

**REQUEST FOR OFFERS TO PURCHASE**

**FOR**

**THE SALE OF REAL PROPERTY**

**Building 286 - Russel Hall and Accompanying 6.5 Acres**

Issued by the  
**FORT MONMOUTH ECONOMIC REVITALIZATION AUTHORITY**

Date Issued: September 6, 2013

**Responses due by 12:00 P.M. EST on November 7, 2013**

# **REQUEST FOR OFFERS TO PURCHASE FOR THE SALE OF REAL PROPERTY**

## **Summary**

The Fort Monmouth Economic Revitalization Authority (“FMERA” or the “Authority”), pursuant to P.L. 2010, c.10 (N.J.S.A. 52:27I-18 et seq.), is responsible for the efficient redevelopment and reuse of Fort Monmouth. In furtherance of its mission, FMERA is hereby seeking offers to purchase from individuals or entities to acquire property that will be sold by the Authority. This request for offers to purchase (RFOTP) is being issued under rules for the sale of real & personal property adopted by FMERA (N.J.A.C 19:31C-2). Potential Purchaser as defined below shall be subject to the terms and provisions of the aforementioned rules.

## **1.0 PURPOSE AND INTENT**

The Authority is requesting offers to purchase (the “offer”) from qualified individuals, or entities (the “Potential Purchaser”) interested in purchasing a 6.5 acre parcel of land and Building 286 (the “Property”) located in the Main Post of Fort Monmouth. Building 286 is also known as Russel Hall. Upon FMERA’s acquisition of the Property from the Army and subsequent conveyance by FMERA to a third party, the Property will fall within the boundary of Oceanport, NJ.

The Fort Monmouth Reuse and Redevelopment Plan dated October 15, 2008 (“Reuse Plan”) shows the Federal Emergency Management Agency (FEMA) as the only permitted user of Building 286 because FEMA originally planned on acquiring Building 286 and the surrounding land as a Federal to Federal Transfer from the Army. This request was subsequently withdrawn. As a result, FMERA seeks to sell the Property and will undertake to amend the Reuse Plan and FMERA’s Land Use Regulations to allow the Property to be redeveloped for Office/Research use (but excluding warehouse use) instead of the currently permitted Institutional/Civic (governmental) use. Please be advised that FMERA seeks to sell the Property to a Prospective Purchaser who will redevelop the Property into office use, medical use or research use (but not warehouse use).

The Parcel and the building are within the Fort Monmouth National Register Historic District. This district has been so designated by the Army and the New Jersey State Historic Preservation Office, in consultation with the Fort Monmouth Economic Revitalization Planning Authority (FMERPA) and the Boroughs of Eatontown, Oceanport, and Tinton Falls as documented in the Programmatic Agreement Among the United States Army and the New Jersey State Historic Preservation Officer Dated October 2009 (**ATTACHMENT #4**). The district and the contributing structures are covered by covenants which will be included in the instruments of transfer and will be binding on the transferee and all future transferees. These historic preservation Deed covenants are set forth in Attachment D of **ATTACHMENT #4**. The District and the buildings are being nominated for listing on the National Register of Historic Places

(NRHP). The Army is currently preparing these nominations. Building 286 is potentially eligible for Historic tax credits.

The purchase agreement between the Authority and the selected Potential Purchaser is subject to FMERA entering into a Phase 2 Economic Development Conveyance Agreement (“EDC Agreement”) with the Army. The Property will be sold as-is where-is. The Authority will convey title to the selected Potential Purchaser by way of a quit claim deed.

## **1.1 THE PROPERTY**

The Property consists of 6.5 acres of land. There is currently 1 building on the Property: Building 286 also known as Russel Hall. Building 286 was constructed in 1936 and is 42,300 square feet (sf).

Title to the Property is currently held by the U.S. Army. FMERA will be the contract purchaser through a yet to be finalized EDC Agreement with the Army. FMERA will take title to the Property upon execution of the EDC Agreement and receipt of environmental clearances. The environmental clearances will take the form of the Army’s Finding of Suitability to Transfer and No Further Action letters from the New Jersey Department of Environmental Protection where Areas of Concern, if any, were identified. Pursuant to The Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA), the Army will retain responsibility for any environmental contamination (other than non-friable asbestos, lead-based paint and commercially-applied pesticides and termiticides) that may be present on the Property as of the date of closing with FMERA. The selected Potential Purchaser will be afforded the opportunity to perform due diligence investigations prior to closing at its sole cost and expense. FMERA anticipates taking title to the Property no later than June 30, 2014.

Through a lease from the Army and a Memorandum of Understanding with FMERA, the New Jersey Economic Development Authority (“NJEDA”) currently occupies the third floor of Russel Hall. The sale of the Property by FMERA to the selected Prospective Purchaser will be subject to the Prospective Purchaser honoring the terms of the Memorandum of Understanding with NJEDA and NJEDA’s continued right to use and occupy the third floor of Russel Hall until July 15, 2014.

The Army will convey title by quitclaim deed; accordingly, FMERA will transfer title to the selected Potential Purchaser by quitclaim deed. Title will be fee simple free and clear of all liens and insurable at regular rates.

## **1.2 DEVELOPMENT OF THE PROPERTY**

FMERA seeks to sell the Property to a Potential Purchaser who will redevelop the Property for office, medical office or research use (but not warehouse use). FMERA will undertake to amend the Reuse Plan and FMERA’s Land Use Regulations as they relate to the Property to change the permitted use from Institutional/Civic to Office/Research. FMERA will seek input from the selected Potential Purchaser as FMERA undertakes to amend the Reuse Plan and FMERA’s Land Use Regulations. Redevelopment of the Property will be subject to the amended Reuse

Plan and amended Land Use Regulations once these amendments are completed by FMERA. Please keep in mind that FMERA seeks redevelopment proposals that are not for warehouse use.

