

REQUEST FOR PROPOSALS
FOR
MANAGEMENT, MAINTENANCE AND OPERATIONS FOR
FORT MONMOUTH MARINA

Issued by the
FORT MONMOUTH ECONOMIC REVITALIZATION AUTHORITY

Date Issued: April 18, 2014

Responses due by 12:00 P.M. EDT on May 12, 2014

MANDATORY PRE-PROPOSAL CONFERENCE
To be held on April 28, 2014 at 10:00 A.M.
FMERA Office 502 Brewer Ave., Fort Monmouth, Oceanport, NJ

**REQUEST FOR PROPOSALS
FOR
MANAGEMENT, MAINTENANCE AND OPERATIONS FOR
FORT MONMOUTH MARINA**

1.0 PURPOSE AND INTENT

The Fort Monmouth Economic Revitalization Authority (the "Authority"), by means of this Request for Proposals for management, maintenance and operations for the Fort Monmouth Marina (the "RFP") is soliciting proposals from qualified firms interested in performing the services described herein as the operator to provide management, maintenance and operations for Fort Monmouth Marina (the "Operator"). The Authority will select one firm to provide these services.

The operator will be engaged for a term of up to twelve (12) months, commencing with the date of appointment which is expected to be on or about June 1, 2014 or until the property is sold whichever comes first. The Authority reserves the right to extend the term of the engagement on a month by month basis at the Authority's sole discretion. **Pricing will remain unchanged for any extension.**

Termination of the Contract for Convenience: The Authority also reserves the right to terminate the contract award at any time during the duration of the Contract, without penalty. Where circumstances change and/or the needs of the Authority change, or the Contract is otherwise deemed by the Authority to no longer be in the public interest or the services of the Operator are no longer desired by the Authority, the Authority may terminate the contract award upon no less than thirty (30) days notice to the Operator. In the event of such a termination of the contract award, the Operator shall furnish to the Authority, free of charge, such close-out reports as may reasonably be required.

2.0 BACKGROUND

2.1 The Authority and Fort Monmouth

The Authority was established by P.L.2010, Chapter 51, by the New Jersey State Legislature (the "State Legislature"). In creating the Authority, the State Legislature declared: The closure and revitalization of Fort Monmouth is a matter of great concern for the host municipalities of Eatontown, Oceanport, and Tinton Falls; for Monmouth County; and for the State of New Jersey.

The economies, environment, and quality of life of the host municipalities, Monmouth County, and the State will benefit from the efficient, coordinated, and comprehensive redevelopment and revitalization of Fort Monmouth. The Fort Monmouth Economic Revitalization Planning Authority was established pursuant to P.L.2006, c.16 (C.52:27I-1 et seq.) to plan for the comprehensive conversion and revitalization of Fort Monmouth, so as to encourage enlightened land use and to create employment and other business opportunities for the benefit of the host municipalities, of that county and the entire State. On September 4, 2008, the Fort Monmouth

Economic Revitalization Planning Authority submitted a comprehensive conversion and revitalization plan for Fort Monmouth, known as the "Fort Monmouth Reuse and Redevelopment Plan," and a homeless assistance submission to the United States Department of Defense and the United States Department of Housing and Urban Development, as required under the applicable federal Base Closure and Realignment law and regulations. The Fort Monmouth Reuse and Redevelopment Plan is the result of an extensive, coordinated, and collaborative process conducted by the Fort Monmouth Economic Revitalization Planning Authority, and reflects input from the host municipalities, Monmouth County, State departments and agencies and the general public as to the future of Fort Monmouth.

2.2 The Property

The property consists of 3.9 acres of land and Building 450. Building 450 can be occupied and used to house Marina Operations, administration and any retail operation associated with the marina use. Buildings 201, 498, and 499 are not approved for use or occupation under this proposed operation. The Marina currently has floating docks which allow for 71 slips. The Army Tidelands License for the 71 slip marina with NJDEP will continue in effect for the term of the contract agreement.

Title to the Property is currently held by the U.S. Army. FMERA will lease the property from the Army until such time as title transfers to FMERA at which time FMERA will market the facility for sale under its RFOTP process per FMERA's sales rules. The selected marina operator will be required to comply with the terms and conditions of the Lease Agreement between the US Army and FMERA. A copy of the proposed existing Marina Lease Agreement is attached to this RFP as ATTACHMENT #5. The Army is currently amending this lease agreement to allow the use of building 450.

In addition, the parcel contains a former pesticide storage and mixing area. Soils were remediated to Non-Residential Direct Contact Soil Cleanup Criteria, however, some pesticides remain at levels above residential but below non-residential levels. A delineation was performed and is shown in ATTACHMENT #6.

3.0 SCOPE OF SERVICES and PARCEL MAP

The Scope of Services to be provided by the operator after the completion of the RFP process and the Parcel Map are attached hereto as ATTACHMENT #1.

4.0 MANDATORY PRE-PROPOSAL CONFERENCE

A **Mandatory Pre-Proposal Conference** will be held at **10:00 A.M. on April 28, 2014**, at the FMERA Office 502 Brewer Ave. Fort Monmouth. **Attendance at the Mandatory Pre-Proposal Conference is *required* in order to submit a Proposal.** Pre-registration of your firm's attendance is requested, but not mandatory. For pre-registration, please contact Regina McGrade, Operations Specialist at rmcgrade@njeda.com or at (732) 720-6350.

5.0 PROPOSAL SUBMISSION

Three (3) copies of the Proposal (one (1) unbound, original; one (1) bound copies; one (1) copy in PDF format on a CD) must be submitted marked “MANAGEMENT, MAINTENANCE AND OPERATIONS FOR FORT MONMOUTH MARINA” and addressed to:

Bruce Steadman
Executive Director
Fort Monmouth Economic Revitalization Authority

Proposals must be received by May 12, 2014, at 12:00 P.M. Eastern Daylight Time (EDT). Bid opening will take place at the FMERA offices, 502 Brewer Avenue, Fort Monmouth, Oceanport, NJ at 12:30 P.M. EST on May 12, 2014.

Proposals may be delivered via an overnight service (FedEx or UPS) to 100 Barton Avenue, Oceanport, NJ 07757. Overnight deliveries must be received by 12:00 P.M. May 12, 2014.

Hand delivered proposals must be received at the FMERA Staff Office, 502 Brewer Avenue, and Fort Monmouth, Oceanport, NJ by May 12, 2014 at 12:00 P.M. EDT.

For US mail delivery, please mail to FMERA, P.O, Box 267, Oceanport, NJ. All US mail deliveries must be received by 12:00 P.M. May 12, 2014.

Proposals will be publically opened and announced on May 12, 2014 at 12:30 P.M. at the Authority Office located at 502 Brewer Avenue, Fort Monmouth.

No faxed or email Proposals will be accepted. Proposals received after the time and date listed above will not be considered.

The Authority reserves the right to hold oral interviews with any or all of the firms submitting Proposals. The Authority expects to hold oral interviews, if any, on or about May 19, 2014. If held, each firm being requested to attend oral interviews will be notified by the Authority on or about May 16, 2014.

The Authority will not be responsible for any expenses in the preparation and/or presentation of the Proposals and oral interviews, if any, for the disclosure of any information or material received in connection with this solicitation, whether by negligence or otherwise.

The Authority reserves the right to request additional information if necessary, or to request an interview with firm(s), or to reject any and all Proposals with or without cause, and, in its sole discretion, waive any irregularities or informalities, such as minor elements of non-compliance with regard to the requirements of this RFP, in the Proposals submitted. The Authority further reserves the right to make such investigations as it deems necessary as to the qualifications of any and all firms submitting Proposals. In the event that all Proposals are rejected, the Authority reserves the right to re-solicit Proposals.

The Authority, in its sole discretion, reserves the right to waive minor elements of non-compliance of any firm's Proposal with regard to the requirements of this RFP.

Responding firms may withdraw their Proposals at any time prior to the final filing date and time, as indicated on the cover page to this RFP, by written notification signed by an authorized agent of the firm(s). Proposals may thereafter be resubmitted, but only up to the final filing date and time.

The responding firm assumes sole responsibility for the complete effort required in this RFP. No special consideration shall be given after the Proposals are opened because of a firm's failure to be knowledgeable about all requirements of this RFP. By submitting a Proposal in response to this RFP, the firm represents that it has satisfied itself, from its own investigation, of all of the requirements of this RFP.

Documents and information submitted in response to this RFP shall become property of the Authority and generally shall be available to the general public as required by applicable law, including the New Jersey Open Public Meetings Act and the New Jersey Open Public Records Act, N.J.S.A. 47:1A-1 et seq.

Communications with representatives of the Authority by your firm or your firm's representatives concerning this RFP are **NOT** permitted during the term of the submission and evaluation process (except as set forth above in Section 4.0 and as set forth in Section 6.0 below). Communications regarding this RFP in any manner (except as set forth above in Section 4.0 and as set forth in Section 6.0 below) **will result in the immediate rejection** of your firm's Proposal.

6.0 QUESTIONS AND ANSWERS

Firms will be permitted to ask questions regarding any aspect of this RFP at the Mandatory Pre-Proposal Conference. The Authority will also accept questions from firms regarding any aspect of this RFP via e-mail only until 5:00 p.m. Eastern Standard Time on May 1, 2014. Questions should be directed via e-mail to:

rharrison@njeda.com

All answers to questions posed will be posted on the Authority website at www.fortmonmouthredevelopment.com and/or through an addendum to this RFP made available to all potential bidders at the Authority website.

7.0 SUBCONTRACTING AND STAFFING

The Authority encourages each firm responding to this RFP that to the extent that there are opportunities for such firm to subcontract services under this procurement, the firm will make good faith efforts to subcontract work to qualified small businesses in accordance with the Set Aside Contracting and Subcontracting Program, N.J.A.C. 17:13-4 et seq., Executive Order No. 71 (McGreevey 2003), and Executive Order 151 (Corzine 2009).

The firm must identify any and all subcontractors in its Proposal. Regardless if whether a firm uses a qualified small business subcontractor or a subcontractor that is not a qualified small business, the firm must use the subcontractors identified in the firm's Proposal to perform the services required, unless the firm requests the approval from the Authority for the substitution of a subcontractors who can also provide the services required, with such approval of the Authority to be in the Authority's sole decision.

8.0 THE PROPOSAL

The Proposal to be submitted by your firm consists of the Technical Proposal and the Cost Proposal. Additionally, the requested supporting documents listed in Section 9.0 below must be included with the Proposal.

9.0 INSTRUCTIONS FOR SUBMITTING A TECHNICAL PROPOSAL

The bidder shall describe its approach and plans for accomplishing the work outlined in the Scope of Services attached hereto as Attachment #1. The Technical Proposal must consist of the following:

- A. Cover Letter
- B. References
- C. Description of Firm's Prior Experience
- D. Certifications and licenses
- E. Management Overview and Approach
- F. Organization Chart
- G. Key Team Member List
- H. Resumes of Key Team Members
- I. Disclosure of Investment Activities in Iran form (see section 12.7 of this RFP)

All of the above items must be addressed in the submission in the same order as stated above. Each firm's Proposal will be evaluated based upon the Evaluation Criteria enumerated in Section 13 below. Proposals should be submitted on 8½ by 11 inch pages.

All firms wishing to respond to this RFP must attend the Mandatory Pre-Proposal Conference at the time and place as described on the cover page to this RFP and in Section 4.0 above.

A more detailed description of the items required in the Proposal follows:

9.1.A Cover Letter

The bidder must include a cover letter which indicates the full name and address of the firm that will perform the services described in this RFP. The bidder must indicate the name and contact information for the individual who will be the senior contact person for the responding firm for this engagement. The bidder must also indicate whether the firm is operating as an individual

proprietorship, partnership, corporation or a joint venture. The cover letter should also indicate the state of incorporation of the bidder and list all licenses obtained by the firm enabling it to operate. The cover letter must also include identification of any and all suboperators of the bidder.

9.1.B References

The bidder must provide at least three (3) client references applicable to the scope of services, with contact names, telephone numbers and e-mail addresses.

9.1.C Description of Firm's Prior Experience

Through a response to the specific requests below, the respondent should clearly state its skills and experience in a manner that demonstrates its capability to operate a marina, and to complete the Scope of Services as attached hereto as ATTACHMENT #1. If applicable, please highlight projects in which members of your proposed project team have worked together. Please indicate for each project which you list, the scope of the project and the location of the project.

1. Please provide a description of experience within the past ten (10) years related to:
 - i. Marina management and operations as either owner or operator in New Jersey
 - ii. Marina management and operations as either owner or operator outside New Jersey
 - iii. Experience operating military owned or former military marina
 - iv. Managing and operating marina restaurant facilities, including alcohol and food service
 - v. As a holder of an Alcoholic Beverage License or Special Concessionaire Permit
 - vi. Marina maintenance and EPA/NJDEP regulations regarding marina operations
 - vii. Financial Capability: Respondents must demonstrate financial capability through specific experience and acceptable financial statements, financing commitments and related documents, to successfully meet the requirements of this RFP.

9.1.D Certifications and licenses

The bidder shall confirm that they have or will obtain any Certifications or licenses required for their proposed operations.

9.1.E Management Overview and Approach

The bidder shall set forth its overall technical approach and plans to meet the requirements of the RFP in a narrative format. This narrative should convince the Authority that the bidder

understands the objectives that the engagement is intended to meet, the nature of the required work and the level of effort necessary to successfully complete the engagement. This narrative should convince the Authority that the bidder's general approach and plans to undertake and complete the engagement are appropriate to the tasks and subtasks involved.

The responding firm shall also set forth a detailed work plan indicating how each task in the Scope of Services (attached hereto as ATTACHMENT #1) will be accomplished. The responding firm shall also include a schedule which graphically depicts the milestone and benchmark dates for performing each task, for providing reports and presentations and the final recommendations.

Mere reiterations of the tasks and subtasks set forth in the Scope of Services are strongly discouraged, as they do not provide insight into the bidder's ability to complete the engagement. The bidder's response to this section should be designed to convince the Authority that the bidder's detailed plans and proposed approach to complete the Scope of Services are realistic, attainable and appropriate and that the bidder's proposal will lead to successful completion of the engagement to provide the services requested pursuant to this RFP.

9.1.F Organization Chart

The organization chart must include all Key Team members, their labor category and titles for this engagement and the firm they represent. In the event the respondent firm is a "joint venture," the respondent firm must indicate from which participating firm each Key Team Member originates. For the purposes of this engagement, a "Key Team Member" is a principal, partner or officer of the firm, or a project executive, project manager, senior principal, studio head or job captain identified as having a responsible role in the successful completion of the services requested pursuant to this RFP and who generally spends or is expected to spend twenty (20) percent or more of his/her time on this engagement.

If the responding firm is a "joint venture", there must be included a clear statement of responsibility associated with each member and/or entity of the joint venture.

9.1.G Key Team Member List

The responding firm must list each Key Team Member and the percentage of time each Key Team Member will spend on this engagement, based upon a forty (40) hour work week.

9.1.H Resumes of Key Team Members

A resume of each Key Team Member must be included.

9.1.I Disclosure of Investment Activities in Iran

See section 12.7 of this RFP for instructions on completing this form.

9.2 INSTRUCTIONS FOR SUBMITTING A FEE PROPOSAL

The bidder must provide a completed and signed Fee Schedule Form (attached hereto as Attachment #4) setting forth the amount in U.S. dollars (the “monthly fee”) that the Operator shall pay the Authority monthly for the right and responsibility to manage, operate, and maintain the Fort Monmouth Marina, for the period of June 1, 2014 through May 31, 2015. The monthly fee shall be paid to the Authority on the first of each month, beginning July 2014 and ending June 2015, by certified bank check or money order. In determining the monthly fee, the bidder shall take into account all circumstances associated with managing, operating, and maintaining the Fort Monmouth Marina as well as any expense required to prepare the facility for active use. Each bidder should submit its estimates for all expenses, including up-front costs, needed to prepare the facility for active use along with projected revenues. FMERA will not be responsible for reimbursing the Operator for any of the above stated expenses. Any unanticipated expenses identified after contract execution may be considered for reimbursement on a case by case basis, in FMERA’s sole discretion.

10.0 CONFIDENTIALITY AGREEMENT

The selected firm will be required to enter into a confidentiality agreement with the Authority, the form of which will be provided to the selected firm at the conclusion of the selection process. The executed confidentiality agreement must be returned to the Authority prior to the commencement of performance by the selected firm and all suboperators. The form of the confidentiality agreement is not subject to negotiation and no proposed comments or revisions will be entertained by the Authority.

11.0 STANDARD TERMS AND CONDITIONS & REQUIRED INSURANCE

By submitting its Proposal, the firm agrees that if selected, it shall be bound by the Standard Terms and Conditions, attached hereto as ATTACHMENT #3 and that the firm will comply with the required insurance requirements as set forth in the Standard Terms and Conditions, attached hereto as ATTACHMENT #3.

Note: Required insurance coverages/policies to be held by the selected firm are set forth in the Standard Terms and Conditions.

12.0 COMPLIANCE WITH STATE LAW REQUIREMENTS

12.1 NEW JERSEY BUSINESS REGISTRATION CERTIFICATE - Public Law 2001, chapter 134; Public Law 2004, chapter 57; and Public Law 2009, chapter 315:

Each entity responding to this RFP must be registered with the New Jersey Department of Taxation – Division of Revenue and obtain a “*Business Registration Certificate*” (“*BRC*”), prior to entering into a contract with the Authority. All New Jersey and out-of-State business organizations must obtain a “*BRC*”, prior to conducting business with the Authority. Proposers and any joint venture partners submitting a proposal are strongly encouraged to submit their *BRC(s)*, as well as the *BRC* for any named suboperators with the proposal. The successful

Proposer is required to ensure that it, each joint venture partner and all suboperators possess a valid *BRC* throughout the term of the contract and any extensions thereto.

No Authority can award a contract unless a valid *BRC* is obtained for each entity, as required by law. In the event the Proposer, joint venture partners and / or any named suboperators are unable to provide evidence of possessing a valid *BRC* prior to the award of a contract; the proposal may be deemed materially non-responsive

During the term of the contract and any extensions thereto, and prior to performing any work against said contract, the successful Proposer must obtain and submit to the Authority, proof of a valid *BRC* registration for any suboperator who will perform work against the resulting contract. Upon notification from the Authority of intent to award a contract, the successful Proposer must provide written notice to all its intended suboperators, if applicable, that they are required to submit a copy of their *BRC* to the Operator. The Operator shall maintain and submit to the Authority a list of suboperators and their current addresses, updated as necessary, during the course of the contract performance. No subcontract shall be entered into with a suboperator for work under this contract, unless the suboperator first provides to the Operator, proof of the suboperator's valid *BRC* registration.

The business registration form (Form NJ-REG) can be found online at:

<http://www.state.nj.us/treasury/revenue/busregcert.shtml>

Proposers may go to www.nj.gov/njbgs to register with the Division of Revenue or to obtain a copy of an existing *BRC*.

INDIVIDUALS, who may be responding to this RFP, or who may perform work against the contract as a suboperator must also possess a valid *BRC*. The individual must complete and sign form "NJ-REG-A" (Rev 12/06) and submit it to the Department of Treasury. Evidence of registration with the Department of Treasury – Client Registration Bureau should be submitted with the bid proposal.

The "NJ-REG-A" form may be found at the Department of Treasury's website:

http://www.state.nj.us/treasury/revenue/pdf/forms/reg_a.pdf

The operator and any suboperator / suboperator providing goods or performing services under this contract, and each of their affiliates, shall, during the term of the contract, collect and remit to the Director of the Division of Taxation in the Department of the Treasury the use tax due pursuant to the "*Sales and Use Tax Act*", P.L. 1966, c. 30 (N.J.S.A. 54:32B-1 et seq.) on all their sales of tangible personal property delivered into the State.

