

Release, Waiver of Liability, and Covenant Not to Sue

**REQUEST FOR PROPOSAL**

**40 RIVERVIEW AVENUE**

**RELEASE, WAIVER OF LIABILITY, AND COVENANT NOT TO SUE**

1. I understand I have permission to enter Block 41, Lot 11 on the Official Tax Map of the Borough of Paulsboro, more commonly known as 40 Riverview Avenue, Paulsboro, New Jersey.

2. I covenant and agree that I will refrain from commencing any action or proceeding, or prosecuting any pending action or proceeding, on account of any matter released hereunder.

3. I absolutely and unconditionally release and forever discharge the Borough of Paulsboro and its departments, commissions, boards, and their respective past, present, and future directors, officers, employees, attorneys, agents, representatives, indemnitors, and insurers (collectively the "Borough") from all claims that I directly, indirectly, derivatively, or in any other capacity ever had, now have, or hereafter can, shall, or may have arising out of entry on and inspection of the Property.

4. I acknowledge this release is a full release. I expressly waive and assume the risk of any and all claims for damages that may hereafter arise out of my entry on and inspection of the Property, including those of which I do not know or suspect to exist, whether through ignorance, oversight, error, negligence, or otherwise, and which, if known, would materially affect my decision to enter into this agreement.

\_\_\_\_\_ [Name (Please Print)]

\_\_\_\_\_ [Signature]

\_\_\_\_\_ [Name (Please Print)]

\_\_\_\_\_ [Signature]

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

\_\_\_\_\_

**Bid Checklist**

Initial	Description of Submission
_____	Signed and Completed Offer to Purchase Real Property, attached hereto as Exhibit A, and Addendum, if applicable. Fill in all appropriate banks on the Offer Form, including your name and address, offer price and all other blank spaces. Be sure to sign the Offer.
_____	Signed Purchaser's Acknowledgement, attached hereto as Exhibit B.
_____	Signed Release, Waiver of Liability, and Covenant Not to Sue, attached hereto as Exhibit C.
_____	Evidence of Bidder's financial capability to complete the purchase, including the source of funds that will be used to purchase the Property. This includes confirmation of available cash on hand or pre-qualification letter from a reputable lender.
_____	Indicate how your proposal represents the highest price or highest value to the Borough in terms of direct and indirect financial, economic and community benefits.