Redevelopment of the Property is also subject to historic preservation restrictions. FMERA's Land Use Regulations have provisions that specifically address historic preservation property. Please see N.J.A.C 19:31C-3.4(b), 19:31C-3.5, 19:31C-3.18(c) and 19:31C-3.20(d). It is anticipated that the exteriors of the existing building will need to be preserved. Any new buildings will need to have an architectural style similar to existing buildings.

### 1.3 Utilities

When the Army vacated Fort Monmouth in September 2011, the Property was operational with natural gas, electric, water and sewer service being provided to it; however, the Army used centralized utility systems for the Property and other parts of Fort Monmouth. Redevelopment of the Property will require de-centralization of the Army's centralized infrastructure for providing natural gas, electricity, water and sewers service to the Property so that utility services are provided directly to the Property separately from other parts of Fort Monmouth. The existing utility systems may or may not be considered acceptable to the local utility companies. The selected Potential Purchaser, at no cost or expense to FMERA, will be responsible to arrange alternate, de-centralized infrastructure to provide utility service to the Property as well as making any needed improvements or upgrades to utility infrastructure within the footprint of the Property. Prior to transfer, FMERA will work to obtain from the Army the necessary or required easements and they will be transferred to the selected Potential Purchaser. Each type of utility services is discussed below.

#### A. Natural Gas

New Jersey Natural Gas Company provides natural gas service to Building 286 which is separately metered. The selected Potential Purchaser will need to change the billing for natural gas service from the Army to the buyer. The selected Potential Purchaser will also be responsible, at no cost or expense to FMERA, for making any improvements or upgrades to gas pipes that may be needed.

#### B. Electricity

Developers are advised that the existing electric service to the Property will be disconnected and the selected Potential Purchaser, at no cost or expense to FMERA, will need to make arrangements with a local electricity provider to have electric service delivered to the Property.

#### C. Water

Water service to the Property is provided by New Jersey American Water Company (NJ Water). The selected Potential Purchaser, at its sole cost and expense, will need to install separate water meter(s) for the Property and change the billing for water service from the Army to the buyer.

The pipe system for water service to the building located on the Property has been maintained in part by NJ Water and in part by the Army. NJ Water maintains the pipe system to the boundaries



of Fort Monmouth and the Army maintains the pipe system that lies with Fort Monmouth boundaries. Within three (3) years after executing a purchase and sale agreement with FMERA, the selected Potential Purchaser will, at no cost or expense to FMERA, need to install a replacement water pipe system that connects the Property and its buildings to a nearby pipe system that is maintained by NJ Water.

#### D. Sewer Service

Sewer service to the Property is provided by Two Rivers Water Reclamation Authority (TRWRA). The selected Potential Purchaser will need to establish an account with the TRWRA which will probably be billed based on water usage.

The pipe and pumping system for sewer service to the building located on the Property has been maintained in part by Two Rivers and in part by the Army. Two Rivers maintains the pipe and pumping system to the boundaries of Fort Monmouth and the Army maintains the pipe and pumping system that lies within Fort Monmouth boundaries. Within three (3) years after executing a purchase and sale agreement with FMERA, the selected Potential Purchaser, at no cost or expense to FMERA, will be required to install a replacement sewer pipe that connects the Property and its buildings to a nearby public sewer system. At the title closing, the selected Potential Purchaser will be required to give assurances to FMERA that: (i) the selected Potential Purchaser will complete the replacement sewer pipe and pumping system in a timely manner; and (ii) the selected Potential Purchaser has the financial capability to complete the replacement sewer pipe and pumping system. For three (3) years from the execution of a purchase and sale agreement with the selected Potential Purchaser, FMERA, either through the Army or directly by FMERA, will be responsible for maintaining the sewer pipes and pumps that are located between the boundary of Fort Monmouth and the Property.

#### E. Access/Egress

FMERA will work to obtain from the Army any reasonably necessary easements for access and egress from the Property to currently existing public roads. It is anticipated that road(s) built by the selected Potential Purchaser from the Property to currently existing public roads will eventually become municipally owned public rights of way.

Potential Purchasers are advised that utility maps and a Sanitary Sewer System study are available for viewing at the Authority Offices by appointment. Please contact [rmcgrade@njeda.com](mailto:rmcgrade@njeda.com) for an appointment to view these documents.

### **1.4 PREVAILING WAGE REQUIREMENT**

Potential Purchaser shall comply with the Prevailing Wage requirements set forth in N.J.S.A. 52:27I-31 (P.L. 2010, c. 51).

### **2.0 PUBLIC INSPECTION OF DOCUMENTS**

Due diligence material and documents held by FMERA pertaining to the Property and/or building(s) will be made available for the review and inspection by potential Potential

Purchaser(s) during normal business hours at the FMERA office located at Fort Monmouth, New Jersey. Interested Potential Purchasers may make copies of the paper documents. Copies of any documents requested that are larger than legal size shall be made at the expense of the Potential Purchaser. A copy of digital files will also be available upon request without charge. Limited materials and documents will be available for review and inspection during the tour referred to in Section 3.0 below.

Materials made available by FMERA for public inspection are offered “as is” and “where is” and they may include pertinent information regarding the environmental conditions, utility access, and other information related to these facilities. However, FMERA shall not be held responsible or liable for the accuracy or inaccuracy of such information or materials reviewed or obtained. All Potential Purchaser(s) shall be wholly responsible for their own due diligence efforts. Any information obtained by the Potential Purchaser(s) shall become the property of the Authority immediately upon the Potential Purchaser’s submission of its offer and the release of such information by the Potential Purchaser to a third party shall only be made with the written approval of the Authority.

### **3.0 TOURS**

All tours of the property and facilities are must be completed by October 25, 2013. Please schedule a walk-through tour by contacting Regina McGrade at [rmcgrade@njeda.com](mailto:rmcgrade@njeda.com) or 732-720-6350. It is advised to schedule these walk-through tours well in advance of the cut-off date.