12.2 Chapter 51, Executive Order No. 117 and Executive Order No. 7. In order to safeguard the integrity of State government, including the Authority, procurement by imposing restrictions to insulate the negotiation and award of State and Authority contracts from political contributions that pose the risk of improper influence, purchase of access, or the appearance

thereof, the Legislature enacted P.L. 2005, c. 51 (codified at N.J.S.A. 19:44A-20.13 – 25)(“Chapter 51”), on March 22, 2005, effective retroactive October 15, 2004, superseding the terms of Executive Order No. 134. In addition, on September 24, 2008, Governor Corzine issued Executive Order No. 117, effective on November 15, 2008 (“EO 117”) setting forth additional limitations on the ability of Executive Branch agencies to contract with operators who have made or solicited certain contributions. Governor Christie issued Executive Order No. 7 on January 20, 2010 (“EO 7”), and effective the same day, setting forth additional limitations on the ability of Executive Branch agencies to contract with operators who have made or solicited certain contributions. Pursuant to the requirements of Chapter 51, EO 117, and EO 7 the terms and conditions set forth in this section are material terms of this engagement:

I. Definitions:

For the purpose of this section, the following shall be defined as follows:

(a) Contribution means a contribution reportable as a recipient under AThe New Jersey Campaign Contributions and Expenditures Reporting Act.@ P.L. 1973, c. 83 (C.19:44A-1 et seq.), and implementing regulations set forth at N.J.A.C. 19:25-7 and N.J.A.C. 19:25-10.1 et seq. Contributions in excess of \$300 during a reporting period are deemed "reportable" under these laws.

(b) Business Entity means any natural or legal person, business corporation, professional services corporation, limited liability company, partnership, limited partnership, business trust, association or any other legal commercial entity organized under the laws of New Jersey or any other state or foreign jurisdiction. The definition of a business entity includes:

(i) all principals who own or control more than 10 percent of the profits or assets of a business entity or 10 percent of the stock in the case of a business entity that is a corporation for profit, as appropriate and for a for profit entity, the following:

(1) in the case of a corporation: the corporation, any officer of the corporation, and any person or business entity that owns or controls 10% or more of the stock of the corporation;

(2) in the case of a general partnership: the partnership and any partner;

(3) in the case of a limited partnership: the limited partnership and any partner;

(4) in the case of a professional corporation: the professional corporation and any shareholder or officer;

(5) in the case of a limited liability company: the limited liability company and any member;

(6) in the case of a limited liability partnership: the limited liability partnership and any partner;

(7) in the case of a sole proprietorship: the proprietor; and

(8) in the case of any other form of entity organized under the laws of this State or any other state or foreign jurisdiction: the entity and any principal, officer, or partner thereof;

(ii) any subsidiaries directly or indirectly controlled by the business entity;

(iii) any political organization organized under section 527 of the Internal Revenue Code that is directly or indirectly controlled by the business entity, other than a candidate committee, election fund, or political party committee; and

(iv) if a business entity is a natural person, that person's spouse or civil union partner, or child residing in the same household provided, however, that, unless a contribution made by such spouse, civil union partner, or child is to a candidate for whom the contributor is entitled to vote or to a political party committee within whose jurisdiction the contributor resides unless such contribution is in violation of section 9 of Chapter 51.

(v) any labor union, labor organization, and any political committee formed by a labor union or labor organization if one of the purposes of the political committee is to make political contributions.

II. Breach of Terms of Chapter 51, EO 117 and EO 7 is a breach of this engagement:

It shall be a breach of the terms of this engagement for the Business Entity to do any of the following:

(a) make or solicit a contribution in violation of the Chapter 51, EO 117 and EO 7;

(b) knowingly conceal or misrepresent a contribution given or received;

(c) make or solicit contributions through intermediaries for the purpose of concealing or misrepresenting the source of the contribution;

(d) make or solicit any contribution on the condition or with the agreement that it will be contributed to a campaign committee or any candidate of holder of the public office of Governor, or of Lieutenant Governor, or to any State, county or municipal party committee, or any legislative leadership committee;

- (e) engage or employ a lobbyist or operator with the intent or understanding that such lobbyist or operator would make or solicit any contribution, which if made or solicited by the business entity itself, would subject that entity to the restrictions of Chapter 51, EO 117 and EO 7;
- (f) fund contributions made by third parties, including operators, attorneys, family members, and employees;
- (g) engage in any exchange of contributions to circumvent the intent of the Chapter 51, EO 117 or EO 7; or
- (h) directly or indirectly through or by any other person or means, do any act which would subject that entity to the restrictions of the Chapter 51, EO 117 and EO 7.

III. Certification and disclosure requirements:

(a) The State or the Authority shall not enter into a contract to procure from any Business Entity services or any material, supplies or equipment, or to acquire, sell or lease any land or building, where the value of the transaction exceeds \$17,500, if that Business Entity has solicited or made any contribution of money, or pledge of contribution, including in-kind contributions to a candidate committee and/or election fund of any candidate for or holder of the public office of Governor or Lieutenant Governor, or to any State, county political party, or to a legislative leadership or municipal political party, committee during certain specified time periods.

(b) Prior to entering any contract with any Business Entity, the Business Entity proposed as the Operator under the contract shall submit the Certification and Disclosure form, certifying that no contributions prohibited by Chapter 51 have been solicited or made by the Business Entity and reporting all contributions the Business Entity made during the preceding four years to any political organization organized under 26 U.S.C. ' 527 of the Internal Revenue Code that also meets the definition of a Acontinuing political committee@ within the mean of N.J.S.A. 19:44A-3(n) and N.J.A.C. 19:25-1.7. The required form and instructions for completion and submission to the Authority at the time of submission of a proposal in response to the RFP are available for review on the Purchase Bureau website at <http://www.state.nj.us/treasury/purchase/forms.htm#eo134>.

(c) Further, the Operator is required, on a continuing basis, to report any contributions and solicitations Operator makes during the term of the contract, and any extension(s) thereof, at the time any such contribution or solicitation is made.

(d) Operator's failure to submit the required forms shall be cause for rejection of the Operator's proposal in response to the RFP. The State Treasurer or his designee shall review the Disclosures submitted by the Operator pursuant to this section, as well as any other pertinent information concerning the contributions or reports thereof by the intended Operator, prior to award, or during the term of the retention agreement. If the

State Treasurer determines that any contribution or action by the Operator violated Chapter 51 or EO 117 the State Treasurer shall disqualify the Operator from award of such contract. If the State Treasurer or his designees determines that any contribution or action constitutes a breach of contract that poses a conflict of interest, pursuant to Chapter 51 and EO 117, the State Treasurer shall disqualify the Operator from award of such contract.

Please refer to ATTACHMENT #2 for copies of the Chapter 51/Executive Order 117 Vendor Certification and Disclosure of Political Contributions form and instructions. Failure to submit the attached Chapter 51/Executive Order 117 Vendor Certification and Disclosure of Political Contributions form shall be cause for rejection of your firm's proposal. The firm selected to provide services to the Authority as the Operator of Record shall maintain compliance with Chapter 51, EO 117 and EO 7 during the term of their engagement.

12.3 Ownership Disclosure. The Ownership Disclosure addresses the requirements of N.J.S.A. 52:25-24.2, and for any contract it must be completed and submitted with the proposal. The contract is not completed unless and until the Ownership Disclosure is properly completed and accepted. The form can be downloaded from the Department of the Treasury website under the heading Vendor Forms: <http://www.state.nj.us/treasury/purchase/forms.htm#eo134>. A copy of the Ownership Disclosure Form is attached hereto as ATTACHMENT #2

12.4 Chapter 92. Pursuant to Public Law 2005, Chapter 92 ("Chapter 92), please identify the location by country where the services will be performed. Pursuant to Chapter 92, all services performed by firms selected pursuant to this RFP shall be performed within the United States of America.

12.5 Affirmative Action Supplement with Affirmative Action Employee Information Report. Affirmative Action Supplement with Affirmative Action Employee Information Report addresses the requirements of N.J.S.A. 10:5-31 to -34 and N.J.A.C. 17:27.3.1 et seq., and for any contract must be completed and submitted with the proposal. The contract is not completed unless and until the form is properly completed and accepted. The forms can be downloaded from the Department of the Treasury website under the heading Vendor Forms: <http://www.state.nj.us/treasury/purchase/forms.htm#eo134>. A copy of the Affirmative Action Supplement with Affirmative Action Employee Information Report is attached hereto as ATTACHMENT #2.

12.6 Prevailing Wage Requirement. Operator and any suboperator shall comply with the Prevailing Wage requirements set forth in N.J.S.A. 52:27I-31 (P.L. 2010, c. 51).

12.7 Certification of Non-Involvement in Prohibited Activities in Iran. Pursuant to N.J.S.A. 52:32-58, all Proposals submitted in response to this RFP must include the bidder's certification that neither the bidder, nor one of its parents, subsidiaries, and/or affiliates (as defined in N.J.S.A. 52:32-56(e)(3)), is listed on the State of New Jersey Department of the Treasury's List of Persons or Entities Engaging in Prohibited Investment Activities in Iran and that neither is involved in any of the investment activities set forth in N.J.S.A. 52:32-56(f). If the bidder is unable to so certify, the bidder shall provide a detailed and precise description of such

activities. The attached Disclosure of Investment Activities in Iran form (ATTACHMENT #2) must be completed and submitted by each bidder with its Proposal.

13.0 SELECTION PROCESS

13.1 All Proposals will be reviewed to determine responsiveness. Non-responsive Proposals will be rejected without evaluation. Responsive Proposals will be evaluated by an evaluation committee pursuant to the criteria specified below. The Authority reserves the right to request clarifying information subsequent to submission of the Proposals, if necessary.

13.2 An evaluation committee will review and score each Proposal pursuant to the evaluation criteria specified below in Section 13.3.

13.3 The criteria used to evaluate each firm's Proposal will include, but not be limited to expertise, capacity, experience and personnel and will include the following evaluation criteria categories (not listed in order of significance):

- (1) Fee proposal
- (2) Bidder's marina management and operations as either owner or operator in New Jersey
- (3) Marina management and operations as either owner or operator outside New Jersey
- (4) Experience operating military owned or former military marina
- (5) Managing and operating marina restaurant facilities, including alcohol and food service
- (6) Bidder's credentials, licenses, and certifications
- (7) Bidder's understanding of the scope of work and project requirements
- (8) Bidder's general overview and approach in meeting the requirements of this RFP
- (9) Bidder's detailed approach and plans to perform the services required by the Scope of Services set forth in this RFP as ATTACHMENT #1
- (10) Bidder's experience in successfully completing projects of a similar scope and size to that required by this RFP
- (11) Qualifications and experience of Key Team Members/suboperators assembled for projects of similar size, scope and complexity to complete the scope of services as described in this RFP
- (12) Overall quality of response to RFP; and
- (13) Quality of oral interview, if any.

13.4 The evaluation will be based upon the information provided to the Authority in response to this RFP and any necessary verification of such information provided thereof.

13.5 The evaluation committee may be composed of employees of the Authority as well as employees of other governmental agencies. Selection of a winning bidder will be based upon a determination of which Proposal is viewed as the most favorable to the Authority, in its sole discretion, considering the criteria listed above, price and other factors considered.

13.6 Award of a contract to the selected Proposer will be subject to approval of the governing body of the Authority.

13.7 Notwithstanding anything to the contrary, the Authority has no obligation to make an award and it expressly reserves the right, at its sole and absolute discretion, to modify, alter, or waive any provisions or informalities of this RFP and to reject any submission which, in the Authority's sole judgment, is not in compliance with the terms of the RFP or any part thereof, or which is deemed in the best interest of the Authority.

13.8 The Authority reserves the right to proceed or not to proceed with any portion of the Scope of Services for the project, in the order and strictly as needed, based solely on the determination of the Authority, or to termination the selection process at any time.

**ATTACHMENT #1
SCOPE OF SERVICES & PARCEL MAP**

**FORT MONMOUTH ECONOMIC REVITALIZATION AUTHORITY
MANAGEMENT, MAINTENANCE AND OPERATIONS FOR FORT
MONMOUTH MARINA**

Scope of Services and Parcel Map

The Authority is seeking proposals from qualified individuals or firms to operate the Marina in the Oceanport Section of Fort Monmouth for the 2014 season. The goal of engaging an operator is to get the Marina back in active use, for the surrounding Community's benefit, until a purchaser is selected by the Authority's Board later this year.

FMERA currently leases the Marina from the U.S. Army. In addition, the U.S. Army has a license with the New Jersey Department of Environmental Protection for use of the portion of the Oceanport Creek Waterway where the Marina is located. This license will remain in effect for the term of this engagement.

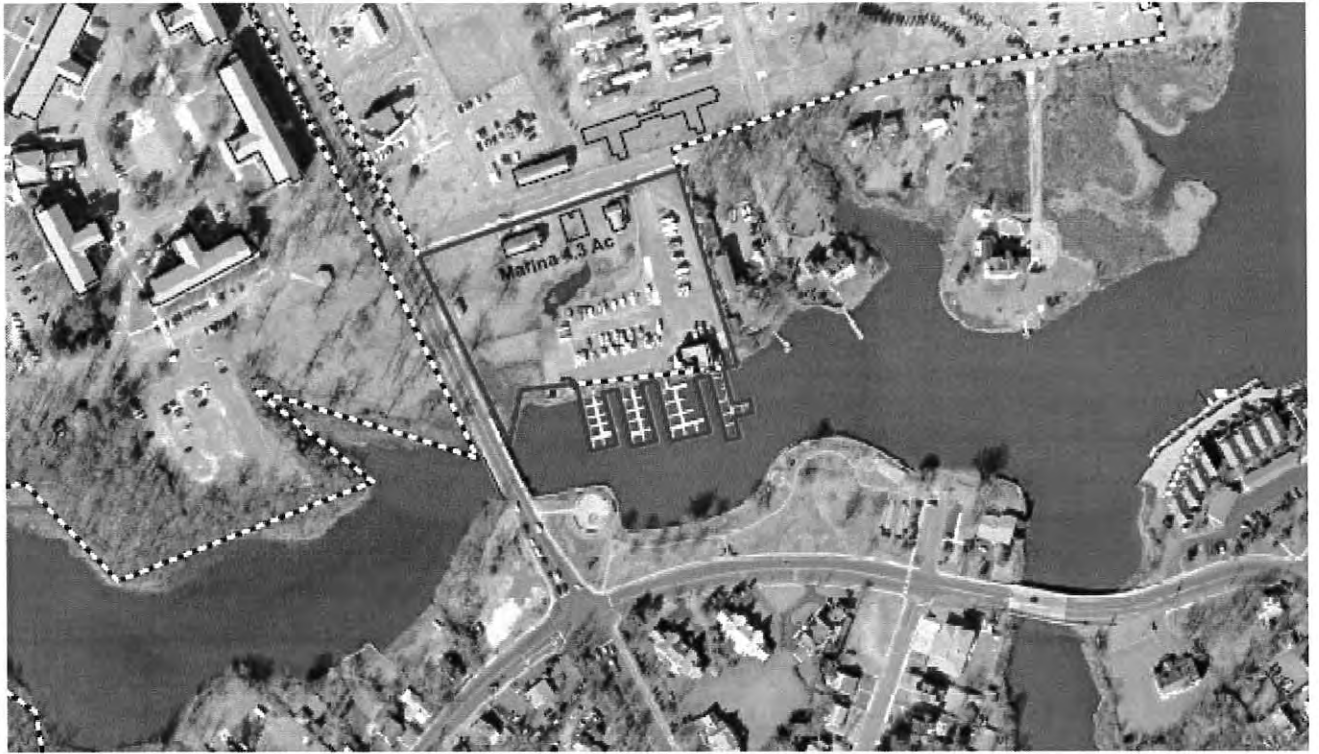
The Marina parcel is a 3.9 acre parcel located at Oceanport and Riverside Avenues in the 400 area of the Oceanport Reuse Area. The property consists of a 4 floating docks containing 71-slips and a boat launch ramp on Oceanport Creek, a 2,600 sf boat house (Building 450) constructed in 1986, and associated off-street parking. Buildings 498 and 499 are mothballed and slated for future demolition.

The Operator will provide the maintenance, management and operation of the 71 boat slips and the boat launch ramp. The Operator should provide for seasonal slip rentals¹ and day-slip rentals for transients, and allow for other vessels to launch from the Marina via the boat launch ramp. The Operator may provide for the rental of small vessels, including but not limited to rowboats, canoes and kayaks, as part of its services.

The Operator will have the option of re-opening the 2,600 sf boat house for use as a restaurant/retail facility; however the boat house was damaged by Superstorm Sandy and will need to be repaired before being reused. Should the Operator choose to utilize the boat house as a restaurant/retail, the Operator will be eligible to apply for a Special Concessionaire Permit through the New Jersey Division of Alcoholic Beverage Control.

The Operator will provide the Authority with a monthly written accounting of all revenues, costs, and related financial and non-financial data, for the month and year-to-date, with supporting details, in accordance with generally accepted accounting principles.

¹ Seasonal slip rentals are limited to the 2014 boating season. Seasonal slip rentals for the 2015 boating season will be dependent on the status of the purchase and sale of the marina as of March 1, 2015 and will be negotiable.



ATTACHMENT #2
REQUIRED FORMS



State of New Jersey
Division of Purchase and Property
Two-Year Chapter 51 / Executive Order 117 Vendor Certification and
Disclosure of Political Contributions

For AGENCY USE ONLY

General Information

Solicitation, RFP or Contract No. _____ Award Amount _____
 Description of Services _____

Agency Contact Information

Agency _____ Contact Person _____
 Phone Number _____ Agency Email _____

Part 1: Vendor Information

Full Legal Business Name _____
 (Including trade name if applicable)

Business Type Corporation Limited Partnership Professional Corporation General Partnership
 Limited Liability Company Sole Proprietorship Limited Liability Partnership

Address 1 _____ Address 2 _____
 City _____ State _____ Zip _____ Phone _____
 Vendor Email _____ Vendor FEIN _____

Part 2: Public Law 2005, Chapter 51/ Executive Order 117 (2008) Certification

I hereby certify as follows:

1. On or after October 15, 2004, neither the below-named entity nor any individual whose contributions are attributable to the entity pursuant to Executive Order 117 (2008) has solicited or made any contribution of money, pledge of contribution, including in-kind contributions, company or organization contributions, as set forth below that would bar the award of a contract to the vendor, pursuant to the terms of Executive Order 117 (2008).
 - a) **Within the preceding 18 months**, the below-named person or organization has not made a contribution to:
 - (i) Any candidate committee and/or election fund of any candidate for or holder of the public office of Governor or **Lieutenant Governor**,
 - (ii) Any State, county, **municipal** political party committee; OR
 - (iii) Any **legislative leadership committee**.
 - b) **During the term of office of the current Governor(s)**, the below-named person or organization has not made a contribution to
 - (i) Any candidate, committee and/or election fund of the Governor or **Lieutenant Governor**, OR
 - (ii) Any State, county or **municipal** political party committee nominating such Governor in the election preceding the commencement of said Governor's term.
 - c) **Within the 18 months immediately prior to the first day of the term of office of the Governor(s)**, the below-named person or organization has not made a contribution to
 - (i) Any candidate, committee and/or election fund of the Governor or **Lieutenant Governor**, OR
 Any State, county, **municipal** political party committee of the political party nominating the successful gubernatorial candidate(s) in the last gubernatorial election.

PLEASE NOTE: Prior to November 15, 2008, the only disqualifying contributions include those made by the vendor or a principal owning or controlling more than 10 percent of the profits or assets of a business entity (or 10 percent of the stock in the case of a business entity that is a corporation for profit) to any candidate committee and/or election fund of the Governor or to any state or county political party within the preceding 18 months, during the term of office of the current Governor or within the 18 months immediately prior to the first day of the term of Office of Governor.

Part 3: Disclosure of Contributions Made

Check this box if no reportable contributions have been made by the above-named business entity or individual.

Name of Recipient _____	Address of Recipient _____
Date of Contribution _____	Amount of Contribution _____
Type of Contribution (i.e. currency, check, loan, in-kind _____)	
Contributor Name _____	
Relationship of Contributor to the Vendor _____	
Contributor Address _____	
City _____	State _____ Zip _____

If this form is not being completed electronically, please attach pages for additional contributions as necessary. Otherwise click "Add a Contribution" to enter additional contributions.

Part 4: Certification

I have read the instructions accompanying this form prior to completing this certification on behalf of the above-named business entity. I certify that, to the best of my knowledge and belief, the foregoing statements by me are true. I am aware that if any of the statements are willfully false, I am subject to punishment.

I understand that this certification will be in effect for two (2) years from the date of approval, provided the ownership status does not change and/or additional contributions are not made. If there are any changes in the ownership of the entity or additional contributions are made, a new full set of documents are required to be completed and submitted. By submitting this Certification and Disclosure, the person or entity named herein acknowledges this continuing reporting responsibility and certifies that it will adhere to it.

(CHECK ONE BOX A, B or C)

- (A) I am certifying on behalf of the above-named business entity and all individuals and/or entities whose contributions are attributable to the entity pursuant to Executive Order 117 (2008).
- (B) I am certifying on behalf of the above-named business entity only.
- (C) I am certifying on behalf of an individual and/or entity whose contributions are attributable to the vendor.

Signed Name _____ Print Name _____
Phone Number _____ Date _____
Title/Position _____

Agency Submission of Forms

The agency should submit the completed and signed Two-Year Vendor Certification and Disclosure forms, together with a completed Ownership Disclosure form, either electronically to cd134@treas.state.nj.us, or regular mail at Chapter 51 Review Unit, P.O. Box 039, 33 West State Street, 9th Floor, Trenton, NJ 08625. The agency should save the forms locally and keep the original forms on file, and submit copies to the Chapter 51 Review Unit.

INFORMATION AND INSTRUCTIONS For Completing The “Two- Year Vendor Certification and Disclosure of Political Contributions” Forms

Background Information

On September 22, 2004, then-Governor James E. McGreevey issued Executive Order 134, the purpose of which was to insulate the negotiation and award of State contracts from political contributions that posed a risk of improper influence, purchase of access or the appearance thereof. To this end, Executive Order 134 prohibited State departments, agencies and authorities from entering into contracts exceeding \$17,500 with individuals or entities that made certain political contributions. Executive Order 134 was superseded by Public Law 2005, c. 51, signed into law on March 22, 2005 (“Chapter 51”).

On September 24, 2008, Governor Jon S. Corzine issued Executive Order No. 117 (“E.O. 117”), which is designed to enhance New Jersey’s efforts to protect the integrity of procurement decisions and increase the public’s confidence in government. The Executive Order builds upon the provisions of Chapter 51.

Two-Year Certification Process

Upon approval by the State, the Certification and Disclosure of Political Contributions form (CH51.1R1/21/2009) is valid for a two (2) year period. Thus, if a vendor receives approval on Jan 1, 2009, the certification expiration date would be Dec 31, 2011. Any change in the vendor’s ownership status and/or political contributions during the two-year period will require the submission of new Chapter 51/EO117 forms to the State Review Unit. **Please note that it is the vendor’s responsibility to file new forms with the State should these changes occur.**

Prior to the awarding of a contract, the agency should first send an e-mail to CD134@treas.state.nj.us to verify the certification status of the vendor. If the response is that the vendor is NOT within an approved two-year period, then forms must be obtained from the vendor and forwarded for review. If the response is that the vendor is within an approved two-year period, then the response so stating should be placed with the bid/contract documentation for the subject project.

Instructions for Completing the Forms

NOTE: Please refer to the next section, “Useful Definitions for Purposes of Ch. 51 and E.O. 117,” for guidance when completing the forms.

Part 1: VENDOR INFORMATION

Business Name – Enter the full name of the Vendor, including trade name if applicable.

Business Type -- Select the vendor’s business organization from the list provided.

Address, City, State, Zip and Phone Number -- Enter the vendor’s street address, city, state, zip code and telephone number.

Vendor Email – Enter the vendor’s primary email address.

Vendor FEIN – Please enter the vendor’s Federal Employment Identification Number.

INFORMATION AND INSTRUCTIONS

For Completing The “Two- Year Vendor Certification and Disclosure of Political Contributions” Forms

Part 2: PUBLIC LAW 2005, Chapter 51 / EXECUTIVE ORDER 117 (2008) DUAL CERTIFICATION

Read the following statements and verify that from the period beginning on or after October 15, 2004, no contributions as set forth at subsections 1(a)-(c) have been made by either the vendor or any individual whose contributions are attributable to the vendor pursuant to Executive Order 117 (2008).

NOTE: Contributions made prior to November 15, 2008 are applicable to Chapter 51 only.

Part 3: DISCLOSURE OF CONTRIBUTIONS MADE

Check the box at top of page 2 if no reportable contributions have been made by the vendor. If the vendor has no contributions to report, this box must be checked.

Name of Recipient Entity – Enter the full name of the recipient entity.

Address of Recipient Entity – Enter the recipient entity's street address.

Date of Contribution – Indicate the date of the contribution.

Amount of Contribution – Enter the amount of the reportable contribution.

Type of Contribution – Select the type of contribution from the list provided.

Contributor Name – Enter the full name of the contributor.

Relationship of Contributor to the Vendor -- Indicate relationship of the contributor to the vendor, e.g. officer or partner of the company, spouse of officer or partner, resident child of officer or partner, parent company of the vendor, subsidiary of the vendor, etc.

NOTE: If form is being completed electronically, click “Add a Contribution” to enter additional contributions. Otherwise, please attach additional pages as necessary.

Part 4: CERTIFICATION

Check box A if the person completing the certification and disclosure is doing so on behalf of the vendor and all individuals and/or entities whose contributions are attributable to the vendor.

Check box B if the person completing the certification and disclosure is doing so on behalf of the vendor only.

Check box C if the person completing the certification and disclosure is doing so on behalf of an individual and/or entity whose contributions are attributable to the vendor.

Enter the full name of the person authorized to complete the certification and disclosure, the person's title or position, date and telephone number.

INFORMATION AND INSTRUCTIONS For Completing The “Two- Year Vendor Certification and Disclosure of Political Contributions” Forms

USEFUL DEFINITIONS FOR THE PURPOSES OF Ch. 51 and E.O. 117

- **“Vendor”** means the contracting entity.
- **“Business Entity”** means any natural or legal person, business corporation, professional services corporation, limited liability company, partnership, limited partnership, business trust, association or any other legal commercial entity organized under the laws of New Jersey or any other state or foreign jurisdiction. The definition also includes (i) if a business entity is a for-profit corporation, any officer of the corporation and any other person or business entity that owns or controls 10% or more of the stock of the corporation; (ii) if a business entity is a professional corporation, any shareholder or officer; (iii) if a business entity is a general partnership, limited partnership or limited liability partnership, any partner; (iv) if a business entity is a sole proprietorship, the proprietor; (v) if the business entity is any other form of entity organized under the laws of New Jersey or any other state or foreign jurisdiction, any principal, officer or partner thereof; (vi) any subsidiaries directly or indirectly controlled by the business entity; (vii) any political organization organized under 26 U.S.C.A. § 527 that is directly or indirectly controlled by the business entity, other than a candidate committee, election fund, or political party committee; and (viii) with respect to an individual who is included within the definition of “business entity,” that individual’s spouse or civil union partner and any child residing with that person.¹
- **“Officer”** means a president, vice-president with senior management responsibility, secretary, treasurer, chief executive officer, or chief financial officer of a corporation or any person routinely performing such functions for a corporation. Please note that officers of non-profit entities are excluded from this definition.
- **“Partner”** means one of two or more natural persons or other entities, including a corporation, who or which are joint owners of and carry on a business for profit, and which business is organized under the laws of this State or any other state or foreign jurisdiction, as a general partnership, limited partnership, limited liability partnership, limited liability company, limited partnership association, or other such form of business organization.
- **“Reportable Contributions”** are those contributions, including in-kind contributions, in excess of \$300.00 in the aggregate per election made to or received by a candidate committee, joint candidates committee, or political committee; or per calendar year made to or received by a political party committee, legislative leadership committee, or continuing political committee.
- **“In-kind Contribution”** means a contribution of goods or services received by a candidate committee, joint candidates committee, political committee, continuing political committee, political party committee, or legislative leadership committee, which contribution is paid for by a person or entity other than the recipient committee, but does not include services provided without compensation by an individual volunteering a part of or all of his or her time on behalf of a candidate or committee.
- **“Continuing Political Committee”** includes any group of two or more persons acting jointly, or any corporation, partnership, or any other incorporated or unincorporated association, including a political club, political action committee, civic association or other organization, which in any calendar year contributes or expects to contribute at least \$4,300 to aid or promote the candidacy of an individual, or the candidacies of individuals, for elective public office, or the passage or defeat of a public questions, and which may be expected to make contributions toward such aid or promotion or passage or defeat during a subsequent election, provided that the group, corporation, partnership, association or other organization has been determined by the Commission to be a continuing political committee in accordance with N.J.S.A. 19:44A-8(b).

¹ Contributions made by a spouse, civil union partner or resident child to a candidate for whom the contributor is eligible to vote or to a political party committee within whose jurisdiction the contributor resides are permitted.

INFORMATION AND INSTRUCTIONS For Completing The “Two- Year Vendor Certification and Disclosure of Political Contributions” Forms

- “Candidate Committee” means a committee established by a candidate pursuant to N.J.S.A. 19:44A-9(a), for the purpose of receiving contributions and making expenditures.
- “State Political Party Committee” means a committee organized pursuant to N.J.S.A. 19:5-4.
- “County Political Party Committee” means a committee organized pursuant to N.J.S.A. 19:5-3.
- “Municipal Political Party Committee” means a committee organized pursuant to N.J.S.A. 19:5-2.
- “Legislative Leadership Committee” means a committee established, authorized to be established, or designated by the President of the Senate, the Minority Leader of the Senate, the Speaker of the General Assembly, or the Minority Leader of the General Assembly pursuant to N.J.S.A. 19:44A-10.1 for the purpose of receiving contributions and making expenditures.
- “Political Party Committee” means:
 1. The State committee of a political party, as organized pursuant to N.J.S.A. 19:5-4;
 2. Any county committee of a political party, as organized pursuant to N.J.S.A. 19:5-3; or
 3. Any municipal committee of a political party, as organized pursuant to N.J.S.A. 19:5-2.

Agency Submission of Forms

The agency should submit the completed and signed Two-Year Vendor Certification and Disclosure forms, together with a completed Ownership Disclosure form, either electronically to cd134@treas.state.nj.us or regular mail at Chapter 51 Review Unit, P.O. Box 039, 33 West State Street, 9th Floor, Trenton, NJ 08625. Original forms should remain with the Agency and copies should be sent to the Chapter 51 Review Unit.

Questions & Answers

Questions regarding the interpretation or application of Public Law 2005, Chapter 51 (N.J.S.A. 19:44A-20.13) or Executive Order 117 (2008) may be submitted electronically through the Division of Purchase and Property website at <http://www.state.nj.us/treasury/purchase/execorder134.shtml>. Responses to previous questions are posted on the website, as well as additional reference materials and forms.

NOTE: The Chapter 51 Q&A on the website **DOES NOT** address the expanded pay-to-play requirements imposed by Executive Order 117. The Chapter 51 Q&A are only applicable to contributions made prior to November 15, 2008. There is a separate, combined Chapter 51/E.O. 117 Q&A section dealing specifically with issues pertaining to contributions made after November 15, 2008, available at <http://www.state.nj.us/treasury/purchase/execorder134.shtml#state>.

**STATE OF NEW JERSEY -- DIVISION OF PURCHASE AND PROPERTY
OWNERSHIP DISCLOSURE FORM**

Solicitation Number: _____ Bidder/Offeror: _____

PART 1: PLEASE COMPLETE THE QUESTIONS BELOW BY CHECKING EITHER THE "YES" OR "NO" BOX.
ALL PARTIES ENTERING INTO A CONTRACT WITH THE STATE ARE REQUIRED TO COMPLETE THIS FORM PURSUANT TO N.J.S.A. 52:25-24.2
 PLEASE NOTE: IF THE BIDDER/OFFEROR IS A NON-PROFIT, THIS FORM IS NOT REQUIRED. PLEASE COMPLETE THE SEPARATE DISCLOSURE OF INVESTIGATIONS FORM.

	YES	NO
1. Are there any individuals, corporations or partnerships owning a 10% or greater interest in the bidder/offeror?	<input type="checkbox"/>	<input type="checkbox"/>

IF THE ANSWER TO QUESTION 1 IS NO, PLEASE SIGN AND DATE THE FORM. YOU DO NOT HAVE TO COMPLETE ANY MORE QUESTIONS ON THIS FORM. IF THE ANSWER TO QUESTION 1 IS YES, PLEASE ANSWER QUESTIONS 2-4 BELOW.

2. Of those parties owning a 10% or greater interest in the bidder/offeror, are any of those parties individuals ?	<input type="checkbox"/>	<input type="checkbox"/>
3. Of those parties owning a 10% or greater interest in the bidder/offeror, are any of those parties corporations or partnerships ?	<input type="checkbox"/>	<input type="checkbox"/>
4. If your answer to Question 3 is "YES", are there any parties owning a 10% or greater interest in the corporation or partnership referenced in Question 3?	<input type="checkbox"/>	<input type="checkbox"/>

IF ANY OF THE ANSWERS TO QUESTIONS 2-4 ARE YES, PLEASE PROVIDE THE REQUESTED INFORMATION IN PART 2 BELOW.

PART 2: PLEASE PROVIDE FURTHER INFORMATION RELATED TO QUESTIONS 2-4 ANSWERED AS "YES".
 For Questions 2-4 answered "YES", you **must** disclose identifying information related to the individuals, partnerships and/or corporations owning a 10% or greater interest in the bidder/offeror. Further, if one or more of these entities is itself a corporation or partnership, you must also disclose all parties that own a 10% or greater interest in that corporation or partnership. This information is required by statute.

TO COMPLETE PART 2, PLEASE PROVIDE THE REQUESTED INFORMATION PERTAINING TO EITHER INDIVIDUALS OR PARTNERSHIPS/CORPORATIONS HAVING A 10% OR GREATER INTEREST IN THE BIDDER/OFFEROR. IF YOU NEED TO MAKE ADDITIONAL ENTRIES, CLICK THE "ADD AN ENTRY" BUTTON IN THE APPROPRIATE ENTITY TYPE.

Individuals	
Name: _____	Date of Birth: _____
Office Held: _____	Ownership Interest _____ %
Home Address: _____	
City _____ State _____ Zip Code _____	<input type="button" value="Delete Entry"/>
Are there additional entities holding 10% or greater ownership interest in the bidder/offeror and its parent corporation/partnership? <input type="checkbox"/> Yes or <input type="checkbox"/> No	
<input type="button" value="Add An Additional Individuals Entry"/>	

Partnerships/Corporations

Entity Name: _____

Partner Name: _____ Ownership Interest _____ %

Business Address: _____

City _____ State _____ Zip Code _____

Delete Entry

Are there **additional** entities holding **10% or greater** ownership interest in the bidder/offeror and its parent corporation/partnership?

Yes or No

Add An Additional Partnerships/Corporations Entry

ONCE YOU HAVE IDENTIFIED ALL PARTIES HAVING A 10% OR GREATER OWNERSHIP INTEREST IN THE BIDDER/OFFEROR AND ITS PARENT CORPORATION/PARTNERSHIPS, PLEASE SIGN AND DATE BELOW AND PROCEED TO THE DISCLOSURE OF INVESTIGATIONS FORM.

Certification: I, being duly sworn upon my oath, hereby represent and state that the foregoing information and any attachments thereto to the best of my knowledge are true and complete. I acknowledge that the State of New Jersey is relying on the information contained herein and thereby acknowledge that I am under a continuing obligation from the date of this certification through the completion of any contracts with the State to notify the State in writing of any changes to the answers of information contained herein. I acknowledge that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification, and if I do so, I recognize that I am subject to criminal prosecution under the law and that it will also constitute a material breach of my agreement(s) with the State of New Jersey and that the State at its option may declare any contract(s) resulting from this certification void and unenforceable.

Full Name (Print): _____ Signature: _____

Title: _____ Date: _____

FEIN/SSN: _____

ALL BIDDER/OFFERORS SHOULD COMPLETE THE DISCLOSURE OF INVESTIGATIONS FORM

**STATE OF NEW JERSEY -- DIVISION OF PURCHASE AND PROPERTY
DISCLOSURE OF INVESTIGATIONS AND OTHER ACTIONS INVOLVING BIDDER FORM**

Solicitation Number: _____ Bidder/Offeror: _____

PART 1: PLEASE COMPLETE THE QUESTIONS BELOW BY CHECKING EITHER THE "YES" OR "NO" BOX.

PLEASE REFER TO THE PERSONS AND/OR ENTITIES LISTED ON YOUR OWNERSHIP DISCLOSURE FORM WHEN ANSWERING THE QUESTIONS BELOW.

NON-PROFIT ENTITIES: PLEASE LIST ALL OFFICERS/DIRECTORS IN PART 2 OF THIS FORM. YOU WILL BE REQUIRED TO ANSWER THE QUESTIONS BELOW WITH RESPECT TO THESE INDIVIDUALS.

- | | YES | NO |
|---|--------------------------|--------------------------|
| 1. Has any person or entity listed on this form or its attachments ever been arrested, charged, indicted, or convicted in a criminal or disorderly persons matter by the State of New Jersey (or political subdivision thereof), any other state or the U.S. Government? | <input type="checkbox"/> | <input type="checkbox"/> |
| 2. Has any person or entity listed on this form or its attachments ever been suspended, debarred or otherwise declared ineligible by any government agency from bidding or contracting to provide services, labor, materials or supplies? | <input type="checkbox"/> | <input type="checkbox"/> |
| 3. Are there currently any pending criminal matters or debarment proceedings in which the firm and/or its officers and/or managers are involved? | <input type="checkbox"/> | <input type="checkbox"/> |
| 4. Has any person or entity listed on this form or its attachments been denied any license, permit or similar authorization required to engage in the work applied for herein, or has any such license, permit or similar authorization been revoked by any agency of federal, state or local government? | <input type="checkbox"/> | <input type="checkbox"/> |

IF ANY OF THE ANSWERS TO QUESTIONS 1-4 ARE YES, PLEASE PROVIDE THE REQUESTED INFORMATION IN PART 2 BELOW.
IF ALL OF THE ANSWERS TO QUESTIONS 1-4 ARE NO, PLEASE READ AND SIGN THE FORM BELOW. NO FURTHER ACTION IS NEEDED.
IF YOU ARE A NON-PROFIT, YOU MUST DISCLOSE ALL OFFICERS/DIRECTORS IN PART 2 BELOW.

PART 2: PROVIDING ADDITIONAL INFORMATION

For Questions 1-4 answered "YES", you **must** provide a detailed description of any investigation or litigation, including but not limited to administrative complaints or other administrative proceedings, involving public sector clients during the past 5 years. This description must include the nature and status of the investigation, and for any litigation, the caption of the action, a brief description of the action, the date of inception, current status, and if applicable, disposition. Please provide this information in the box labeled "Additional Information" below. The box will prompt you to provide the information referenced above. Please provide thorough answers to each question. Click on the "Add Additional Information" button below the box if you need to make additional entries.

Non-profit bidder/offerors must disclose the individuals serving as officers or directors for purposes of this form. Please indicate all individuals acting in either capacity by providing the information located in the "Officers/Directors" box. If additional entries are needed, click the "Add an Officer/Director Entry" button.

Once all required information has been disclosed, complete the certification beneath the "Additional Information" section below. Failure to complete this form may render your proposal non-responsive.