### **4.0 OFFER SUBMISSION**

**Five (5) copies** of the Offer (one (1) unbound, original; three (3) bound copies and one (1) copy in PDF format on a CD) must be submitted marked “REQUEST FOR OFFERS TO PURCHASE FOR THE SALE OF REAL AND PERSONAL PROPERTY” in a sealed package and addressed to:

Bruce Steadman  
Executive Director  
Fort Monmouth Economic Revitalization Authority

**Proposals must be received by November 7, 2013 at 12:00 P.M., Eastern Standard Time (EST).**

**Proposals delivered by overnight service (e.g. Federal Express) should be sent to 100 Oceanport Avenue, Oceanport, New Jersey 07757**

**Hand delivered proposals must be received at the FMERA Staff Office, 502 Brewer Avenue, Fort Monmouth by November 7, 2013 at 12:00 P.M. EST.**

**For US mail delivery, please mail to FMERA, P.O, Box 267, Oceanport, NJ 07757. All US mail deliveries must be received by 12:00 P.M. on November 7, 2013.**

**No faxed or email offers will be accepted. Offers received after the time and date listed above will not be accepted.**

**Proposals will be publically opened on November 7, 2013 at 12:30 P.M. at the Authority Office located at 502 Brewer Avenue, Fort Monmouth, Oceanport, NJ 07757.**

The Authority will not be responsible for any expenses in the preparation and/or presentation of the Offers or 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 reject any and all Offers 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 RFOTP, in the Offers 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 Offers. In the event that all Offers are rejected, the Authority reserves the right to re-solicit Offers.

The Authority also may seek to obtain business terms that better suit the interests of the Authority and the redevelopment plans for Fort Monmouth, price and other factors considered, by negotiating with the Potential Purchasers(s) that submit the best purchase offer(s) in accordance with the evaluation criteria set forth in this RFOTP. The Authority reserves the right to exclude from negotiations any and/or all offers received based on the initial submissions. Negotiations with a Potential Purchaser will not preclude the Authority from negotiating with other Potential Purchasers unless the Authority has entered into an exclusive negotiating period with a Potential Purchaser in accordance with rule N.J.A.C. 19:31C-2.16.

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

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

Documents and information submitted in response to this RFOTP 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, N.J.S.A. 10:4-1 et seq., the New Jersey Open Public Records Act, N.J.S.A. 47:1A-1 et seq. and New Jersey right-to-know laws.

Communications with representatives of the Authority by the Potential Purchaser or the Potential Purchaser's representatives concerning this RFOTP are **NOT** permitted during the term of the submission and evaluation process. Communications regarding this RFOTP in any manner

(except as set forth in Section 3 above and Section 5 below or negotiations initiated by the Authority) **may result in the immediate rejection** of the Potential Purchaser's Offer.

#### 4.1 OFFER REQUIREMENTS

In order to be considered, all offers to purchase from the Authority must include the following:

- a. **Cover Letter.** A letter identifying the Offer and disclosing the documentation included. The Potential Purchaser must indicate the name and contact information for the individual who will be its senior contract person for its Offer. The Potential Purchaser 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 Potential Purchaser.
- b. **Price Submittal.** A signed document stating the proposed purchase price.
- c. **Offer Deposit.** A payment of five (5%) percent of the purchase price offered by the Potential Purchaser which shall be held in an interest bearing account as an initial deposit and applied to the purchase for the accepted Offer, and returned to all others. An additional deposit of ten (10%) percent of the offer price shall be payable to the Authority on the earlier of:
  - i. FMERA and the Potential Purchaser entering into an exclusive negotiating period in accordance with N.J.A.C. 19:31C-2.16; or
  - ii. a purchase agreement with FMERA being fully negotiated and signed by the purchaser. The initial deposit and the additional deposit shall be applied to the purchase price at closing.

The deposit shall be in the form of a certified, cashier's or bank check made payable to the Authority issued by a FDIC accredited financial institution.

The deposit can be a wire transfer of immediately available funds. Please contact Regina McGrade at [rmcgrade@njeda.com](mailto:rmcgrade@njeda.com) or 732-720-6350 for wiring instructions.

- d. **Conceptual Redevelopment Plan.** A conceptual redevelopment plan showing the general site or other improvements, if any at the Property as well as their estimated costs and the manner in which such improvements shall comply office use, medical office use, research use (but not warehouse use) as defined in land-use Regulations that have been adopted by the Authority.
- e. **Financing Plan.** The Potential Purchaser(s) financial(s) and committed resources evidencing the Potential Purchaser's financial ability to meet the financial requirements of the Potential Purchaser's redevelopment plan.
- f. **Schedule of Critical Paths.** A detailed summary of construction schedules, time to complete purchase and estimated leasing and/or resale timeframe if applicable. Please note that the FMERA land-use regulations contain a procedural section that outlines the site plan application and approval process.

- g. **Management & Organizational Plan.** A detailed summary of management and experience, organizational chart, as well as total number of other projects of similar size completed by the Potential Purchaser.
- h. **Jobs Generation.** Provide an estimated number of construction jobs and permanent jobs (new to New Jersey) to be created at the Property.

## 5.0 QUESTIONS AND ANSWERS

The Authority will also accept questions from firms regarding any aspect of this RFOTP via e-mail only until 5:00 p.m. Eastern Standard Time on October 28, 2013. 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](http://www.fortmonmouthredevelopment.com) and/or through an addendum (if any) to this RFOTP made available to all potential bidders at the Authority website.

## 6.0 COMPLIANCE WITH STATE LAW REQUIREMENTS

### 6.1

**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 consultants 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 consultants 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 The 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 consultant with the intent or understanding that such lobbyist or consultant 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 consultants, 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 Potential Purchaser 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 continuing 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 an offer in response to the RFOTP are available for review on the Purchase Bureau website at:  
<http://www.state.nj.us/treasury/purchase/forms.htm#eo134>

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

(d) Potential Purchaser's failure to submit the required forms will prevent FMERA from entering into a Purchase and Sale Agreement with the Potential Purchaser. The State Treasurer or his designee shall review the Disclosures submitted by the Potential Purchaser pursuant to this section, as well as any other pertinent information concerning the contributions or reports thereof by the intended Potential Purchaser, prior to award, or during the term of the retention agreement. If the State Treasurer determines that any contribution or action by the Potential Purchaser violated Chapter 51 or EO 117 the State Treasurer shall disqualify the Potential Purchaser 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 Potential Purchaser 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 offer.** The Potential Purchaser selected to provide services to the Authority shall maintain compliance with Chapter 51, EO 117 and EO 7 during the term of their engagement.

**6.2 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 offer. 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

**6.3 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 offer. 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.

**6.4 Prevailing Wage Requirement.** Potential Purchaser shall comply with the Prevailing Wage requirements set forth in N.J.S.A. 52:27I-31 (P.L. 2010, c. 51).

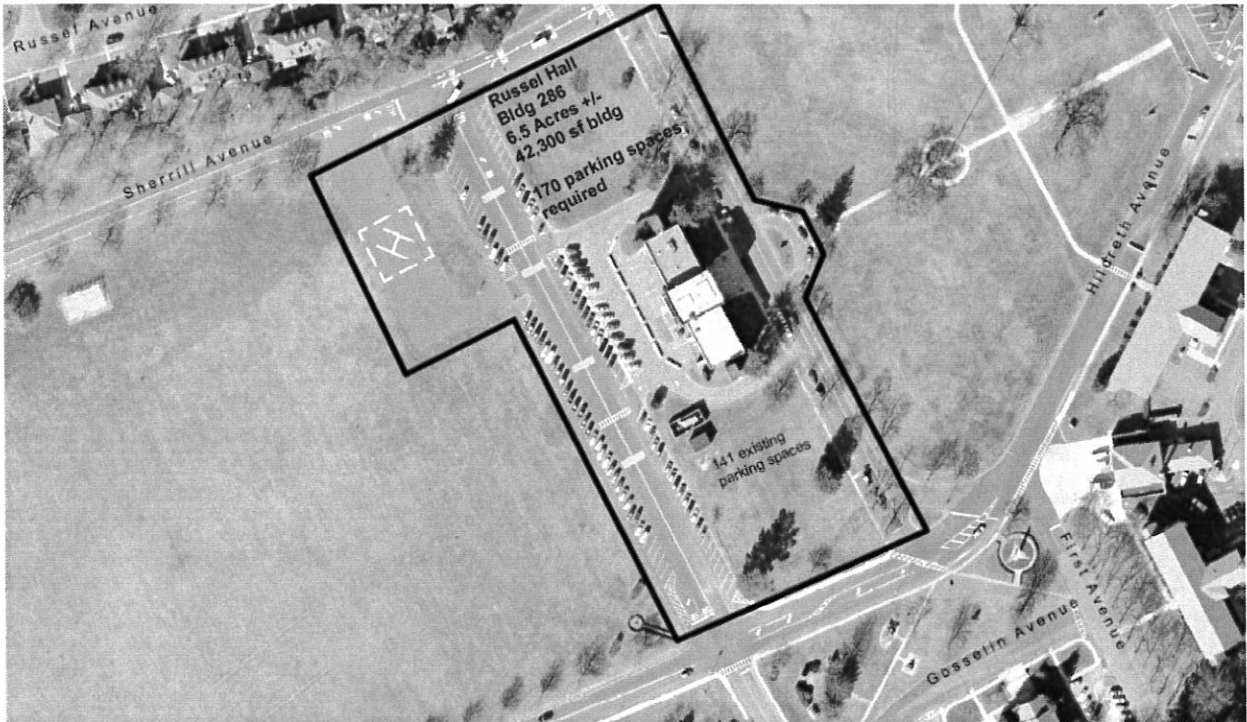
**7.0 EVALUATION CRITERIA.**

FMERA will evaluate each offer received in accordance with this RFOTP and shall identify the offer(s) determined to be responsive to all material elements set forth in the notice, including, but not limited to: purchase price; estimated jobs to be created at or relocated to the parcel; purchase term including due diligence period as well as payment for such period; proposed project capital investment; Potential Purchaser(s) financial capability to meet the proposed terms of purchase and project completion; impact to host municipality, and confirmation that the Potential Purchaser's proposed use is consistent with Office/Research Use (but excluding warehouse use). Attachment #3 contains the proposed evaluation score sheet and weightings.

FMERA shall be under no obligation whatsoever, legal or otherwise, to sell or convey the Property or any interest in the Property unless and until an Agreement for Purchase and Sale is fully negotiated with a Potential Purchaser and approved for execution by the FMERA Board of Members in its sole and absolute discretion. No Potential Purchaser or other party shall have any legal right or interest in the Property unless and until an Agreement for Purchase and Sale is properly executed and delivered by FMERA.

**ATTACHMENT #1**  
**Description of Property**

Property fronting on Sanger Avenue, bordered by Wallington Avenue and the heliport to the west, Saltzman Avenue to the south and Sherrill Avenue to the north. Fort Monmouth/Oceanport, Monmouth County, New Jersey, consisting of approximately 6.5 acres, shown in the following aerial maps.



**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

<b>For AGENCY USE ONLY</b>	
<b>General Information</b>	
Solicitation, RFP or Contract No. _____	Award Amount _____
Description of Services _____	
<b>Agency Contact Information</b>	
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 _____ <input type="checkbox"/> Zip _____

**Add a Contribution**

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](mailto:cd134@treas.state.nj.us), or regular mail at Chapter 51 Review Unit, P.O. Box 039, 33 West State Street, 9<sup>th</sup> 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.