Additional Information

Person or Entity _____ Date of Inception: _____

Current Status _____

Brief Description _____

Caption of Action (if applicable) _____ Disposition of Action (if applicable) _____

Delete Entry

Bidder/Offeror Contact Name _____

Contact Phone Number _____

Add Additional Information

Officers/Directors

Name: _____

Title _____ DOB _____

Address _____

City _____ State _____ Zip Code _____

Phone _____ E-Mail _____

Delete Entry

Add An Additional Officer/Director Entry

Certification: I, being duly sworn upon my oath, hereby represent and state that the foregoing information and any attachments thereto to the best of my knowledge are true and complete. I acknowledge that the State of New Jersey is relying on the information contained herein and thereby acknowledge that I am under a continuing obligation from the date of this certification through the completion of any contracts with the State to notify the State in writing of any changes to the answers of information contained herein. I acknowledge that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification, and if I do so, I recognize that I am subject to criminal prosecution under the law and that it will also constitute a material breach of my agreement(s) with the State of New Jersey and that the State at its option may declare any contract(s) resulting from this certification void and unenforceable.

Full Name (Print): _____ Signature: _____

Title: _____ Date: _____

**STATE OF NEW JERSEY -- DIVISION OF PURCHASE AND PROPERTY
DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN**

Quote Number: _____ Bidder/Offeror: _____

**PART 1: CERTIFICATION
BIDDERS MUST COMPLETE PART 1 BY CHECKING EITHER BOX.
FAILURE TO CHECK ONE OF THE BOXES WILL RENDER THE PROPOSAL NON-RESPONSIVE.**

Pursuant to Public Law 2012, c. 25, any person or entity that submits a bid or proposal or otherwise proposes to enter into or renew a contract must complete the certification below to attest, under penalty of perjury, that neither the person or entity, nor any of its parents, subsidiaries, or affiliates, is identified on the Department of Treasury's Chapter 25 list as a person or entity engaging in investment activities in Iran. The Chapter 25 list is found on the Division's website at <http://www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf>. Bidders must review this list prior to completing the below certification. **Failure to complete the certification will render a bidder's proposal non-responsive.** If the Director finds a person or entity to be in violation of law, s/he shall take action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the party

PLEASE CHECK THE APPROPRIATE BOX:

I certify, pursuant to Public Law 2012, c. 25, that neither the bidder listed above nor any of the bidder's parents, subsidiaries, or affiliates is listed on the N.J. Department of the Treasury's list of entities determined to be engaged in prohibited 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. **I will skip Part 2 and sign and complete the Certification below.**

OR

I am unable to certify as above because the bidder and/or one or more of its parents, subsidiaries, or affiliates is listed on the Department's Chapter 25 list. **I will provide a detailed, accurate and precise description of the activities in Part 2 below and sign and complete the Certification below.** Failure to provide such will result in the proposal being rendered as non-responsive and appropriate penalties, fines and/or sanctions will be assessed as provided by law.

PART 2: PLEASE PROVIDE FURTHER INFORMATION RELATED TO INVESTMENT ACTIVITIES IN IRAN

You must provide a detailed, accurate and precise description of the activities of the bidding person/entity, or one of its parents, subsidiaries or affiliates, engaging in the investment activities in Iran outlined above by completing the boxes below.

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

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

ADD AN ADDITIONAL ACTIVITIES ENTRY

Certification: I, being duly sworn upon my oath, hereby represent and state that the foregoing information and any attachments thereto to the best of my knowledge are true and complete. I attest that I am authorized to execute this certification on behalf of the above-referenced person or entity. I acknowledge that the State of New Jersey is relying on the information contained herein and thereby acknowledge that I am under a continuing obligation from the date of this certification through the completion of any contracts with the State to notify the State in writing of any changes to the answers of information contained herein. I acknowledge that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification, and if I do so, I recognize that I am subject to criminal prosecution under the law and that it will also constitute a material breach of my agreement(s) with the State of New Jersey and that the State at its option may declare any contract(s) resulting from this certification void and unenforceable.

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

Affirmative Action Supplement

AFFIRMATIVE ACTION	Term Contract - Advertised Bid Proposal
Department of the Treasury Division of Purchase & Property State of New Jersey 33 W. State St., 9th Floor PO Box 230 Trenton, New Jersey 08625-0230	Bid Number: _____ Bidder: _____

EXHIBIT A
MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE
N.J.S.A. 10:5-31 et seq. (P.L. 1975, C. 127)
N.J.A.C. 17:27
GOODS, PROFESSIONAL SERVICE AND GENERAL SERVICE CONTRACTS

During the performance of this contract, the contractor agrees as follows:

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Except with respect to affectional or sexual orientation and gender identity or expression, the contractor will ensure that equal employment opportunity is afforded to such applicants in recruitment and employment, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Such equal employment opportunity shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause.

The contractor or subcontractor, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex.

The contractor or subcontractor, where applicable, will send to each labor union or representative or workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer advising the labor union or workers' representative of the contractor's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et seq., as amended and supplemented from time to time and the Americans with Disabilities Act.

The contractor or subcontractor agrees to make good faith efforts to afford equal employment opportunities to minority and women workers consistent with Good faith efforts to meet targeted county employment goals established in accordance with N.J.A.C. 17:27-5.2, or Good faith efforts to meet targeted county employment goals determined by the Division, pursuant to N.J.A.C. 17:27-5.2.

The contractor or subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, labor unions, that it does not discriminate on the basis of age, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

The contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the State of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

In conforming with the targeted employment goals, the contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The contractor shall submit to the public agency, after notification of award but prior to execution of a goods and services contract, one of the following three documents:

Letter of Federal Affirmative Action Plan Approval

Certificate of Employee Information Report

Employee Information Report Form AA302

The contractor and its subcontractors shall furnish such reports or other documents to the Division of Public Contracts Equal Employment Opportunity Compliance as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Division of Public Contracts Equal Employment Opportunity Compliance for conducting a compliance investigation pursuant to **Subchapter 10 of the Administrative Code at N.J.A.C. 17:27.**

*** NO FIRM MAY BE ISSUED A PURCHASE ORDER OR CONTRACT WITH THE STATE UNLESS THEY COMPLY WITH THE AFFIRMATIVE ACTION REGULATIONS**

PLEASE CHECK APPROPRIATE BOX (ONE ONLY)

- I HAVE A CURRENT NEW JERSEY AFFIRMATIVE ACTION CERTIFICATE, (PLEASE ATTACH A COPY TO YOUR PROPOSAL).
- I HAVE A VALID FEDERAL AFFIRMATIVE ACTION PLAN APPROVAL LETTER, (PLEASE ATTACH A COPY TO YOUR PROPOSAL).
- I HAVE COMPLETED THE ENCLOSED FORM AA302 AFFIRMATIVE ACTION EMPLOYEE INFORMATION REPORT.

INSTRUCTIONS FOR COMPLETING THE EMPLOYEE INFORMATION REPORT (FORM AA302)

IMPORTANT: READ THE FOLLOWING INSTRUCTIONS CAREFULLY BEFORE COMPLETING THE FORM. PRINT OR TYPE ALL INFORMATION. FAILURE TO PROPERLY COMPLETE THE ENTIRE FORM **AND TO SUBMIT THE REQUIRED \$150.00 NON-REFUNDABLE FEE MAY DELAY ISSUANCE OF YOUR CERTIFICATE. IF YOU HAVE A CURRENT CERTIFICATE OF EMPLOYEE INFORMATION REPORT, DO NOT COMPLETE THIS FORM UNLESS YOU ARE RENEWING A CERTIFICATE THAT IS DUE FOR EXPIRATION. DO NOT COMPLETE THIS FORM FOR CONSTRUCTION CONTRACT AWARDS.**

ITEM 1 - Enter the Federal Identification Number assigned by the Internal Revenue Service, or if a Federal Employer Identification Number has been applied for, or if your business is such that you have not or will not receive a Federal Employer Identification Number, enter the Social Security Number of the owner or of one partner, in the case of a partnership.

ITEM 2 - Check the box appropriate to your TYPE OF BUSINESS. If you are engaged in more than one type of business check the predominate one. If you are a manufacturer deriving more than 50% of your receipts from your own retail outlets, check "Retail".

ITEM 3 - Enter the total "number" of employees in the entire company, including part-time employees. This number shall include all facilities in the entire firm or corporation.

ITEM 4 - Enter the name by which the company is identified. If there is more than one company name, enter the predominate one.

ITEM 5 - Enter the physical location of the company. Include City, County, State and Zip Code.

ITEM 6 - Enter the name of any parent or affiliated company including the City, County, State and Zip Code. If there is none, so indicate by entering "None" or N/A.

ITEM 7 - Check the box appropriate to your type of company establishment. "Single-establishment Employer" shall include an employer whose business is conducted at only one physical location. "Multi-establishment Employer" shall include an employer whose business is conducted at more than one location.

ITEM 8 - If "Multi-establishment" was entered in item 8, enter the number of establishments within the State of New Jersey.

ITEM 9 - Enter the total number of employees at the establishment being awarded the contract.

ITEM 10 - Enter the name of the Public Agency awarding the contract. Include City, County, State and Zip Code. This is not applicable if you are renewing a current Certificate.

ITEM 11 - Enter the appropriate figures on all lines and in all columns. THIS SHALL ONLY INCLUDE EMPLOYMENT DATA FROM THE FACILITY THAT IS BEING AWARDED THE CONTRACT. DO NOT list the same employee in more than one job category. **DO NOT attach an EEO-1 Report.**

Racial/Ethnic Groups will be defined:

Black: Not of Hispanic origin. Persons having origin in any of the Black racial groups of Africa.

Hispanic: Persons of Mexican, Puerto Rican, Cuban, or Central or South American or other Spanish culture or origin, regardless of race.

American Indian or Alaskan Native: Persons having origins in any of the original peoples of North America, and who maintain cultural identification through tribal affiliation or community recognition.

Asian or Pacific Islander: Persons having origin in any of the original peoples of the Far East, Southeast Asia, the Indian Sub-continent or the Pacific Islands. This area includes for example, China, Japan, Korea, the Phillipine Islands and Samoa.

Non-Minority: Any Persons not identified in any of the aforementioned Racial/Ethnic Groups.

ITEM 12 - Check the appropriate box. If the race or ethnic group information was not obtained by 1 or 2, specify by what other means this was done in 3.

ITEM 13 - Enter the dates of the payroll period used to prepare the employment data presented in Item 12.

ITEM 14 - If this is the first time an Employee Information Report has been submitted for this company, check block "Yes".

ITEM 15 - If the answer to Item 15 is "No", enter the date when the last Employee Information Report was submitted by this company.

ITEM 16 - Print or type the name of the person completing the form. Include the signature, title and date.

ITEM 17 - Enter the physical location where the form is being completed. Include City, State, Zip Code and Phone Number.

TYPE OR PRINT IN SHARP BALL POINT PEN

THE VENDOR IS TO COMPLETE THE EMPLOYEE INFORMATION REPORT FORM (AA302) AND RETAIN A COPY FOR THE VENDOR'S OWN FILES. THE VENDOR SHOULD ALSO SUBMIT A COPY TO THE PUBLIC AGENCY AWARDED THE CONTRACT IF THIS IS YOUR FIRST REPORT; AND FORWARD ONE COPY **WITH A CHECK IN THE AMOUNT OF \$150.00 PAYABLE TO THE TREASURER, STATE OF NEW JERSEY(FEE IS NON-REFUNDABLE)** TO:

**NJ Department of the Treasury
Division of Public Contracts
Equal Employment Opportunity Compliance
P.O. Box 206**

Trenton, New Jersey 08625-0206

Telephone No. (609) 292-5473

State of New Jersey
Division of Public Contracts Equal Employment Opportunity Compliance
EMPLOYEE INFORMATION REPORT

IMPORTANT- READ INSTRUCTIONS ON BACK OF FORM CAREFULLY BEFORE COMPLETING FORM. TYPE OR PRINT IN SHARP BALLPOINT PEN. FAILURE TO PROPERLY COMPLETE THE ENTIRE FORM AND **SUBMIT THE REQUIRED \$150.00 FEE** MAY DELAY ISSUANCE OF YOUR CERTIFICATE. DO NOT SUBMIT EEO-1 REPORT FOR SECTION B, ITEM 11.

SECTION A - COMPANY IDENTIFICATION

1. FID. NO. OR SOCIAL SECURITY	2. TYPE OF BUSINESS <input type="checkbox"/> 1. MFG <input type="checkbox"/> 2. SERVICE <input type="checkbox"/> 3. WHOLESALE <input type="checkbox"/> 4. RETAIL <input type="checkbox"/> 5. OTHER	3. TOTAL NO. OF EMPLOYEES IN THE ENTIRE COMPANY.
4. COMPANY NAME		
5. STREET	CITY	COUNTY STATE ZIP CODE
6. NAME OF PARENT OR AFFILIATED COMPANY (IF NONE, SO INDICATE)		CITY STATE ZIP CODE
7. CHECK ONE: IS THE COMPANY: <input type="checkbox"/> SINGLE-ESTABLISHMENT EMPLOYER <input type="checkbox"/> MULTI-ESTABLISHMENT EMPLOYER		
8. IF MULTI-ESTABLISHMENT EMPLOYER, STATE THE NUMBER OF ESTABLISHMENTS IN NJ		
9. TOTAL NUMBER OF EMPLOYEES AT ESTABLISHMENT WHICH HAS BEEN AWARDED THE CONTRACT		
10. PUBLIC AGENCY AWARDDING CONTRACT	CITY	COUNTY STATE ZIP CODE

Official Use Only	DATE RECEIVED	INAUG DATE	ASSIGNED CERTIFICATION NUMBER

SECTION B - EMPLOYMENT DATA

11. Report all permanent, temporary and part-time employees ON YOUR OWN PAYROLL. Enter the appropriate figures on all lines and in all columns. Where there are no employees in a particular category, enter a zero. Include ALL employees, not just those in minority/non-minority categories, in columns 1, 2, & 3. **DO NOT SUBMIT AN EEO-1 REPORT.**

JOB Categories	PERMANENT MINORITY/NON-MINORITY EMPLOYEE BREAKDOWN												
	All Employees			***** MALE *****					***** FEMALE *****				
	Total (Cols. 2 & 3)	COL. 2 MALE	COL. 3 FEMALE	Black	Hispanic	Amer. Indian	Asian	Non Min	Black	Hispanic	Amer. Indian	Asian	Non Min
Officials/Managers													
Professionals													
Technicians													
Sales Workers													
Office & Clerical													
Craftworkers (Skilled)													
Operatives (Semi-Skilled)													
Laborers (Unskilled)													
Service Workers													
Total													
Total employment From previous Report (if any)													
Temporary & Part Time Employees	The data below shall NOT be included in the figures for the appropriate categories above.												

12. HOW WAS INFORMATION AS TO RACE OR ETHNIC GROUP IN SECTION B OBTAINED?	14. IS THIS THE FIRST Employee Information Report Submitted? <input type="checkbox"/> YES <input type="checkbox"/> NO	15. IF NO, DATE LAST REPORT SUBMITTED
13. DATES OF PAYROLL PERIOD USED FROM: _____ TO: _____		

SECTION C - SIGNATURE AND IDENTIFICATION

16. NAME OF PERSON COMPLETING FORM (Print or Type)	SIGNATURE	TITLE	DATE
17. ADDRESS NO. & STREET	CITY	COUNTY	STATE ZIP CODE PHONE, AREA CODE, NO.

I certify that the information on this form is true and correct.

ATTACHMENT #3
STANDARD TERMS AND CONDITIONS

STANDARD TERMS AND CONDITIONS

By submitting a proposal in response to the Request for Qualifications/Proposals (“RFP”) for services, the bidder certifies that it understands and agrees that all of the following terms, conditions and definitions (collectively, “Standard Terms and Conditions”) are part of any contract(s) awarded as a result of the RFP unless specifically and expressly modified by reference in the RFP or in a writing executed by an authorized officer of the Fort Monmouth Economic Revitalization Authority.

I. Definitions: As used in these Standard Terms and Conditions, the following terms shall have the definitions set forth in this paragraph. These definitions shall also apply to the entire contract unless otherwise defined therein.

“Authority” means the Fort Monmouth Economic Revitalization Authority. The Authority is the intended beneficiary of the Contract.

“Bidder” means any person or entity submitting a proposal in response to the RFP to provide the Authority services specified in the RFP.

“Contract” means a mutually binding legal relationship obligating the Consultant to furnish services and the Authority to pay for them. The Contract consists of these Standard Terms and Conditions, the RFP, the proposal submitted by the Consultant, the subsequent written document memorializing the agreement (if any), any amendments or modifications and any attachments, addenda or other supporting documents of the foregoing.

The Contract and/or its terms cannot be modified or amended by conduct or by course of dealings. Thus, the “contract” does not include the aforementioned actions and such actions, or reliance thereon, afford no rights whatsoever to any party to the Contract. The Contract can only be modified or amended by a writing signed by an authorized officer of the Authority and of the Consultant.

“Consultant” means the person or entity which submits a proposal in response to the RFP and to whom (or which) the Contract is awarded. The Consultant is sometimes referred to as the “contractor”.

“Shall” denotes a mandatory condition.

“State” means the State of New Jersey.

II. Applicability and incorporation of standard terms and conditions:

A. These Standard Terms and Conditions are automatically incorporated into the Contract unless the Consultant is specifically instructed otherwise in the RFP or in any other amendment thereto. These Standard Terms and Conditions are in addition to the terms and

conditions set forth in the RFP and should be read in conjunction with the same unless the RFP specifically indicates otherwise.

B. All of the Authority's Standard Terms and Conditions will become part of the Contract awarded as a result of this RFP, whether stated in part, in summary or by reference. In the event the Consultant's terms and conditions conflict with the Authority's, the Authority's Standard Terms and Conditions will prevail, unless the Consultant is notified in writing of the Authority's acceptance of the Consultant's terms and conditions.

III. Consultant's Status and Responsibilities:

A. Consultant's Status: The Consultant's status shall be that of an independent consultant and not that of an employee of the State or the Authority.

B. Consultant's Certification as to its Representations: The Consultant certifies that all representations made by it in its proposal or other related and/or supporting materials are true, subject to penalty of law. Further, the Consultant agrees that the violation of any statute or regulation related to public contracts and/or its misrepresentation or concealment of any material fact in the proposal, award or performance of the Contract may be cause for termination of the contract award. In addition, the Consultant's violation of any statute or regulation relating to public contracts and/or its misrepresentation or concealment of any material fact in the proposal, award or performance of the Contract shall serve as a legal bar to the Consultant's enforcement of its rights under the Contract including any and all claims at law or equity.

C. Consultant's Performance: The Consultant agrees to perform in a good, skillful and timely manner all services set forth in the Contract. The Consultant has an affirmative obligation to promptly notify, in writing, the Authority of any changes in circumstances which might affect the Consultant's ability to be awarded or to perform its obligations under the Contract.

D. Responsibilities of Consultant:

1. The Consultant is responsible for the quality, technical accuracy and timely completion and delivery of all services to be furnished by the Consultant under the Contract.
2. The Consultant shall, without additional compensation, correct or revise any errors, omissions, or other deficiencies in its services furnished under the Contract. The acceptance or payment for any of the services rendered under the Contract shall not be construed as a waiver by the Authority of any rights under the Contract or of any cause of action arising out of the Consultant's performance of the Contract.