**Public Law 2005, Chapter 51**

(formerly Executive Order 134) and Executive Order 117 (2008)

**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.

**Public Law 2005, Chapter 51**

(formerly Executive Order 134) and Executive Order 117 (2008)

**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.<sup>1</sup>
- **"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).

<sup>1</sup> 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](mailto:cd134@treas.state.nj.us) or regular mail at Chapter 51 Review Unit, P.O. Box 039, 33 West State Street, 9<sup>th</sup> 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>.*



<b>OWNERSHIP DISCLOSURE FORM</b>								
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: _____  _____					
<b>INSTRUCTIONS</b> : Provide below the names, home addresses, dates of birth, offices held and any ownership interest of all officers of the firm named above. If additional space is necessary, provide on an attached sheet.								
<u>NAME</u>	<u>HOME ADDRESS</u>	<u>DATE OF BIRTH</u>	<u>OFFICE HELD</u>	<u>OWNERSHIP INTEREST</u> (Shares Owned or % of Partnership)				
<b>INSTRUCTIONS</b> : Provide below the names, home addresses, dates of birth, and ownership interest of all individuals not listed above, and any partnerships, corporations and any other owner having a 10% or greater interest in the firm named above. If a listed owner is a corporation or partnership, provide below the same information for the holders of 10% or more interest in that corporation or partnership. If additional space is necessary, provide that information on an attached sheet. Complete the certification at the bottom of this form. If this form has previously been submitted to the Purchase Bureau in connection with another bid, indicate changes, if any, where appropriate, and complete the certification below. If there are no owners with 10% or more interest in your firm, enter "None" below.								
<u>NAME</u>	<u>HOME ADDRESS</u>	<u>DATE OF BIRTH</u>	<u>OFFICE HELD</u>	<u>OWNERSHIP INTEREST</u> (Shares Owned or % of Partnership)				
<b>COMPLETE ALL QUESTIONS BELOW</b>								
1. Within the past five years has another company or corporation had a 10% or greater interest in the firm identified above? (If yes, complete and attach a separate disclosure form reflecting previous ownership interests.)				<table style="width: 100%; border: none;"> <tr> <td style="text-align: center; padding: 2px;"><b>YES</b></td> <td style="text-align: center; padding: 2px;"><b>NO</b></td> </tr> <tr> <td style="text-align: center; padding: 2px;"><input type="radio"/></td> <td style="text-align: center; padding: 2px;"><input type="radio"/></td> </tr> </table>	<b>YES</b>	<b>NO</b>	<input type="radio"/>	<input type="radio"/>
<b>YES</b>	<b>NO</b>							
<input type="radio"/>	<input type="radio"/>							
2. Has any person or entity listed in 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, any other State or the U.S. Government? (If yes, attach a detailed explanation for each instance.)				<table style="width: 100%; border: none;"> <tr> <td style="text-align: center; padding: 2px;"><input type="radio"/></td> <td style="text-align: center; padding: 2px;"><input type="radio"/></td> </tr> </table>	<input type="radio"/>	<input type="radio"/>		
<input type="radio"/>	<input type="radio"/>							
3. Has any person or entity listed in this form or its attachments ever been suspended, debarred or otherwise declared ineligible by any agency of government from bidding or contracting to provide services, labor, material, or supplies? (If yes, attach a detailed explanation for each instance.)				<table style="width: 100%; border: none;"> <tr> <td style="text-align: center; padding: 2px;"><input type="radio"/></td> <td style="text-align: center; padding: 2px;"><input type="radio"/></td> </tr> </table>	<input type="radio"/>	<input type="radio"/>		
<input type="radio"/>	<input type="radio"/>							
4. Are there now any criminal matters or debarment proceedings pending in which the firm and/or its officers and/or managers are involved? (If yes, attach a detailed explanation for each instance.)				<table style="width: 100%; border: none;"> <tr> <td style="text-align: center; padding: 2px;"><input type="radio"/></td> <td style="text-align: center; padding: 2px;"><input type="radio"/></td> </tr> </table>	<input type="radio"/>	<input type="radio"/>		
<input type="radio"/>	<input type="radio"/>							
5. Has any Federal, State or Local license, permit or other similar authorization, necessary to perform the work applied for herein and held or applied for by any person or entity listed in this form, been suspended or revoked, or been the subject or any pending proceedings specifically seeking or litigating the issue of suspension or revocation? (If yes, attach a detailed explanation for each instance.)				<table style="width: 100%; border: none;"> <tr> <td style="text-align: center; padding: 2px;"><input type="radio"/></td> <td style="text-align: center; padding: 2px;"><input type="radio"/></td> </tr> </table>	<input type="radio"/>	<input type="radio"/>		
<input type="radio"/>	<input type="radio"/>							
<b>CERTIFICATION</b> : 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 or 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.								
I, being duly authorized, certify that the information supplied above, including all attached pages, is complete and correct to the best of my knowledge. I certify that all of the foregoing statements made by me are true. I am aware that if any of the foregoing statements made by me are willfully false, I am subject to punishment.								
Company Name: _____			_____ (Signature)					
Address: _____			_____ (Name)					
			PRINT OR TYPE: _____ (Title)					
FEIN/SSN#: _____			Date _____					

## 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

<b>Official Use Only</b>	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  
EVALUATION SCORE SHEET**

Fort Monmouth Economic Revitalization Authority (FMERA)  
Request for Proposals  
Building 286 "Russel Hall"

Bidder: \_\_\_\_\_

Evaluator #: \_\_\_\_\_

<u>Sample Score Sheet</u>	<u>Score 1-10</u> x	<u>Weight</u> =	<u>Criterion</u> <u>Score</u>
1. Purchase price [weight = 35]		<b>35</b>	
2. Estimated jobs to be created at or relocated to the parcel [weight = 35]		<b>35</b>	
3. Purchase term including due diligence period as well as payment for such period [weight = 10]		<b>10</b>	
4. Proposed project capital investment [weight = 5]		<b>5</b>	
5. Potential Purchaser(s) financial capability to meet the proposed terms of purchase and project completion [weight = 5]		<b>5</b>	
6. Impact to host municipality [weight = 5]		<b>5</b>	
7. Confirmation that the Potential Purchaser's proposed use is consistent with Office/Research use (but excluding warehouse use). [weight = 5]		<b>5</b>	
<b>Grand Total Score</b>		<b>100</b>	