3. The acceptance of, approval of or payment for any of the services performed by the Consultant under the Contract shall not constitute a release or waiver of any claim the Corporation has or may have for latent defects or errors or other breaches or warranty or negligence.
 4. Except for those subconsultants identified in the Consultant's response to the RFP, the Consultant shall not hire, employ or otherwise engage subconsultants to furnish the performance contemplated by the Contract, unless the prior written approval of the Authority is obtained by the Consultant.
 5. The Consultant's obligations under this clause are in addition to the Consultant's other expressed or implied assurances under the Contract or law and in no way diminish any other rights that the Authority may have against the Consultant.
- E. Investigation:** By submitting a proposal in response to the RFP, the bidder certifies and warrants that it has satisfied itself, from its own investigation, of the conditions to be met and that it fully understands its obligations and if awarded the Contract agrees that it will not make any claim for, or have right to, cancellation or relief from the Contract without penalty because of its misunderstanding or lack of information.
- F. Cost Liability:** The Authority assumes no responsibility and no liability for costs incurred by the bidder prior to the award of the Contract and thereafter only as specifically provided in the Contract.
- G. Indemnity/Liability to Third Parties:**
1. The Consultant shall assume all risk of and responsibility for, and agrees to indemnify, defend and save harmless the Authority, its officers, employees and attorneys from and against any and all claims, demands, suits, actions, recoveries, judgments, liabilities and costs and expenses which may arise out of the breach of any term of the Contract or the default thereunder by the Consultant, its employees, servants or agents and on account of the loss of life, property or injury or damage to the person, body or property of any person or persons whatsoever, which shall arise from or result directly or indirectly from the services supplied under this Contract.
 2. The Consultant shall hold and save the Authority, its officers, agents, servants and employees, harmless from liability of any nature or kind for or on account of the use of any copyrighted or uncopied composition, secret process, patented or unpatented invention, article or appliance furnished or used in the performance of this Contract.

3. The Consultant further agrees that:
- a) Any approval by the Authority of the work performed by the Consultant shall not operate to limit the obligations of the Consultant assumed in the Contract;
 - b) The Authority assumes no obligation to indemnify or save harmless the Consultant, its agents, servants or employees for any claim which may arise out of its performance of the Contract; and
 - c) The provisions of this indemnification shall in no way limit the Consultant's obligations assumed in the Contract, nor shall they be construed to relieve the Consultant from any liability, nor preclude the Authority from taking any other actions available to it under any other provisions of the Contract or otherwise at law or equity.

H. Availability of Records: The Authority has the right to request, and the Consultant agrees to furnish free of charge, all information and copies of all records and documents which the Authority requests. The Consultant shall allow the Authority to visit the office(s) of the Consultant periodically, upon reasonable notice, in order to review any document related to the Contract or to otherwise monitor work being performed by the Consultant pursuant to the Contract. Any failure by the Consultant to maintain or produce such records or to otherwise cooperate with the Authority may be, at the Authority's discretion, cause for termination of the contract award and/or suspension or debarment of the Consultant from the Authority. The Contractor shall maintain all documentation related to subcontracts related to the contract for a period of five years from the date of final payment by FMERA to the Contractor. Such records shall be made available to the New Jersey Office of the State Comptroller upon request.

- I. Data Confidentiality:** All data not otherwise publicly available contained in documents supplied by the Authority after the award of the Contract, any data not otherwise publicly available gathered by the Consultant in fulfillment of the Contract and any analysis thereof (whether in fulfillment of the Contract or not) are to be considered confidential and shall be solely for the use of the Authority. The Consultant is required to use reasonable care to protect the confidentiality of the data. Any use, sale or offering of this data in any form by the Consultant, its employees, agents, servants or assignees will be considered in violation of the Contract and will cause the information to be reported to the State Attorney General for possible prosecution. Penalties for violations of this provision include, but are not limited to, termination of the contract award and/or legal action without the Authority being liable for damages, costs and/or attorney fees. The Consultant shall be liable for any and all damages arising from its breach of this confidentiality provision.

- J. **No Waiver of Warranties or Remedies at Law or Equity:** Nothing in the Contract shall be construed to be a waiver by the Authority or any warranty, expressed or implied, except as specifically and expressly stated in a writing executed by an authorized officer of the Authority. Further, nothing in the Contract shall be construed to be a waiver by the Authority of any remedy available to the Authority under the Contract, at law or equity except as specifically and expressly stated in a writing executed by an authorized officer of the Authority.
- K. **Publicity:** Publicity and/or public announcements pertaining to the services being furnished pursuant to the Contract shall be approved by the Authority.

IV. Contractual Relationship:

- A. **Assignment:** The Consultant shall not assign or transfer its obligations or rights, under the Contract without the prior written consent of the Authority. Any assignment or transfer of the Consultant's rights under the Contract without the prior written consent of the Authority shall not relieve the Consultant of any duty; obligation or liability assumed by it under the Contract and shall be cause for termination of the contract award.
- B. **Mergers, Acquisitions and Dissolution:**
 - 1. **Merger or Acquisition:** If, subsequent to the award of any contract, resulting from the RFP, the Consultant shall merge with or be acquired by another firm, for purposes of this Contract only, the documents set forth below must be submitted to the Authority for approval within thirty (30) days of completion of the merger or acquisition. Failure to do so may result in rescission of the contract award upon ten (10) days notice by the Authority to the Consultant. In such case, the provisions of VI.C. and VI. D shall apply. Any such merger or acquisition will require the assignment of the Contract pursuant to the provisions related thereto set forth herein.
 - a) Corporate resolutions prepared by the awarded Consultant and new entity ratifying acceptance of the Contract terms, conditions and prices, as may be amended.
 - b) New Jersey Business Registration Certificate, Chapter 51/Executive Order 117 Vendor Certification and Disclosure of Political Contributions Form, Political Disclosure Form, and Affirmative Action Supplement with Affirmative Action Employee Information Report reflecting all updated information, including ownership disclosure, pursuant to the provisions contained herein.
 - c) The acquirer's or resulting entity's Federal Employer Identification Number.

d) **Ownership Disclosure:** Within thirty (30) days after any merger or acquisition, the Consultant must disclose the names and addresses of all of its owners and potential owners which hold or may acquire 10% or more of its stock or interest. The Consultant has the continuing obligation to notify the Authority of any change in its ownership affecting 10% or more of its ownership as soon as such change has been completed. Compliance with this provision does not give rise to any rights to the Contract to the acquirer or resulting entity (in the case of a merger) without the written consent of the Authority.

2. **Dissolution:** If, during the term of the Contract, the Consultant's partnership, joint venture or corporation shall dissolve, the Authority must be so notified. Upon receipt of such notice, the Authority may terminate the Contract, in which case the provisions of VI. C. and VI. D. shall apply. All responsible parties of the dissolved partnership or corporation must submit to the Authority, in writing, the names of the parties proposed to perform the contract and the names of the parties to whom payment should be made. If the Consultant is (1) a corporation, it must provide a copy of the corporate resolution to dissolve; (2) a partnership, the written statement of the partnership, general partner, receiver or custodian thereof that the partnership has dissolved; and (3) a joint venture, the written agreement of the principal parties thereto to dissolve the joint venture.

C. **Notice:** The Consultant shall promptly provide notice to the Authority of all information related to its merger, acquisition and/or dissolution.

V. Mandatory Compliance with Law: The Consultant's compliance with the legal requirements set forth in this paragraph as well as any other applicable laws, regulations or codes is mandatory and cannot be waived by the Authority. The list of laws, regulations and/or codes cited herein is not intended to be an exhaustive list and is available for review at the State Library, 155 West State Street, Trenton, New Jersey 08625.

A. Corporate Authority:

1. All New Jersey corporations must obtain a Certificate of Incorporation from the Office of the Secretary of State of New Jersey prior to conducting business in the State of New Jersey.
2. If a bidder is a corporation incorporated in a state other than New Jersey, the Consultant must obtain a Certificate of Authority to do business from the Office of the Secretary of State of New Jersey prior to receipt of the final contract award. Within seven (7) days of its receipt of a notice of intent to award, the successful bidder shall provide either a certification or

notification of filing with the Secretary of State. Failure to comply may result in the Authority withdrawing the notice of intent to award.

3. If the bidder awarded the Contract is an individual, partnership or joint venture not residing in this State or a partnership organized under the laws of another state, then the bidder shall execute a power of attorney designating the Secretary of State as his true and lawful attorney for the sole purpose of receiving process in any civil action which may arise out of the performance of the Contract. The appointment of the Secretary of State shall be irrevocable and binding upon the bidder, his heirs, executors, administrators, successors and assigns. Within ten (10) days of receipt of this service, the Secretary of State shall forward same to the bidder at the address designated in the bidder's proposal.

B. Affirmative Action: During the performance of the Contract, the Consultant agrees to comply with the requirements of P.L. 1975, c.127 (N.J.A.C. 17:27), as follows:

1. The Consultant shall submit to the public agency, after notification of award but prior to execution of a goods and services contract, one of the following three documents:
 - i. Appropriate evidence that the consultant is operating under an existing Federally approved or sanctioned affirmative action program;
 - ii. A certificate of employee information report approval, issued in accordance with N.J.A.C. 17:27-4; or
 - iii. An employee information report (Form AA302) electronically provided by the NJ Department of Treasury, Division of Contract Compliance and Equal Employment Opportunity in Public Contracts and distributed to the public agency, through the Division's website, to be completed by the consultant, in accordance with N.J.A.C. 17:27-4.
2. During the performance of this contract, the Consultant agrees as follows:
 - i. Consultant will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Except with respect to affectional or sexual orientation and gender identity or expression, the Consultant will ensure that equal employment opportunity is afforded to such applicants in recruitment and employment, and that all employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Such equal employment opportunity shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or

termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Consultant agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the public agency compliance officer setting forth provisions of this nondiscrimination clause;

ii. Consultant will, in all solicitations or advertisements for employees placed by or on behalf of the Consultant, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex;

iii. Consultant will, in all solicitations or advertisements for employees placed by or on behalf of the Consultant, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex; and

iv. Consultant agrees to comply with any regulations promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et seq., as amended and supplemented from time to time.

3. The Consultant will send to each labor union or representative or workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the Authority's contracting officer, advising the labor union or worker's representative of the Consultant's commitments under the act, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
4. The Consultant agrees to comply with the regulations promulgated by the New Jersey State Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time, and the Americans with Disabilities Act.
5. The Consultant agrees to attempt in good faith to employ minority and female workers consistent with the applicable county employment goals prescribed by N.J.A.C. 17:27-5.2 promulgated by the New Jersey State Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time, or in accordance with a binding determination of the applicable county employment goals determined by the Affirmative Action Office pursuant to N.J.A.C. 17:27-5.2, promulgated by the New Jersey State Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time.

6. The Consultant agrees to inform, in writing, appropriate recruitment agencies in the area, including employment agencies, placement bureaus, colleges, universities, and labor unions, that it does not discriminate on the basis of age, creed, color, national origin, ancestry, marital status, sex affectional or sexual orientation, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.
7. The Consultant agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conform to the principles of job-related testing, as established by applicable Federal law and applicable Federal court decisions.
8. The Consultant agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, creed, color, national origin, ancestry, marital status, sex affectional or sexual orientation, and conform with the applicable employment goals, consistent with the status and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.
9. The Consultant shall furnish such reports or other documents to the Affirmative Action Office as may be requested by the Office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Affirmative Action Office for conducting a compliance investigation pursuant to Subchapter 10 of the New Jersey Administrative Code (N.J.A.C. 17:27).

C. Americans with Disabilities Act: The Consultant shall abide by the provisions of the Americans with Disabilities Act, 42 U.S.C., Sec. 12101, et seq.

D. Bidders Warranty: By submitting a proposal in response to the RFP, the bidder warrants and represents that no person or selling agency has been employed or retained to solicit or secure the Contract 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 Consultant for the purpose of securing business. The penalty for breach or violation of this provision may result in termination of the contract award without the Authority being liable for damages, costs and/or attorney fees or, in the Authority's discretion, a deduction from the Contract price or consideration the full amount or such commission, percentage, brokerage or contingent fee.

E. Standards Prohibiting Conflicts of Interest: The following prohibitions shall apply to all contracts made with the Authority.

1. No Consultant shall pay, offer to pay, or agree to pay, either directly or indirectly, any fee, commission, compensation, gift, gratuity or other thing of value of any kind to any officer or employee of the State or the Authority, or special State officer or employee as defined in N.J.S.A. 52:13D-13b and e, or to any member of the immediate family, as defined by N.J.S.A. 52:13D-13f of any such officer or employee, or partnership, firm or corporation with which they are employed or associated or in which such officer or employee has an interest within the meaning of N.J.S.A. 52:13D-13g.
2. The solicitation of any fee, commission, compensation, gift, gratuity or other thing of value by an officer or employee of the Authority from any State Bidder or Consultant shall be reported in writing forthwith by the vendor to the State Attorney General.
3. No Consultant may, directly or indirectly, undertake any private business, commercial or entrepreneurial relationship with, whether or not pursuant to employment, contract or other agreement express or implied, or sell any interest in such Consultant to any officer or employee of the Authority or special State officer or employee, or having any duties or responsibilities in connection with the purchase, acquisition or sale of any property or services by or to the Authority or with any person, firm or entity with which he is employed or associated or in which he has an interest within the meaning of N.J.S.A. 52:13D-13g.
4. No Consultant shall influence, or attempt to influence or cause to be influenced any officer or employee of the Authority in his official capacity in any manner which might tend to impair the objectivity or independence or judgment of said officer or employee.
5. No Consultant shall cause or influence, or attempt to cause or influence, any officer or employee of the Authority to use, or attempt to use, his official position to secure unwarranted privileges or advantages for the Consultant or any other person.
6. It is agreed and understood that the Authority reserves the right to determine whether a conflict of interest or the appearance of a conflict of interest exists which would under State law adversely affect or would be contrary to the best interest of the Authority.

F. Business Registration:

1. All New Jersey and out of State Corporations must obtain a Business Registration Certificate (“BRC”) from the Department of the Treasury, Division of Revenue prior to conducting business in the State of New Jersey.
2. Proof of valid business registration with the Division of Revenue, Department of the Treasury, State of New Jersey, shall be submitted by the bidder and, if applicable, by every subconsultant of the bidder, with the bidder’s bid. No contract will be awarded without proof of business registration with the Division of Revenue. Any questions in this regard can be directed to the Division of Revenue at (609) 292-1730. Form NJ-REG can be filed online at www.state.nj.us/njbgs/services.html.
3. Before performing work under the Contract, all subconsultants of the Consultant must provide the Consultant proof of New Jersey business registration. The Consultant shall forward the business registration documents on to the Authority.

VI. Termination of the Contract Award: The Authority may terminate the contract award at any time during the duration of the Contract, without penalty, subject to the following provisions:

- A. For Convenience:** Where circumstances change and/or the needs of the Authority change, or the Contract is otherwise deemed by the Authority to no longer be in the public interest or the services of the Consultant are no longer desired by the Authority, the Authority may terminate the contract award upon no less than thirty (30) days notice to the Consultant. In the event of such a termination of the contract award, the Consultant shall furnish to the Authority, free of charge, such close-out reports as may reasonably be required.
- B. For Cause:**
 1. Where a Consultant fails to perform or comply with the Contract, the Authority may terminate the contract award upon ten (10) days notice to the Consultant.
 2. The Authority’s right to terminate the contract award for cause includes violation of state and federal law (as demonstrated by the Consultant’s admissions of same or a final decision of an appropriate decision-making body), or any reason related to the ability of the Consultant to fulfill its contractual obligations. The Authority may also terminate any contract with a federally debarred consultant or a consultant which is presently identified on the list of parties excluded from federal procurement and non-procurement contracts.

- C. Upon a termination of the contract award under this or any other paragraph herein, the Consultant shall be entitled to receive as full compensation for services rendered up to the date of termination for that portion of the fee which the services were actually and satisfactorily performed by it, as determined by the Authority, shall bear to the total services contemplated under the Contract, less payments previously made.
- D. Upon termination of the contract award, the Authority may acquire the services which are the subject of the Contract from another source and may charge the Consultant whose contract award has been terminated the difference in price, and the said Consultant shall be liable for same.

VII. Payments by Consultant: The Consultant shall submit payments to the Authority no later than every 30 days after the first day of each month. Supporting information containing specific details and proof of revenues received, operating costs paid and completion of the tasks completed shall be provided. Payment will not be accepted until the Authority has approved payment. All compliance documentation must be provided with payments.

VIII. Insurance: The Consultant shall secure and maintain in force for the term of the Contract liability insurance as provided herein. The Consultant shall provide the Authority with current certificates of insurance for all coverages and renewals thereof, naming the Authority as an additional insured and shall contain the provision that the insurance provided in the certificate shall not be cancelled for any reason except after thirty (30) days written notice to:

Fort Monmouth Economic Revitalization Authority
Bruce Steadman, Executive Director
By Overnight Carrier:
100 Barton Avenue
Oceanport, New Jersey 07757

By USPS Mail:
PO Box 267
Oceanport, NJ 07757

The insurance to be provided by the Consultant shall be as follows:

1. Comprehensive General Liability Insurance or its equivalent: The minimum limit of liability shall be \$1,500,000 per occurrence as a combined single limit for bodily injury and property damage. The above required Comprehensive General Liability Insurance policy or its equivalent shall name the Authority, the State, its officers, and employees as additional insureds. The coverage to be provided under these policies shall be at least as broad as that provided by the standard basic, unamended, and unendorsed Comprehensive General Liability Insurance occurrence coverage forms or its equivalent currently in use in the State of New Jersey, which shall not be circumscribed by any endorsement limiting the breadth of coverage.

2. Automobile liability insurance which shall be written to cover any automobile used by the insured. Limits of liability for bodily injury and property damage shall not be less than \$1 million per occurrence as a combined single limit.

3. Worker's Compensation Insurance applicable to the laws of the State of New Jersey and Employers Liability Insurance with limits not less than:

\$1,000,000 BODILY INJURY, EACH OCCURRENCE
\$1,000,000 DISEASE EACH EMPLOYEE
\$1,000,000 DISEASE AGGREGATE LIMIT.

IX. Notices: All notices required under the Contract shall be in writing and shall be validly and sufficiently served by the Authority upon the Consultant, and vice versa, if addressed and mailed by certified mail to the addressee set forth in the Contract. Notice to the Authority shall be mailed to the following address:

Overnight Delivery Address:
Fort Monmouth Economic Revitalization Authority
100 Barton Avenue
Oceanport, New Jersey 07757
US Postal Service:
P.O. Box 267
Oceanport, NJ 07757

X. Claims: All claims against the Authority by the Consultant concerning interpretation of the Contract, Consultant performance and /or termination of the contract award shall be subject to the New Jersey Tort Claims Act N.J.S.A. 59:1-1, et seq. and the New Jersey Contractual Liability Act, N.J.S.A. 59:13-1, et seq.

XI. Applicable Law: This Contract and any and all litigation arising there from or related thereto shall be governed by the applicable law, regulations and rules of evidence of the State of New Jersey without reference to conflict of laws principles.

ATTACHMENT #4
FEE SCHEDULE

MARINA FEE SCHEDULE TO FMERA

MONTH	PROPOSED FEE
June	
July	
August	
September	
October	
November	
December	
January	
February	
March	
April	
May	

Bidder's Name: _____

Bidder's Address: _____

Bidder's FEIN: _____

By signing below I certify that I am authorized to bind the bidder to the proposed fee stated above

By: _____

(Printed Name)

Date: _____

ATTACHMENT #5
MARINA LEASE AGREEMENT

BRAC LEASE

1. AUTHORIZED REPRESENTATIVES
2. USE OF THE LEASED PREMISES AND PERSONAL PROPERTY
3. TERM
4. TERMINATION, REVOCATION, DEFAULT AND RELINQUISHMENT
5. CONSIDERATION
6. NOTICES
7. SUPERVISION BY THE LEASED
8. APPLICABLE LAWS AND REGULATIONS PREMISES
9. CONDITION OF LEASED PREMISES
10. SUCCESSORS AND SUBLESSEES
11. COST OF UTILITIES
12. PROTECTION OF PROPERTY
13. INSURANCE
14. RIGHT TO ENTER
15. HOLD HARMLESS
16. RESTORATION
17. NON-DISCRIMINATION
18. SUBJECT TO EASEMENTS
19. SUBJECT TO MINERAL INTERESTS
20. PROHIBITED USES
21. NATURAL RESOURCES
22. DISPUTES CLAUSE
23. ENVIRONMENTAL PROTECTION
24. HAZARDOUS SUBSTANCES NOTICE
25. LEAD-BASED PAINT
26. ASBESTOS
27. OTHER ENVIRONMENTAL RESTRICTIONS
28. SITE SPECIFIC RESTRICTIONS
29. HISTORIC PRESERVATION
30. SOIL AND WATER CONSERVATION
31. TAXES
32. COVENANT AGAINST CONTINGENT FEES
33. OFFICIALS NOT TO BENEFIT
34. SEVERAL LESSEES
35. TITLE TO IMPROVEMENTS
36. MODIFICATIONS
37. NO COMMITMENTS FOR FUTURE USE
38. DISCLAIMER
39. FAILURE OF LESSOR TO INSIST UPON COMPLIANCE
40. IDENTIFICATION OF GOVERNMENT AGENCIES
41. NO INDIVIDUAL LIABILITY OF GOVERNMENT OFFICIALS
42. MODIFICATIONS AND CONSENTS
43. MERGER
44. AVAILABILITY OF FUNDS
45. SPECIAL CONDITIONS

Exhibits

- A Drawing of Leased Premises
- B Reuse Plan by reference
- C Description of Property
- D Hazardous Substances

DEPARTMENT OF THE ARMY LEASE
UNDER
BASE REALIGNMENT AND CLOSURE (BRAC)
FORT MONMOUTH
TINTON FALLS, EATONTOWN, OCEANPORT
NEW JERSEY

THIS LEASE is made on behalf of THE UNITED STATES OF AMERICA (the "United States"), between THE SECRETARY OF THE ARMY, acting by and through the DIRECTOR OF REAL ESTATE, U.S. ARMY ENGINEER DISTRICT, NEW YORK DISTRICT, (hereinafter referred to as the "Lessor"), under the authority of Title 10, United States Code, Sections 2667, and the Fort Monmouth Economic Revitalization Authority (hereinafter referred to as "FMERA" or "Lessee"), an instrumentality of the State of New Jersey created by NJSA 52:27I-18 et seq, with its principal address at PO Box 267, Oceanport, NJ 07757.

NOW THEREFORE:

That the Lessor, by and through the aforementioned authority, and for the consideration hereinafter set forth, hereby leases to Lessee a leasehold estate, for the term as set forth below, in and to the parcels of land identified in Exhibit A, (hereinafter referred to as the "Leased Premises" or "Premises"), lying and being in the Borough of Oceanport, New Jersey for the purpose of operation, maintenance and management for the recreational use of the Fort Monmouth Marina and boat slips, Fort Monmouth, New Jersey. The buildings on the property (201, 450, 498 and 499) are not to be used or accessed or used by the Lessee at any time.

THIS LEASE is granted subject to the following conditions:

1. AUTHORIZED REPRESENTATIVES

The Secretary of the Army, the "Lessor", may act by and through the District Commander New York District, or through other duly authorized representatives. The District Commander may also act by and through their duly authorized representatives. Except as otherwise specifically provided, any reference herein to "Lessor", "District Commander" or "said officer" shall include their duly authorized representatives or the Lessee also may act by and through duly authorized representatives. Any reference to "Lessee" shall include any assignees, or successors and their duly authorized representatives.

2. USE OF THE LEASED PREMISES

a. The sole purpose(s) for which the Leased Premises and any improvements thereon may be used, in the absence of prior written approval of the Lessor for any other use, is for the use designated in or consistent with the approved Reuse Plan covering the Leased Premises, attached hereto as Exhibit B by

reference (including use as a marina and boat slips) which use of the Leased Premises has been properly evaluated by the Lessor under the National Environmental Policy Act of 1969, 42 U.S.C. 4321 to 4370d (NEPA).

b. The Lessor, in the Lessor's sole discretion, must approve any change in the use of the Leased Premises that does not reflect uses set forth in the Reuse Plan as set forth in subcondition a. above. Prior to approval of any such changes in use requested by the Lessee, the Lessee shall furnish, at the Lessee's expense, any additional environmental analyses and documentation deemed necessary by the Lessor to comply with the National Environmental Policy Act of 1969, as amended, and implementing regulations, and other applicable environmental laws and regulations. In granting approval for the change in use, the Lessor reserves the right to impose such additional environmental protection provisions and restrictions, as the Lessor deems appropriate.

3. TERM

a. The Leased Premises are leased for a term of one (1) year with an option for one - additional six (6) month term at the Lessor's discretion or until the Army conveys property, commencing on the date of execution hereof and ending one year hence from the commencement date or until terminated under the condition on TERMINATION, REVOCATION, DEFAULT AND RELINQUISHMENT, whichever is sooner.

b. With regard to expansion of the Leased Premises, the Lessee may request additional land and/or buildings ("Additional Leased Premises") be added to the Leased Premises hereunder by written notice to the Lessor, acting by and through the District Engineer and the Installation Commander ("Expansion Request"), which Expansion Request shall include a plan of the Additional Leased Premises requested, any recommended site or use specific lease terms related thereto, a brief description of the intended use for the Additional Leased Premises, the commencement date of the Original Lease Term for said Additional Leased Premises, and copies of any subleases or licenses that will commence on the date of the Original Lease Term.

c. Upon the Lessor's approval of an Expansion Request by the Lessee, the Lessor shall promptly prepare an amendment to this Lease ("Amendment"), which Amendment shall incorporate a plan of the Additional Leased Premises into Exhibit A, as Exhibit A-1; establish the commencement date of the Original Lease Term for the Additional Leased Premises; incorporate site or use specific terms into the Lease as may be agreed by the parties and amend the Environmental Protection Provisions below by incorporating site specific restrictions regarding the Additional Leased Premises contained in the Finding of Suitability to Lease (FOSL) for the Additional Leased Premises. As of the date the Lessor and the Lessee sign the Amendment, the Lease shall be deemed modified and amended thereby, without the need for additional action by either party.

4. TERMINATION, REVOCATION, DEFAULT AND RELINQUISHMENT

a. Termination.

(1) In the event of the Lessor's decision to convey the Leased Premises or a portion thereof to the Lessee, the Lease shall terminate upon conveyance of the Leased Premises or a portion thereof to the Lessee with respect to that portion so conveyed.

(2) In the event the Lessor decides to convey the Leased Premises or a portion thereof to a third party and the Lessor executes a Finding of Suitability to Transfer (FOST), the Lessor may terminate this Lease with respect to any portion of the Leased Premises to be so conveyed, upon giving the Lessee ninety (90) days written notice of termination.

(3) The Lessor may terminate this Lease and remove the Lessee, and any sublessees, in the event of a national emergency as declared by the President or the Congress of the United States.

b. Default.

The following events shall be deemed to be events of default by the Lessee under this Lease:

(1) Lessee shall fail to comply with any condition, provision, covenant, or warranty made under this Lease by Lessee and shall not cure such failure, or initiate a cure and diligently pursue actions required to perfect a cure, within ninety (90) days after written notice thereof to Lessee, unless said non-compliance is the subject of a shorter notice given by a federal or state agency, in which case the shorter notice shall apply.

(2) Lessee shall become insolvent, or shall make a transfer in fraud of creditors, or shall make an assignment for the benefit or creditors;

(3) Lessee shall file a petition under any Section or Chapter of the United States Bankruptcy Code, as amended, or under any similar law or statute of the United States or any State thereof, or there shall be filed against the Lessee a petition for reorganization for an insolvency or a similar proceeding filed against Lessee;

(4) A receiver or trustee shall be appointed for the Leased Premises or for all or a substantially all of the assets of the Lessee.

(5) Lessee shall do or permit to be done anything which creates a lien upon the Leased Premises unless any such lien is discharged or otherwise satisfied by a bond or other appropriate mechanism, or properly contested in a court of law by Lessee within sixty (60) days of its imposition.

c. Revocation. The Lessee is charged at all times with full knowledge of all the conditions and requirements of this Lease, and the necessity for correction of defaults and non-compliance. Upon the occurrence of any of the aforesaid events of default, following applicable notice and cure periods and requirements, Lessor shall have the option to revoke this Lease, in which event Lessee shall immediately surrender the Leased Premises to Lessor, and if Lessee fails to do so, Lessor may, without prejudice to any other remedy which it may have for possession or arrearages in rent, enter upon and take possession of the Leased Premises and expel or remove Lessee and any other person who may be occupying said Leased Premises or any part thereof, without being liable for any claim of damages therefor; Lessee hereby agreeing to pay to Lessor on demand the amount of all loss and damage which Lessor may suffer by reason of such termination. Pursuit of any of the foregoing remedies shall not preclude pursuit of any other remedy herein provided, including closure of the Leased Premises or temporary suspension of activities under this Lease, or any other remedy provided by law or at equity, nor shall pursuit of any remedy herein provided constitute an election of remedies, thereby excluding the later election of an alternate remedy. Forbearance by Lessor to enforce one or more of the remedies herein provided upon an event of default shall not be deemed or construed to constitute a waiver of such default. Lessee agrees to pay to Lessor all costs and expenses incurred by Lessor in the enforcement of this Lease, including,

without limitation, the reasonable fees of Lessor's attorneys when such attorneys are employed by Lessor to effect collection of any sums due hereunder or to enforce any right or remedy of Lessor.

d. Sublessees. In accordance with the Condition on TRANSFERS, ASSIGNMENTS AND SUBLEASING, any sublease is to be subject to the conditions and terms of this Lease, nevertheless, should default and non-compliance described in subcondition b. above stem from the activities of a sublessee, the Lessee is responsible for ensuring compliance, either by corrective action itself or through the sublessee. If the Lessee is making diligent, good faith efforts to obtain corrective action and compliance by the sublessee, to the satisfaction of the Lessor, then the Lessor's exercise of rights under subcondition c. will only be for that part of the Leased Premises under the control of the sublessee.

e. Relinquishment. This Lease may be terminated or relinquished by the Lessee by giving thirty (30) days prior written notice to the District Engineer in the manner prescribed in the Condition on NOTICES.

5. CONSIDERATION

a. The consideration for this Lease is the operation and maintenance of the Leased Premises by the Lessee for the benefit of the United States and the general public in accordance with the conditions herein set forth.

b. All monies received by the Lessee from operations conducted on the Leased Premises, including, but not limited to, use fees and rental or other consideration received from its sublessees or licensees, shall be utilized by the Lessee for the protection, operation, maintenance, repair, improvement, and costs related to the Leased Premises and the installation, to include marketing and management activities of the Lessee, reasonable, necessary, and customary appraisal fees, tenant improvement costs (including capital improvements such as road construction and public buildings, storm and sanitary sewer construction, utility construction), building rehabilitation, historic property preservation, pollution prevention (including asbestos abatement); demolition and disposal of hazardous materials generated by building demolition; landscaping, grading and other site improvements, and planning for marketing, development and reuse (including real estate brokerage commissions, development advisor services, and property management and marketing expenses). The Lessee shall provide an annual statement of receipts and expenditures to the District Engineer. The Lessor shall have the right to perform audits or to require the Lessee to audit the records and accounts of the Lessee, sublessees or licensees, in accordance with auditing standards and procedures promulgated by the American Institute of Certified Public Accountants or by the state, and furnish the Lessor with the results of such an audit.

6. NOTICES

a. All correspondence, communications and notices to be given pursuant to this Lease shall be in writing and addressed, as set out below, or as may from time to time otherwise be directed by the parties. Both Lessor and Lessee have an obligation to ensure that the other party has their accurate address.

b. Notices shall be mailed by certified mail, postage prepaid, return receipt requested, addressed to the addresses below. The effective date of the notice shall be the earlier of the actual date of receipt or the date the addressee is notified of the attempted delivery of the certified mail, whether or not the addressee actually accepts delivery.

c. General correspondence and other communications do not have to be sent certified mail, return receipt requested.

7. SUPERVISION OF THE LEASED PREMISES

The use and occupation of the Premises incident to the exercise of the privileges and purposes hereby granted shall be subject to the supervision and approval of the Lessor and to such general rules and regulations as the Lessor may from time to time prescribe, all consistent with and in furtherance of the terms of this Lease.

8. APPLICABLE LAWS AND REGULATIONS

a. The Lessee shall comply with all applicable Federal, state, and local laws, ordinances, regulations and standards that are or may become applicable to their activities on the Leased Premises, including, but not limited to, those regarding the environment, construction, health, safety, food service, water supply, sanitation, use of pesticides, and licenses or permits to do business.

b. Additional compliance conditions are included in the condition on ENVIRONMENTAL PROTECTION.

9. CONDITION OF THE LEASED PREMISES

a. The Lessee acknowledges that it has inspected or has had the opportunity to inspect the Property and accepts the condition and state of repair of the subject Property. The Lessee understands and agrees that the Property and any part thereof is offered "AS IS" and "WHERE IS" without any representation, warranty, or guarantee by the Army as to quantity, quality, title, character, condition, size, or kind, or that the same is in condition or fit to be used for the purpose(s) intended by the Lessee, and no claim for allowance or deduction upon such grounds will be considered.

b. The Lessor and the Lessee have jointly conducted an inventory and condition survey of the Leased Premises, to include the environmental condition, prior to lease execution by either party. The inventory and condition survey is documented in a Condition Survey report prepared by the Lessor, signed by the duly authorized representatives of both parties, and attached as Exhibit C to this Lease. The Condition Survey will refer to and incorporate by reference the Environmental Condition of Property Report ("ECP") prepared by the Lessor, as well as any other environmental conditions that may not be specifically identified in the ECP. Preceding expiration, revocation or termination of this Lease, except in the case of conveyance of the Leased Premises as the Lessee, the Lessor and the Lessee will jointly conduct a close-out survey. The Lessor will prepare a close-out report. The Lessee shall fully fund the Lessor's preparation of an updated ECP that will document the environmental condition of the Leased Premises at that time as part of the close-out survey. The close-out survey and report will refer to and incorporate by reference, the updated ECP. All significant variances from the initial Condition Survey shall be clearly documented in the close-out report. This close-out report will constitute the basis for settlement by the parties for any leased property shown to be lost, damaged, contaminated, or destroyed during the lease term, in determining any environmental restoration requirements to be completed by the Lessee and restoration of the Leased Premises as required in the condition on RESTORATION.

c. No warranties either express or implied are given with regard to the condition of the Leased Premises, including, without limitation, whether the Leased Premises does or does not contain asbestos or

lead-based paint. The Lessee shall be deemed to have relied solely on its own judgment in assessing the overall condition of all or any portion of the Leased Premises, including, without limitation, any asbestos, lead-based paint, or other conditions on the Leased Premises. The failure of the Lessee to inspect, or to exercise due diligence to be fully informed as to the condition of all or any portion of the Leased Premises offered, will not constitute grounds for any claim or demand against the United States.

10. SUCCESSORS AND SUBLESSEES

a. Successors. This Lease and the covenants and conditions herein contained shall be binding upon Lessee, its successors and assignees; and shall inure to the benefit of Lessee and only such successors or assignees of the Lessee to whom the transfer or assignment by Lessee has been consented to by Lessor in writing. No transfers or assignments shall be valid unless the successor or assignee shall, by an instrument in a form sufficient for recording and acceptable to the Lessor, enter into an assumption agreement and assume all of the Lessee's obligations under this Lease. A duplicate original of that assumption agreement will be delivered to the Lessor, and the assignment shall not take effect until delivery is made.

b. Sublease. The Lessee may sublease the Leased Premises, so long as the Lessee remains primarily liable for performance of all the obligations of Lessee hereunder. The Lessee shall neither transfer nor assign this lease or any interest therein or any property on the leased premises, nor sublet the leased premises or any part thereof or any property thereon, nor grant any interest, privilege or license whatsoever in connection with this Lease without prior written notice to the Lessor, as set out in the condition on NOTICES. The Lessee shall provide the Lessor a copy of every executed sublease hereunder. No sublease shall be valid unless and until the Lessee shall have delivered to the Lessor a copy of the executed sublease. Every sublease shall contain the Environmental Protection provisions set out in this Lease and shall state that it is subject to the conditions and term of this Lease and that, in case of any conflict between the instruments, this Lease will control. The Lessee shall provide each approved sublessee or licensee with a copy of this Lease.

c. Notice to State. The Lessee further agrees that in the event of an assignment or sublease of the Leased Premises, it shall provide to the New Jersey Department of Environmental Protection (NJDEP) by certified mail a copy of the agreement or sublease of the Leased Premises within 14 days after the effective date of such transaction. The Lessee may delete the financial terms and any other proprietary information from the copy of any agreement or assignment or sublease furnished pursuant to this condition.

11. COST OF UTILITIES

a. The Lessee shall pay the cost of producing and/or supplying any utilities and other services furnished by the Lessor or through government-owned facilities for the use of the Lessee, including the Lessee's proportionate share of the cost of operation and maintenance of the government-owned facilities by which such utilities or services are produced or supplied. The Lessee has the option of obtaining utility services directly from local utility providers. If utilities are obtained through government facilities the Lessee shall install meters at its expense.

b. The United States shall be under no obligation to furnish utilities or services. The supplying of utilities or other services by the Lessor is not a commitment to provide utilities after Lessor activities at the installation cease. The Lessee should develop plans for assumption of the utilities by a local utility

provider or other qualified entity. The Lessee shall pay for utilities on a prorated basis until meters are installed.

12. PROTECTION OF PROPERTY

The Lessee shall keep the Leased Premises in good order and in a clean, safe condition by and at the expense of the Lessee. The Lessee shall be responsible for any damage that may be caused to property of the United States by the activities of the Lessee and/or its sublessees or licensees under this Lease, and shall exercise due diligence in the protection of all property located on the Leased Premises against fire or damage from any and all other causes. Any property of the United States damaged or destroyed incident to the exercise of the privileges herein granted shall be promptly repaired or replaced by the Lessee to a condition satisfactory to Lessor, or at the election of Lessor, reimbursement made therefor by the Lessee in an amount necessary to restore or replace the property, except personal property, to a condition satisfactory to the Lessor.

13. INSURANCE

a. At the commencement of this Lease, the Lessee shall, either directly or through a sublessee, obtain from a reputable insurance company, or companies, comprehensive liability insurance. The insurance shall provide an amount not less than that which is prudent, reasonable and consistent with sound business practices or an amount not less than a combined single limit of ONE AND ONE-HALF MILLION DOLLARS \$1,500,000 for any number of persons or claims arising from any one incident with respect to bodily injuries or death resulting therefrom, property damage, or both, suffered or alleged to have been suffered by any person or persons upon the Leased Premises or arising from activities conducted under this Lease.

b. The liability insurance policy shall insure the hazards of the Leased Premises and operations conducted in and on the Leased Premises, independent contractors, contractual liability, and shall name the United States as an insured party. Each policy will provide that any losses shall be payable notwithstanding any act or failure to act or negligence of the Lessee or the United States or any other person; provide that the insurer will have no right of subrogation against the United States; and be reasonably satisfactory to the Lessor in all respects. Under no circumstances will the Lessee be entitled to assign to any third party rights of action that it may have against the United States arising out of this Lease.

c. The Lessee shall require that the insurance company give Lessor thirty (30) days written notice of any cancellation or change in such insurance. Lessor may require closure of any or all of the Leased Premises during any period for which the Lessee does not have the required insurance coverage. The Lessee shall require its insurance company to furnish to Lessor a copy of the policy or policies, or if acceptable to the Lessor, certificates of insurance evidencing the purchase of such insurance. The minimum amount of liability insurance coverage is subject to revision by the Lessor every two (2) years or upon renewal or modification of this Lease.

d. As to those structures and improvements on the Leased Premises constructed by or owned by the United States, for such periods as the Lessee is in possession of the Leased Premises pursuant to the terms and conditions of this Lease, the Lessee shall procure and maintain at the Lessee's cost a standard fire and extended coverage insurance policy or policies on the Leased Premises to the full insurable value thereof. The Lessee shall procure such insurance from a reputable company or companies. The insurance policy shall provide that in the event of loss thereunder, the proceeds of the policy or policies, at the election of the United States, shall be payable to the Lessee to be used for the repair, restoration or

replacement of the property damaged or destroyed or of the Leased Premises, and any balance of the proceeds not required for such repair, restoration or replacement shall be paid to the United States. If the District Engineer does not elect by notice in writing to the insurer within sixty (60) days after the damage or destruction occurs to have the proceeds paid to the Lessee for the purposes herein above set forth, then such proceeds shall be paid to the United States, provided however that the insurer, after payment of any proceeds to the Lessee in accordance with the provision of the policy or policies, shall have no obligation or liability with respect to the use or disposition of the proceeds by the Lessee. Nothing herein contained shall be construed as an obligation upon the United States to repair, restore or replace the Leased Premises or any part thereof should it be diminished in value, damaged, or destroyed.

e. The Lessee may require any sublessees, assignees, transferees, or successors, as joint and several responsible parties with the Lessee for those portions of the Leased Premises under their control, to maintain and carry at their expense portions of the insurance requirement.

f. To the extent legally permissible, Lessee shall self-insure against the risk above the insurance liability coverage required in this Condition under a plan of self-insurance maintained in accordance with sound accounting practices and the state laws, which Lessee may from time to time have in force and effect. The Lessee's insurance status shall not eliminate the requirement for its sub-lessees to have insurance from a reputable insurance carrier as set out above or to also be self-insured, if applicable.