**ATTACHMENT #4**

Programmatic Agreement  
Among the United States Army

And the

New Jersey State Historic Preservation Officer

For the

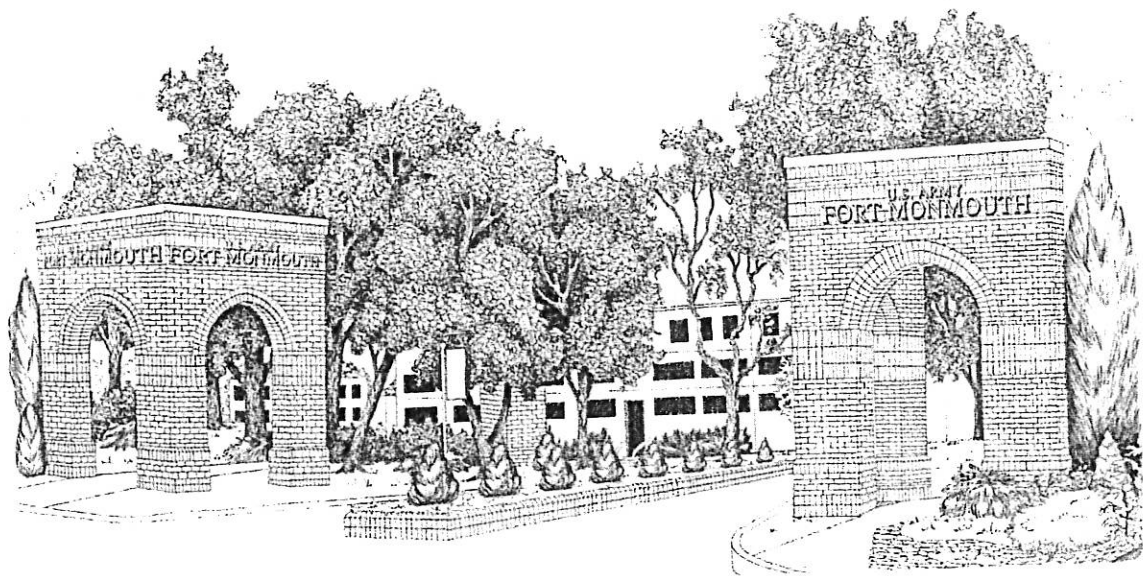
Closure and Disposal of Fort Monmouth, New Jersey  
October 2009





# PROGRAMMATIC AGREEMENT

Among the  
United States Army  
and the  
New Jersey State Historic Preservation Officer  
for the  
Closure and Disposal of Fort Monmouth, New Jersey



OCTOBER 2009

# **Programmatic Agreement**

**Among the  
United States Army  
and the  
New Jersey State Historic Preservation Officer  
for the  
Closure and Disposal of Fort Monmouth, New Jersey**

**October 2009**

**WHEREAS**, the United States Army (Army) is responsible for implementation of the Defense Authorization Amendments and Base Closure and Realignment Act of 1988 (Pub. L. No. 100-526, 10 U.S.C. § 2687 note) and the Defense Base Closure and Realignment Act of 1990 (Pub. L. no. 101-510, 10 U.S.C. § 2687 note, as amended) and is proceeding with the closure of Fort Monmouth and consequent disposal of excess and surplus property by September 15, 2011, in a manner consistent with the requirements of the 2005 Defense Base Closure and Realignment Commission (BRAC) Recommendations; and

**WHEREAS**, the Area of Potential Effect (APE) of this undertaking is the entire real property of the installation; and

**WHEREAS**, The Fort Monmouth Economic Revitalization Planning Authority (FMERPA), a non-profit corporation, is the single entity responsible for identifying local redevelopment needs and preparing a redevelopment plan for the Army to consider in the disposal of installation property; and

**WHEREAS**, all references to FMERPA within this agreement shall be meant to equally apply to its unnamed successor as implementing local reuse authority; and

**WHEREAS**, the Army has determined that historic property, including an historic district, all of which are eligible for listing on the National Register of Historic Places (NRHP) are contained in the disposal of all or portions of Fort Monmouth as proposed under the FMERPA Reuse and Redevelopment Plan; and

**WHEREAS**, the disposal of such historic property (including the historic district) will have an adverse effect upon historic properties that are listed on or designated as eligible for listing on the NRHP, and has consulted with the New Jersey State Historic Preservation Officer (NJSHPO) pursuant to the provisions of the National Historic Preservation Act (NHPA), as amended, 16 U.S.C. § 470 et seq, and the implementing regulations codified at 36 CFR Part 800; and

**WHEREAS**, the Army and the NJSHPO concur that archeological identification efforts shall be completed as stipulated herein and the inclusive list of archeological properties at Fort Monmouth are listed in Attachment A; and

**WHEREAS**, the Army and the NJSHPO concur that architectural identification efforts are complete and historic properties identified are as listed in Attachment A; and

**WHEREAS**, historic property means any prehistoric or historic district, site, building, structure, or object included in, or eligible for inclusion in, the National Register of Historic Places maintained by the Secretary of the Interior, including artifacts, records, and remains that are related to and located within such properties; and

**WHEREAS**, the Army and NJSHPO agree that this Programmatic Agreement (“PA”) will apply to all historic property at Fort Monmouth, of which select historic properties as identified in Attachment A (hereafter the “Select Historic Properties”) shall be preserved with covenants; and