14. RIGHT TO ENTER

a. The right is reserved to the United States, its officers, agents, and employees to enter upon the Leased Premises at any time and for any purpose necessary or convenient in connection with government purposes; to make inspections, to make any other use of the lands as may be necessary in connection with government purposes, and the Lessee shall have no claim for damages on account thereof against the United States or any officer, agent, or employee thereof, except as may be authorized under the Federal Tort Claims Act or other applicable law. Lessor will attempt to give a minimum of 24 hours notice prior to entry, but is not obligated to do so during emergencies when there is a potential threat to health, safety, loss of life, or property damage.

b. Additional rights to enter are reserved in the condition on ENVIRONMENTAL PROTECTION, as well as in the condition on OTHER ENVIRONMENTAL RESTRICTIONS.

15. HOLD HARMLESS

a. To the extent authorized by New Jersey law, the Lessee, its successors and assigns, covenant and agree to indemnify and hold harmless the Lessor, its officers, agents, and employees from: (1) any and all claims, damages, judgments, losses, and costs, including fines and penalties, arising out of the violation of the Notices, Use Restrictions, and Restrictive Covenants in this Lease by the Lessee, its successors and assigns; and (2) any and all claims, damages, and judgments arising out of, or in any manner predicated upon, exposure to asbestos, lead-based paint, or other condition on any portion of the Leased Premises after the date of lease.

b. The Lessee, its successors and assigns, covenant and agree that the Lessor shall not be responsible for any costs associated with modification or termination of the Notices, Use Restrictions, and Restrictive Covenants in this Lease, including, without limitation, any costs associated with additional investigation or remediation of asbestos, lead-based paint, or other condition on any portion of the Leased Premises.

c. Nothing in this "Hold Harmless" provision will be construed to modify or negate the Lessor's obligation under CERCLA or any other statutory obligations.

16. RESTORATION

a. On or before the earlier of expiration, revocation, or termination date of this Lease, the Lessee and the Lessor shall prepare an inventory and condition report showing the improvements and related personal property located on the Premises. This report shall constitute the basis for settlement of RESTORATION obligations under this Condition.

b. The Lessee and the Lessor will negotiate which property will be removed by Lessee; which property will be surrendered to the United States, with title reverting to the United States without consideration; the restoration of the Leased Premises required; and the time allowed for compliance with such actions. The Lessee will then remove the agreed upon property; restore the Leased Premises; and vacate the Leased Premises.

c. If the Lessee shall fail or neglect to remove said agreed property, then, at the option of the Lessor, (a) title to said property shall revert to the United States without compensation therefore, or (b) the Lessor may cause the property to be removed as restoration of the Leased Premises, set out in d. below.

d. If the Lessee shall fail or neglect to restore the Leased Premises, as agreed, the Lessor may cause restoration work to be performed. The Lessee shall pay the United States on demand any sum which may be expended by the United States after the expiration, revocation, or termination of this Lease in restoring the Premises.

e. No claim for damages against the United States or its officers or agents shall be created by or made on account of such reversion, removal and restoration, except for such claims as may be authorized under the Federal Tort Claims Act or other applicable law.

17. NON-DISCRIMINATION

a. The Lessee shall not discriminate against any person or persons or exclude them from participation in the Lessee's operations, programs or activities conducted on the Leased Premises, because of race, color, religion, sex, age, handicap, or national origin.

b. The Lessee, by acceptance of this Lease, is receiving a type of Federal assistance and, therefore, hereby gives assurance that it will comply with the provisions of Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. § 2000d); the Age Discrimination Act of 1975 (42 U.S.C. § 6102); the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794); and all requirements imposed by or pursuant to the Directive of the Department of Defense (32 CFR Part 300) issued as Department of Defense Directives 5500.11 and 1020.1, and Army Regulation 600-7. This assurance shall be binding on the Lessee, its agents, successors, transferees, sub-lessees and assignees. The Lessee will comply with Department of Justice rules on non-discrimination.

18. SUBJECT TO EASEMENTS

This Lease is subject to all existing easements, or those subsequently granted as well as established access routes for roadways and utilities located, or to be located, on the Premises, provided that the proposed grant of any new easement or route will be coordinated with the Lessee, and easements will not be granted which will, in the opinion of the District Engineer, interfere with the use of the Premises by the Lessee.

19. SUBJECT TO MINERAL INTERESTS

This Lease is subject to all outstanding mineral interests. As to federally owned mineral interests, it is understood that they may be included in present or future mineral leases issued by the Bureau of Land Management (BLM) which has responsibility for mineral development on federal lands. The Lessor will provide lease stipulations to BLM for inclusion in said mineral leases that are designed to protect the Premises from activities that would interfere with the lessee's operations or would be contrary to local law.

20. PROHIBITED USES

a. The Lessee shall not permit gambling, except for state lottery tickets in accordance with applicable state and local laws and regulations, on the Leased Premises or install or operate, or permit to be installed or operated thereon, any device which is illegal; or use the Premises or permit them to be used for any illegal business or purpose. There shall not be conducted on or permitted upon the Premises any activity which would constitute a nuisance.

b. The Lessee shall not construct or place any structure, improvement or advertising sign or allow or permit such construction or placement without prior written approval of the District Engineer.

c. In accordance with state and local laws and regulations, the Lessee may sell, store, or dispense, or permit the sale, storage, or dispensing of beer, malt beverages, light wines or other intoxicating beverages on the Premises in those facilities where such service is customarily found. Bar facilities will only be permitted if offered in connection with other approved activities. Advertising of such beverages outside of buildings is not permitted. Carry out package sales of hard liquor is prohibited.

21. NATURAL RESOURCES

The Lessee shall cut no timber, conduct no mining operations, remove no sand, gravel, or kindred substances from the ground, commit no waste of any kind, nor in any manner substantially change the contour or condition of the Premises except as authorized in writing by the Lessor.

22. DISPUTES CLAUSE

a. Except as provided in the Contract Disputes Act of 1978 (41 U.S.C. 601-613) (the "CDA"), all disputes arising under or related to this Lease shall be resolved under this Condition 22 and the provisions of the CDA. However, if the Parties mutually agree, they can concurrently pursue alternative dispute resolution.

b. A monetary claim or other dispute by the Lessee shall be made in writing and submitted to the Lessor for a written decision in conformance with the CDA.

c. The Parties shall proceed diligently with performance of this Lease, pending final resolution of any request for relief, claim, appeal, or action arising under this Lease, and comply with any decision of the Lessor.

d. The Lessor's decision shall be final unless the Lessee or Lessor appeals or files a suit as provided in the Act.

23. ENVIRONMENTAL PROTECTION PROVISIONS

a. The Lessee will use all reasonable means available to protect the environment and natural resources, and where damage nonetheless occurs from activities of the Lessee, the Lessee shall be liable to restore the damaged resources. The Lessee shall not discharge waste or effluent from the Leased Premises in such a manner that the discharge will contaminate streams or other bodies of water or otherwise become a public nuisance. The Lessee must obtain approval in writing from said officer before any pesticides or herbicides are applied to the Leased Premises, unless a plan for such application has been approved by the Lessor and all such applications are done pursuant to that plan.

b. The Lessee shall be solely responsible for obtaining at its own cost and expense any regulatory or environmental permits required for their operation under the Lease, independent of any existing Fort Monmouth permits. The Lessee shall also be required to obtain its own EPA Identification Number if applicable.

c. The rights of the Lessor under this Lease specifically include the right of the Lessor to inspect, upon reasonable notice, the Leased Premises for compliance with environmental, safety, and occupational health laws and regulations, whether or not the Lessor is responsible for enforcing them. Such inspections are without prejudice to the right of duly constituted enforcement officials to make such inspections. The Lessor normally will give the Lessee twenty-four (24) hours prior notice of its intention to enter the Leased Premises unless it determines the entry is required for safety, environmental, operations, or security purposes. The Lessee shall have no claim on account of any entries against the United States or any officer, agent, employee, or contractor thereof, except as may be authorized under the Federal Tort Claims Act or other applicable law.

24. HAZARDOUS SUBSTANCES NOTICE

To the extent such information is available on the basis of a complete search of Lessor's files, notice regarding hazardous substances stored for one year or more, known to have been released, or disposed of on the Leased Premises is provided in Exhibit D. The Lessee should consult the Condition Survey and the ECP for more detailed information.

25. NOTICE OF THE PRESENCE OF LEAD-BASED PAINT (LBP) AND COVENANT AGAINST THE USE OF THE PROPERTY FOR RESIDENTIAL PURPOSE

a. The Lessee is hereby informed and does acknowledge that all buildings on the Leased Premises, which were constructed or rehabilitated prior to 1978, are presumed to contain lead-based paint. The following building on the Leased Premises is presumed to contain lead-based paint: Buildings 286.

b. The Lessee for itself, its successors and assigns hereby covenants and agrees that it shall not permit the occupancy or use of any buildings or structures on the Leased Premises as a residential dwelling, as defined in 24 Code of Federal Regulations part 35.86, without complying with all applicable laws and regulations pertaining to lead-based paint and/or lead-based paint hazards and Army Regulation 420-1. Prior to permitting the occupancy of any building or structure on the Leased Premises where its use subsequent to the conveyance herein is intended for residential habitation, the Lessee specifically agrees to perform, at its sole expense, the Lessor's abatement requirements under Title X of the Housing and Community Development Act of 1992 (Residential Lead-Based Paint Hazard Reduction Act of 1992) and Army Regulation 420-1. Lessee covenants and agrees that it shall manage the Leased Premises in compliance with all applicable laws and regulations pertaining to lead-based paint and/or lead-based paint hazards and Army Regulation 420-1.

c. The Lessee hereby acknowledges that it has had the opportunity to inspect the Leased Premises as to its lead-based paint content and condition and any hazardous or environmental conditions relating thereto. The Lessee shall be deemed to have relied solely on its own judgment in assessing the overall condition of the Leased Premises with regard to lead-based paint and lead-based paint hazards.

26. NOTICE OF THE PRESENCE OF ASBESTOS AND COVENANT

a. The Lessee is hereby informed and does acknowledge that friable and non-friable asbestos or asbestos-containing material (ACM) has been found on the Leased Premises. The Leased Premises may also contain improvements, such as buildings, facilities, equipment, and pipelines, above and below the ground, that contain friable and non-friable asbestos or ACM. The Occupational Safety and Health Administration (OSHA) and the U.S. Environmental Protection Agency (EPA) have determined that unprotected or unregulated exposure to airborne asbestos fibers increases the risk of asbestos-related diseases, including certain cancers that can result in disability or death.

b. The following building on the Leased Premises has been determined to contain friable asbestos: the basement of Building 286. The Lessee agrees that it, its employees, agents, assigns and anyone under the control of Lessee, including children, will not access the basement area of Building 286. The Army has agreed to lease said buildings to the Lessee, prior to remediation or abatement of asbestos hazards, in reliance upon the Lessee's express representation and covenant to not access and not allow others under its control to access the basement of Building 286.

c. The Lessee covenants and agrees that its use and occupancy of the Leased Premises will be in compliance with all applicable laws relating to asbestos, and with Army Regulation 420-1.

d. The Lessee acknowledges that it has inspected or has had the opportunity to inspect the Leased Premises as to its asbestos and ACM content and condition, and any hazardous or environmental conditions relating thereto. The Lessee shall be deemed to have relied solely on its own judgment in assessing the overall condition of all or any portion of the Leased Premises, including, without limitation, any asbestos or ACM hazards or concerns.

27. OTHER ENVIRONMENTAL RESTRICTIONS

a. ALTERATIONS, ADDITIONS AND IMPROVEMENTS TO THE LEASED PREMISES:

The Lessee shall not construct, make or permit any alterations, additions, or improvements or otherwise modify the Leased Premises in any way which may adversely affect Fort Monmouth's investigations, restoration, or human health or the environment without prior written consent of the Army. Such consent may include a requirement to provide the Army with a performance and payment bond to it in all respects and other requirements deemed necessary to protect the interests of the Army. Except as such written approval shall expressly provide otherwise, all such approved alterations/ additions/ modifications shall become government property when annexed to Leased Premises.

b. INTERERENANCE WITH ON-GOING RESTORATION. The Lessee shall not disrupt, inflict damage, obstruct, or impede on-going environmental restoration work on the Leased Premises or anywhere else on Fort Monmouth.

c. LESSOR ACCESS CLAUSE. The Army's rights under this Lease specifically include the right for Army officials to inspect, upon reasonable notice, the Leased Premises for compliance with environmental, safety, and occupational health laws and regulations, whether or not the Army is responsible for enforcing them. Such inspections are without prejudice to the right of duly constituted enforcement officials to make such inspections. The Army normally will give the Lessee twenty-four (24) hours prior notice of its intention to enter the Leased Premises unless it determines the entry is required for safety, environmental, operations, or security purposes. The Lessee shall have no claim against the United States or any officer, agent, employee, or contractor thereof on account of any entries, except as may be authorized under the Federal Tort Claims Act, or other applicable law.

d. RIGHT OF ACCESS

(1) The United States retains and reserves a perpetual and assignable right of access on, over, and through the Leased Premises, to enter upon the Leased Premises in any case in which an environmental response action or corrective action is found to be necessary on the part of the United States, without regard to whether such environmental response action or corrective action is on the Leased Premises or on adjoining or nearby lands. Such right of access includes, without limitation, the right to perform any environmental investigation, survey, monitoring, sampling, testing, drilling, boring, coring, test-pitting, installing monitoring or pumping wells or other treatment facilities, response action, corrective action, or any other action necessary for the United States to meet its responsibilities under applicable laws and as provided for in this instrument. Such right of access shall be binding on the Lessee and its successors and assigns and shall run with the land.

(2) In exercising such right of access, the United States shall provide the Lessee or its successors or assigns, as the case may be, with reasonable notice of its intent to enter upon the Leased Premises and exercise its rights under this clause, which notice may be severely curtailed or even eliminated in emergency situations. The United States shall use reasonable means, but without significant additional costs to the United States, to avoid and to minimize interference with the Lessee's and the Lessee's successors' and assigns' quiet enjoyment of the Leased Premises. At the completion of work, the work site shall be reasonably restored. Such right of access includes the right to obtain and use utility services, including water, gas, electricity, sewer, and communications services available on the Leased Premises at a reasonable charge to the United States. Excluding the reasonable charges for such utility services, no fee, charge, or compensation will be due the Lessee nor its successors and assigns, for the exercise of the right of access hereby retained and reserved by the United States.

(3) In exercising such right of access, neither the Lessee nor its successors and assigns, as the case may be, shall have any claim at law or equity against the United States or any officer, employee, agent, contractor of any tier, or servant of the United States based on actions taken by the United States or

its officers, employees, agents, contractors of any tier, or servants pursuant to and in accordance with this covenant. Provided, however, that nothing in this paragraph shall be considered as a waiver by the Lessee and its successors and assigns of any remedy available to them under the Federal Tort Claims Act. In addition, the Lessee, its successors and assigns, shall not interfere with any response action or corrective action conducted by the Lessor on the Leased Premises.

e. "AS IS"

(1) The Lessee acknowledges that it has inspected or has had the opportunity to inspect the Leased Premises and accepts the condition and state of repair of the Leased Premises. The Lessee understands and agrees that the Leased Premises and any part thereof is offered "AS IS" without any representation, warranty, or guarantee by the Army as to quantity, quality, title, character, condition, size, or kind, or that the same is in condition or fit to be used for the purpose(s) intended by the Lessee, and no claim for allowance or deduction upon such grounds will be considered.

(2) No warranties either express or implied are given with regard to the condition of the Leased Premises, including, without limitation, whether the Leased Premises does or does not contain asbestos or lead-based paint. The Lessee shall be deemed to have relied solely on its own judgment in assessing the overall condition of all or any portion of the Leased Premises, including, without limitation, any asbestos or lead-based paint, or other conditions on the Leased Premises. The failure of the Lessee to inspect, or to exercise due diligence to be fully informed as to the condition of all or any portion of the Leased Premises offered, will not constitute grounds for any claim or demand against the United States.

(3) Nothing in this "As Is" provision will be construed to modify or negate the Army's obligation under CERCLA or any other statutory obligations.

f. ENVIRONMENTAL REMEDIATION AGREEMENT. Fort Monmouth is subject to the following environmental remediation agreement: Voluntary Cleanup Agreement among New Jersey Department of Environmental Protection, U.S. Department of the Army, U.S. Department of the Navy, U.S. Department of the Air Force, and U.S. Defense Logistics Agency, dated August 30, 2000.

g. LESSEE COMPLIANCE DURING RESPONSE OR CORRECTIVE ACTION. The Lessee will agree to comply with the provisions of the appropriate health or safety plan in effect during the course of any of the above-described actions. Any inspection, survey, investigation, or other corrective or response action will, to the extent practicable, be coordinated with representatives designated by the Lessee or any sub-lessees.

h. ENVIRONMENTAL COMPLIANCE PLANS.

(1) The Lessee shall, either directly or through a sublessee, submit to the Army, within thirty (30) days of the execution of the Lease, and maintain thereafter, an Environmental Compliance Plan which describes, in detail, the program for environmental management and method of compliance, by the user of any portion of the Leased Premises, whether Lessee, with all Army, Federal, State, and local laws and regulations for the use, management, generation, storage, treatment, and disposal of all hazardous waste, hazardous materials, and hazardous substances. Each Environmental Compliance Plan for a portion of the Leased Premises, or request for waiver of the requirement for a plan due to the non-hazardous nature of the proposed use, must be submitted and approved in writing by the Army prior to occupancy of the intended portion of the Leased Premises. Thereafter, each such Environmental Compliance Plan shall be incorporated in the Lease, and shall be included as an exhibit in the relevant

sublease(s). The Lessee will be responsible for the overall compliance of its operations. The Lessee will be responsible for ensuring the preparation of all documents, records, and reports associated with the environmental compliance of its operation. No liability or responsibility shall attach to Fort Monmouth or the Army as a result of the Army's review and approval of the Environmental Compliance Plan under this paragraph.