**WHEREAS**, the Army identified federally recognized Indian tribes as shown in Attachment C that may attach traditional religious and cultural importance to properties in the Area of Potential Effect (APE) and were notified of the undertaking and no tribe contacted chose to consult on a nation-to-nation basis to address tribal concerns; and

**WHEREAS**, interested members of the public have been provided opportunities to comment and consult on the effects this base closure may have on historic properties at Fort Monmouth through Section 106 consultation meetings, publication of this agreement on Fort Monmouth and FMERPA websites; and

**WHEREAS**, the Advisory Council on Historic Preservation (ACHP) was invited to consult on this undertaking and has chosen not participate; and

**WHEREAS**, the Army, in consultation with the NJSHPO, has invited FMERPA and the Boroughs of Eatontown, Tinton Falls and Oceanport, to consult in this agreement; and

**WHEREAS**, consistent with the DoD BRAC Implementation Regulation and Base Redevelopment and Realignment Manual (BRAC Manual), the Army chooses to protect historic properties primarily through zoning, deed restrictions and/or covenants; and

**WHEREAS**, in carrying out the disposal of excess and surplus property the Army will comply with all applicable laws and regulations, including 36 CFR Part 79, Curation of Federally Owned and Administered Archeological Collections; and

**WHEREAS**, the Army has completed an Environmental Assessment under NEPA and coordinated Section 106 public involvement with NEPA through public comments ; and

**WHEREAS**, the Army has completed compliance under the National Historic Preservation Act (NHPA) for Capehart and Wherry Era Housing and World War II Temporary Wooden Buildings through the Program Comment for Capehart and Wherry Era Army Family Housing and Associated Structures and Landscape Features (1949-62), approved on 31 May 2002 by the ACHP; and the Programmatic Memorandum of Agreement between the DoD, ACHP, and the National Conference of State Historic

Preservation Officers (NCSHPO) regarding demolition of World War II Temporary Buildings, signed in July 1986, and amended in May 1991; and

**NOW, THEREFORE**, the signatory parties agree that the undertaking described above shall be implemented in accordance with the following stipulations to take into account the effect of the undertaking on historic properties and fulfills the Army's responsibilities under Section 106 and 110 of the NHPA.

### **Stipulations**

The Army will ensure that the following measures are carried out:

#### **I. Archeological Identification**

- A. Additional testing for VSR-2. The Army shall complete additional Phase II archeological testing of the VRS-2 area as shown in Attachment B within six months of signing this agreement.
- B. Phase II testing for VSR-2 shall consist of larger excavation units preceded by tighter interval shovel testing to adequately characterize the size and nature of the identified Native American site. The excavation units and interval testing shall be established in coordination with the NJSHPO.
- C. The Army shall also ensure that an archeological site form and SITS number is obtained from the New Jersey State Museum for VSR-2.
- D. Through consultation with NJSHPO, should additional testing establish NRHP eligibility for any portion of VSR-2, archeological covenants as shown in Attachment E shall be incorporated in the instruments of transfer.
- E. With completion of identification efforts for VSR-2, all archeological identification efforts for this undertaking are complete.
- F. If site VSR-2 is determined eligible for listing on the New Jersey and National Registers of Historic Places, a plan must be in place within 12 months of the eligibility determination for all artifacts, field records, reports, etc. to be prepared for curation in accordance with 36 CFR Part 79 and curated in a repository that meets 36 CFR Part 79.9, such as the NJ State Museum.

#### **II. Mitigation**

**A. Popular Report.** Mitigation for the overall loss of Fort Monmouth as a military entity will consist of a compilation of documentation of the history of the installation from its inception to its closure. Within 24 months of the signing of this agreement, the Army will prepare a popular report based upon previously developed historic contexts. The popular report will be hardbound in full color and generously illustrated with maps, current and historic photographs of the installation. Copies (250) will be printed and distributed to area libraries and institutions.

**B. Mitigation for Historic Properties Not Receiving Covenants or Zoning Protection.** The following historic properties listed in Attachment A not receiving covenants or protective zoning under Stipulations III A & B shall be documented by the Army within 24 months of the signing of this agreement:

1. Hexagon Complex. Buildings 2700, 2701 (Electrical Substation) and 2750 (Dymaxion Deployment Unit). Recordation to Historic American Building Survey Level II standards.
2. Squier Hall. Bldg. 283. Recordation to Historic American Building Survey Level II standards.
3. Kronenburg Mural (Interior of 2540). Recordation to Historic American Building Survey Level II standards.

These mitigation measures shall mitigate for the loss of all historic properties not receiving covenants under Stipulation IV B.

**C. Revised Fort Monmouth New Jersey and National Register Historic District Nomination.** The Army shall ensure the preparation of a complete and sufficient New Jersey and National Registers of Historic Places nomination for the Fort Monmouth Historic District within 24 months of the signing of this agreement.

The Army shall ensure that the Fort Monmouth Historic District has been presented to the New Jersey State Review Board for consideration for the New Jersey Register of Historic Places prior to transfer of any parcel containing select historic properties.

### **III. Treatment of Select Historic Properties Prior to Transfer from Federal Control**

**A. Property Maintenance.** The Army will ensure the provision of caretaker building maintenance, security, and fire protection pending the disposal of Select Historic Properties (Properties listed in Appendix A) at Fort Monmouth in accordance with 32 CFR 174.14, relating to facilities operations, maintenance and repair for BRAC facilities.

**B. Mothballed Properties.** The Army shall undertake reasonable measures to preserve unused Select Historic Property (Properties listed in Appendix A) through mothballing.

1. The Army shall mothball Select Historic Property that has been or will remain vacant for twelve (12) months or if there is no planned use for them.
2. Mothballing shall be according to guidance found in the National Park Service *Preservation Brief 31: Mothballing Historic Buildings*.

#### **IV. Treatment of All Historic Properties Upon Transfer from Federal Control**

The Army shall avoid adverse effects on historic properties by placing covenants on Select Historic Properties, reduce adverse effects by encouraging protective zoning by the FMERPA and local Boroughs and mitigate any adverse effects on properties not receiving covenants in Stipulation II.