(2) The Lessee further agrees that in the event of any assignment or sublease of the Leased Premises, it shall provide to the NJDEP a copy of the agreement or sublease of the Leased Premises, by certified mail, within 14 days after the effective date of such transaction. The Lessee shall delete the financial terms and any other proprietary information from the copy of any agreement of assignment or sublease furnished pursuant to this condition.

i. LESSEE RESPONSE PLAN. The Lessee shall, either directly or through a sublessee, prepare and submit to the Army within thirty (30) days of the execution of this Lease, and maintain thereafter an Army-approved plan for responding to hazardous waste, fuel and other chemical spills prior to commencement of operations on the Leased Premises. Such plan shall be independent of Fort Monmouth's Spill Contingency Plan and, shall not rely on use of Fort Monmouth installation personnel or equipment. Should the Army provide any personnel or equipment, whether for initial fire response and/or spill containment, or otherwise on request of the Lessee, or because the Lessee was not, in the opinion of the said officer, conducting timely cleanup actions, the Lessee agrees to reimburse the Army for its response costs.

j. LAND USE RESTRICTIONS. The United States Department of the Army has undertaken careful environmental study of the Leased Premises and concluded that the land use restrictions set forth below are required to ensure protection of human health and the environment. The Lessee shall not undertake nor allow any activity on or use of the Leased Premises that would violate the land use restrictions contained herein.

(1) Excavation and Development Restriction. The Lessee shall not conduct or permit others to conduct any excavation activities (i.e. digging, drilling, or any other excavation or disturbance of the land surface or subsurface) at the Leased Premises without prior written approval of the Army.

(2) Modifying Restrictions. Nothing contained herein shall preclude the Lessee from undertaking, in accordance with applicable laws and regulations and without any cost to the Army, such additional action necessary to allow for other less restrictive use of the Leased Premises. Prior to such use of the Leased Premises, Lessee shall consult with and obtain the approval of the Army, and, as appropriate, the State or Federal regulators, or the local authorities in accordance with this Environmental Protection Provisions. Upon the Lessee's obtaining the approval of the Army and, as appropriate, State or Federal regulators, or local authorities, the Army agrees to revise the lease.

(3) Submissions. The Lessee shall submit any requests for modifications to the above restrictions to the Army and NJDEP by first class mail, postage prepaid, addressed as follows:

Lessor: James Briggs
Program manager, ACSIM DIAM-ODB
NC3/Taylor Building/Room 5138F
2530 Crystal Drive
Arlington, VA 22201

NJDEP: State of New Jersey,
Department of Environmental Protection,
Bureau of Case Management,
401 East State Street,
P.O. Box 420 (Mail Code 401-05F),
Trenton, NJ 08625-0028.

k. HAZARDOUS WASTE MANAGEMENT

The Lessee will not store or dispose of hazardous materials on the Leased Premises unless authorized under 10 U.S.C. § 2692. The Lessee shall strictly comply with hazardous waste management requirements under RCRA and New Jersey hazardous waste management rules, including proper hazardous waste characterization, labeling, storage, disposal, and documentation requirements. Except as specifically authorized by the Army in writing, the Lessee must provide, at its own expense, such hazardous waste management facilities, as needed to maintain compliance with all laws and regulations. Army hazardous waste management facilities will not be available to the Lessee. Any violation of the requirements in this condition shall be deemed a material breach of this Lease.

l. EXISTING HAZARDOUS WASTE

The Lessee will not use Fort Monmouth hazardous waste accumulation points. Neither will the Lessee permit its hazardous wastes to be commingled with Fort Monmouth's hazardous waste.

m. LESSEE COMPLIANCE

The Lessee shall comply with all lawful statutes, regulations, permits, or orders affecting the activity hereby authorized when such are issued by the Environmental Protection Agency; the NJDEP; or any other Federal, State, interstate, or local government agency having jurisdiction to abate or prevent pollution. The disposal of any toxic or hazardous materials within the Leased Premises by the Lessee or any sub-lessee is prohibited.

n. FEDERAL FACILITIES AGREEMENT AND HAZARDOUS WASTE FACILITY PERMIT

There are no Federal Facility Agreements or Hazardous Waste Facility Permits concerning the Leased Premises.

o. LESSEE COMPLIANCE DURING RESPONSE OR CORRECTIVE ACTION

The Lessee will agree to comply with the provisions of the appropriate health or safety plan in effect during the course of any of the above-described actions. Any inspection, survey, investigation, or other corrective or response action will, to the extent practicable, be coordinated with representatives designated by the Lessee or any sub-lessees.

p. PESTICIDE NOTIFICATION

The Lessee, its successors, and assigns, is hereby notified and acknowledges that registered pesticides have been applied to the Leased Premises and may continue to be present thereon. The Lessor, represents that where pesticides were applied by Lessor or at Lessor's direction, it was applied in

accordance with the pesticide's intended purpose and consistent with the Federal Insecticide, Fungicide, and Rodenticide Act (FIFRA -- 7 U.S.C. Sec. 136, et seq.) and other applicable laws and regulations.

28. SITE SPECIFIC RESTRICTIONS

Any pesticides, herbicides, fungicides, and insecticides must be applied by a legally certified applicator and must be applied in accordance with the product label and all federal, state, and local laws. Quantities used must not exceed the limits set forth by the Department of Defense to be used on military installations.

29. HISTORIC PRESERVATION

a. The Lessee shall not remove or disturb, or cause or permit to be removed or disturbed, any historical, archeological, architectural or other cultural artifacts, relics, remains or objects of antiquity. In the event such items are discovered on the Leased Premises, the Lessee shall immediately notify said officer and protect the site and the material from further disturbance until said officer gives clearance to proceed.

b. Programmatic Agreement State Historic Preservation Officer. The Lessee shall comply with the requirements of the Programmatic Agreement among the United States Army and the State Historic Preservation Officer for the Closure and Disposal of Fort Monmouth, New Jersey.

30. SOIL AND WATER CONSERVATION

The Lessee shall maintain, in a manner satisfactory to said officer, all soil and water conservation structures that may be in existence upon said Premises at the beginning of or that may be constructed by the Lessee during the term of this Lease, and the Lessee shall take appropriate measures to prevent or control soil erosion within the Premises. Any soil erosion occurring outside the Premises resulting from the activities of the Lessee shall be corrected by the Lessee as directed by the said officer.

31. TAXES

Any and all taxes imposed by the state or its political subdivisions upon the property or interest of the Lessee in the Premises shall be paid promptly by the Lessee. If and to the extent that the property owned by the United States and hereby leased to the Lessee is later made taxable by State or local governments under an Act of Congress, the Lease shall be renegotiated.

32. COVENANT AGAINST CONTINGENT FEES

The Lessee warrants that no person or selling agency has been employed or retained to solicit or secure this Lease upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or established commercial or selling agencies maintained by the Lessee for the purpose of securing business. For breach or violation of this warranty, the United States shall have the right to annul this Lease without liability or, in its discretion, to require the Lessee to pay, in addition to the Lease rental or consideration, the full amount of such commission, percentage, brokerage, or contingent fee.

33. OFFICIALS NOT TO BENEFIT

No member of or delegate to congress or resident commissioner shall be admitted to any share or part of this Lease or to any benefits to arise therefrom. However, nothing herein contained shall be construed to extend to any incorporated company if this Lease is for the general benefit of such corporation or company.

34. SEVERAL LESSEES

If more than one Lessee is named in this Lease the obligations of said Lessees herein contained shall be joint and several obligations.

35. TITLE TO IMPROVEMENTS

The renovation and construction of improvements by the Lessee are private undertakings, and during the term of this Lease title to all improvements vest and remain in Lessee. The improvements shall remain real property for the duration of this Lease. All structures and equipment furnished by the Lessee shall be and remain the property of the Lessee.

36. MODIFICATIONS

This Lease contains the entire agreement between the parties hereto, and no modification of this agreement, or waiver, or consent hereunder shall be valid unless the same be in writing, signed by the parties to be bound or by a duly authorized representative and this provision shall apply to this condition as well as all other conditions of this Lease.

37. NO COMMITMENTS FOR FUTURE USE

This Lease does not commit the United States to any renewals of the use authorized herein beyond the extension of the term provided for in the Condition on Term, or to any future reuse or disposal and does not create any right or expectation for the Lessee or its sublessees or tenants to acquire the Leased Premises.

38. DISCLAIMER

This Lease is effective only insofar as the rights of the United States in the Leased Premises are concerned; and the Lessee shall obtain any permit or license which may be required by Federal, state, or local statute in connection with the use of the Premises. It is understood that the granting of this Lease does not preclude the necessity of obtaining a Department of the Army permit for activities which involve the discharge of dredge or fill material or the placement of fixed structures in the waters of the United States, pursuant to the provisions of Section 10 of the Rivers and Harbors Act of 3 March 1899 (33 USC 403), Section 404 of the Clean Waters Act (33 USC 1344) or Section 408 (33 U.S.C. § 408) or any other permit or license which may be required by Federal, state, interstate or local laws in connection with the use of the Premises.

39. FAILURE OF LESSOR TO INSIST UPON COMPLIANCE

a. The failure of the Lessor to insist, in any one or more instances, upon performance of any of the terms, covenants or conditions of this Lease shall not be construed as a waiver of relinquishment of the

Lessor's right to the current or future performance of any such terms, covenants or conditions and the Lessee's obligations in respect to such performance shall continue in full force and effect.

b. No remedy herein or otherwise conferred upon or reserved to Lessor shall be considered to exclude or suspend any other remedy but the same shall be cumulative and shall be in addition to every other remedy given hereunder, or now or hereafter existing at or in equity, regulation or by statute, and every power and remedy given by this Lease to Lessor may be exercised from time to time and so often as occasion may arise or as may be deemed expedient.

c. In addition to the rights and obligations arising under this Lease, the Parties retain their rights and obligations under law.

d. This Lease shall be construed and enforced in accordance with Federal law, as now adopted or as may be hereafter amended. This Lease shall be enforceable in any Federal court of competent jurisdiction in the State of New Jersey.

40. IDENTIFICATION OF GOVERNMENT AGENCIES, STATUTES, PROGRAMS AND FORMS

Any reference in this Lease, by name or number, to a government department, agency, statute, regulation, program, or form shall include any successor, amendment, or similar department, agency, statute, regulation, program or form.

41. NO INDIVIDUAL LIABILITY OF GOVERNMENT OFFICIALS

No covenant or agreement contained in this Lease shall be deemed to be the covenant or agreement of any individual officer, agent, employee or representative of the Government, in his or her individual capacity and none of such persons shall be subject to any personal liability or accountability by reason of the execution of this Lease, whether by virtue of any constitution, statute or rule of law or by the enforcement of any assessment or penalty, or otherwise.

42. MODIFICATIONS AND CONSENTS

a. No waiver or consent with respect to this Lease shall be valid unless in writing and signed by the Parties to be bound, or by an authorized representative but only to the extent required in accordance with this Lease.

b. The provisions of this Lease may only be superseded, modified, or repealed pursuant to a written amendment or supplemental agreement to this Lease.

c. In the event of a conflict between the specific provisions of this Lease and any other agreement, the specific provisions of this Lease shall control.

d. In the event of a conflict between the specific provisions of this Lease and any of the Lessor's rules and regulations, the specific provisions of this Lease shall control.

43. MERGER

This Lease and any agreement shall not merge. In the event, the terms and conditions of this Lease conflict with the terms and conditions of the agreement the terms and conditions of the Lease shall prevail.

44. AVAILABILITY OF FUNDS

a. The Lessor's obligation to pay or reimburse any money under this Lease is subject to the availability of appropriated funds, and nothing in this Lease shall be interpreted to require obligations or payments by the United States in violation of the Anti-Deficiency Act; provided that the Lessor shall otherwise comply with applicable statutory requirements and its obligations under the terms of this Lease.

b. Any and all claims made or to be made against FMERA under this Lease, or related documents or actions based on tort law for damages shall be governed by and subject to provisions of the New Jersey Tort Claims Act, N.J.S.A. 59:1-1 et seq. and any and all claims made or to be made against FMERA based in contract law shall be governed by and subject to the provisions of the New Jersey Contractual Liability Act, N.J.S.A. 59:13-1 et seq., except for claims made under and pursuant to this Lease and other related documents subject to the Contract Disputes Act, 41 U.S.C. §§ 7101-7112 et seq.

45 SPECIAL CONDITIONS

a. The Lessee and its sublessees may make improvements to the Leased Premises, which improvements may include, without limitation, the improvements to existing buildings, and the construction of new buildings and facilities, provided that:

(1) the Lessee, receives prior written approval by the Lessor of plans submitted to the Lessor for review,

(2) said improvements are undertaken or constructed in a good and workmanlike manner and in accordance with all requirements of applicable federal, state and local ordinances and with the rules, regulations and requirements of all departments, boards, bureaus, officials and authorities having jurisdiction thereover,

(3) said improvements will not preclude the use of the Leased Premises for purposes anticipated by disposal-related documentation prepared to satisfy the requirements of the National Environmental Policy Act of 1969, which documentation may include, without limitation, a Record of Environmental Consideration or an Environmental Assessment, or by the Reuse Plan, and

(4) All necessary permits for such improvements shall be obtained by the Lessee.

b. If required by applicable law, the Lessor agrees to cooperate with the Lessee and to execute any documents or permits reasonably required for the undertaking by the Lessee of any such improvements, provided that the Lessee shall discharge any expense or liability of the Lessor in connection therewith.

c. The Lessee shall provide to the Lessor, at the Lessee's expense, upon receipt thereof by the Lessee, copies of all permits, certificates of occupancy, and other approvals, including copies of all plans submitted in connection therewith, obtained from governmental authorities in connection with the construction, use and occupancy of such building or improvement.

d. After September 15, 2011 there will not be any Fort Monmouth Fire or Security services available to respond to activities occurring on the Leased Premises.

e. The Lessee shall determine and procure necessary herbicides, insecticides, and rodenticides needed. None of the above shall be mixed or stored on the Leased Premises.

f. After September 15, 2011, the Lessor will no longer guarantee the cleanliness of running potable water. It is the recommendation of the Lessor that every individual obtain clean bottled water for drinking and that every individual who consumes the running water from the installation is doing so at their own risk.

IN WITNESS WHEREOF, I have hereunto set my hand by authority of the Secretary of the Army, this _____ day of _____, 2013.

THE UNITED STATES OF AMERICA
Department of the Army,
Corps of Engineers, New York District

NOREEN D. DRESSER
DISTRICT CHIEF OF REAL ESTATE
REAL ESTATE CONTRACTING OFFICER

THIS LEASE is also executed by the Lessee this _____ day of _____, 2013.

FORT MONMOUTH ECONOMIC
REVITALIZATION AUTHORITY

EXHIBIT A DRAWING OF LEASED PREMISES

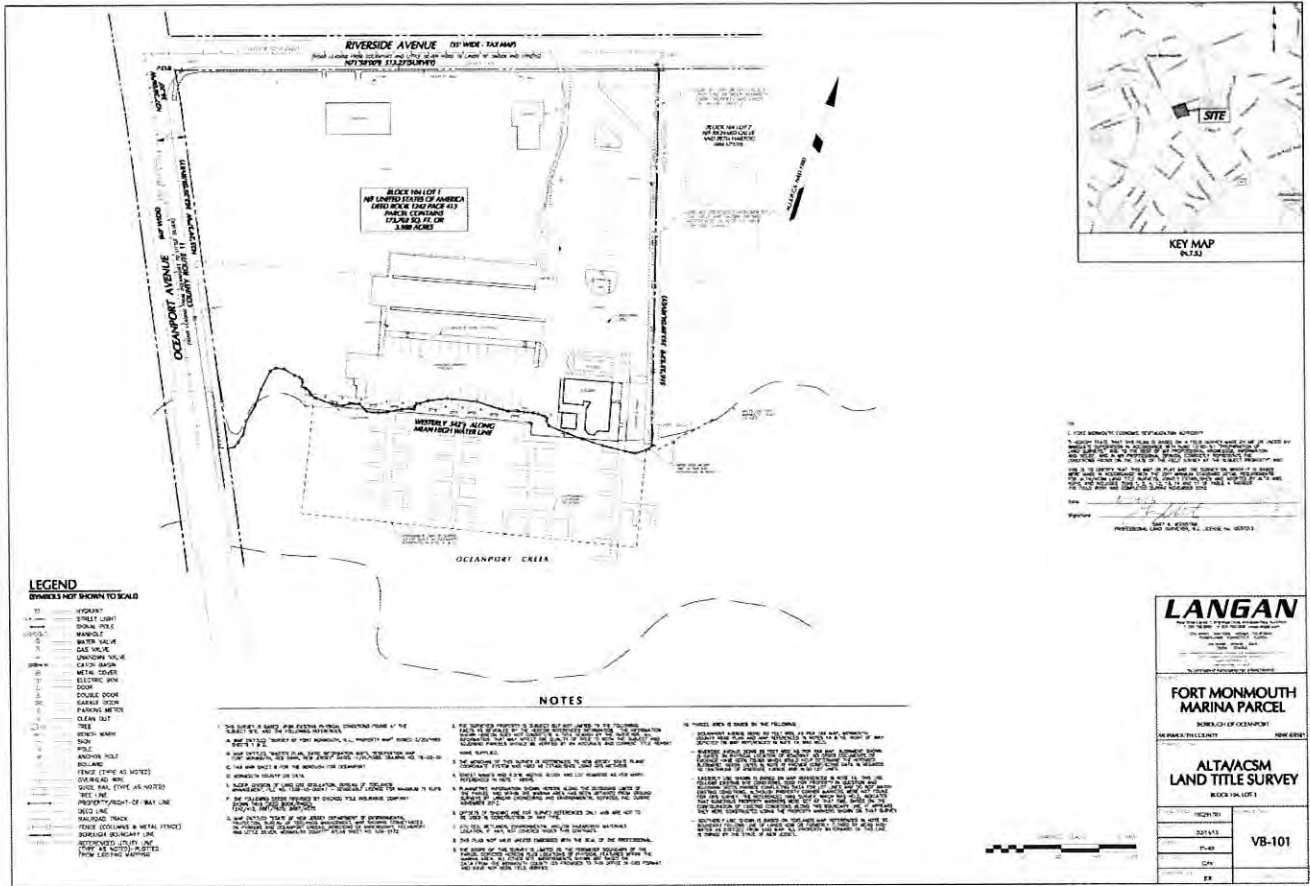


EXHIBIT C
DESCRIPTION OF PROPERTY

Building Number and Property Description	EBS Parcel Designation	Condition Category	Remedial Actions
201 – Storage Shed	None	ECP 2	None
499 - Office Space	None	ECP 2	None
498 – Brick Storage Bldg.	None	ECP 4	Removal of pesticide contaminated soils.
450 – The Marina Bldg.	None	ECP 2	None

Category 2: Areas where only release or disposal of petroleum products has occurred.

Category 4: Areas where release, disposal, and/or migration of hazardous substances has occurred, and all removal or remedial actions to protect human health and the environment have been taken.

EXHIBIT D
HAZARDOUS SUBSTANCES

NOTIFICATION OF PETROLEUM PRODUCT STORAGE, RELEASE, OR DISPOSAL

Building Number	Name of Petroleum Product(s)	Date of Storage, Release, or Disposal	Remedial Actions
UST 202-a (same as 202-21)	No. 2 Fuel Oil	UST removed 10/1/01	Oil removed from UST on 11/01/94; UST removed on 10/1/01. No contamination observed; all Total Recoverable Petroleum Hydrocarbons (TRPH) results are non-detect (ND). Residential UST with no DICAR and no contamination identified.
UST-202b (same as 202-22)	No. 2 fuel Oil	UST removed 10/1/01	UST removed on 10/1/01. No contamination observed; all TRPH results are ND. Residential UST with no DICAR and no contamination; no closure report required.
UST-202-c	No. 2 Fuel Oil	UST removed 5/23/05	Original USTs uncovered during house demolition. UST removed on 5/23/05 and soil sampled. No contamination identified.
UST-202-d	No. 2 Fuel Oil	UST removed 8/17/1994	Residential USTs uncovered during house demolition. UST and approximately 30 tons soil removed. Post-excavation soil samples below criteria.

ATTACHMENT #6

SURVEY – PESTICIDE SPILL DELINEATION