**A. Development of Zoning Regulations in the Fort Monmouth National Register Historic District.** To reduce adverse effects of the closure, the Army shall work with the FMERPA and the Boroughs of Eatontown, Oceanport and Tinton Falls in their efforts to develop historic overlay zoning regulations for the Select Historic Properties within the Revised National Register Historic District as shown in Attachment A.

**B. Covenants on Select Historic Properties.** To avoid adverse effects of the closure on historic architectural properties, the Army will ensure that Select Historic Properties listed in Attachment A shall receive covenants containing the language shown in Attachments D (Architectural) or E (archeological), as applicable. These covenants will be included in the instruments of transfer and will be made binding on the transferee and all future transferees.

**C. Information Transferred Upon Disposal of Fort Monmouth Historic Property.** In disposing of real property and improvements that contain the Select Historic Properties, the Army's bid solicitation will contain the following information:

1. Information on the property's historic, archeological, and/or architectural significance, identifying elements, or other characteristics of the property that should be given special consideration in planning; including the revised Fort Monmouth National Register nomination.
2. Information on financial incentives for rehabilitation of historic structures by private entities such as federal tax credits.

#### **V. Non-BRAC Undertakings**

On non BRAC-related actions, the Army shall continue to consult under 36 C.F.R. §800 on all federal undertakings prior to transfer.

#### **VI. Disposition of Miscellaneous Material Culture**

Any non-real estate material culture not addressed under Army Regulation and not under the purview of the Army Museum such as artifacts, signage, monuments, textural records, displays, etc. may be considered by the Army for disposition to a local entity.



## **VII. Modification to Facilitate Transfer**

If the Army cannot transfer any of the Select Historic Properties pursuant to the any of the provisions set forth herein, then the Army will consult with the signatories, and the prospective transferee(s) to determine what steps are necessary in order to complete transfer of the property(ies) within established disposal timelines. Such modifications shall be limited to those that are reasonably necessary in order to effect transfer of, or effectively market, the concerned property within established timelines.

## **VIII. Environmental Remediation**

Environmental remediation by the Army that occurs after the transfer of the Select Historic Property out of federal control shall constitute a separate undertaking under the NHPA and shall be coordinated under 36 C.F.R. Part 800.

## **IX. Inadvertent Discoveries**

**A. NAGPRA Related Discoveries.** If Native American human remains and/or objects subject to the provisions of the Native American Graves Protection and Repatriation Act (NAGPRA), ie., burials, associated and unassociated funerary objects, sacred objects and objects of cultural patrimony, are encountered before the transfer of Fort Monmouth, the Army shall notify and consult with the appropriate federally recognized Tribe(s) to determine appropriate treatment measures for these human remains in agreement with 36CFR800.13. It shall be the responsibility of the Army to either preserve in place or repatriate these humans remains, depending on the agreed upon determination of the tribe(s). If remains / objects subject to NAGPRA are encountered prior to completion of the transfer, the rules of NAGPRA disposition will be followed by the Army. Nothing in this agreement should be construed to contradict this stipulation.

**B. Non-NAGPRA Discoveries.** In the event of inadvertent discovery of archaeological materials not subject to NAGPRA, work shall immediately stop in the area of discovery and the Army shall comply with 36 CFR 800.13(b) to notify and consult with the NJSHPD, Federally recognized Indian tribes that might attach significance to the property, and the Advisory Council on Historic Preservation.

## **X. Anti-Deficiency Act**

The stipulations of this agreement are subject to the provisions of the Anti-Deficiency Act. If compliance with the Anti-Deficiency Act alters or impairs the Army's ability to implement the stipulations of this agreement, the Army will consult in accordance with the amendment and termination procedures in this agreement. All stipulations in this agreement ensured by the Army are subject to the availability of funds.

## **XI. Status Reports**



Until such time as all Fort Monmouth and historic and/or archeological-site properties have been transferred from Army control in accordance with the terms of this agreement, the Army will provide an annual status report to the NJSHPO for review implementation of the terms of this agreement and to determine whether amendments are needed. If amendments are needed, the signatories to this agreement will consult, in accordance with stipulations of this agreement, to make such revisions. The first status report will be submitted to the consulting parties six months after the date this agreement is ratified.

## **XII. Dispute Resolution**

Should any signatory or concurring party to this PA object at any time to any actions proposed or the manner in which the terms of this MOA are implemented, the Army shall consult with such party to resolve the objection. If the Army determines that such objection cannot be resolved, the Army will:

- A. Forward all documentation relevant to the dispute, including the Army's proposed resolution, to the ACHP. The ACHP shall provide the Army with its advice on the resolution of the objection within 30 days of receiving adequate documentation. Prior to reaching a final decision on the dispute, the Army shall prepare a written response that takes into account any timely advice or comments regarding the dispute from the ACHP, signatories and concurring parties, and provide them with a copy of this written response. The Army will then proceed according to the Army's final decision.
- B. If the ACHP does not provide its advice regarding the dispute within the 30 day time period, the Army may make a final decision on the dispute and proceed accordingly. Prior to reaching such a final decision, the Army shall prepare a written response that takes into account any timely comments regarding the dispute from the signatories to the PA, and provide them and the ACHP with a copy of such written response.
- C. The Army's responsibility to carry out all other actions subject to the terms of this PA that are not the subject of the dispute remain unchanged.

## **XIII. Amendments**

This PA may be amended when such an amendment is agreed to in writing by all signatories. The amendment will be effective on the date a copy signed by all of the signatories is filed with the ACHP.

## **XIV. Termination of Agreement**

- A. Pursuant to 36 C.F.R. §800.6(c)(8), if any signatory determines that the terms of this PA cannot be, or are not, being carried out, the signatories shall consult to seek amendment of the PA. If the PA is not amended, any signatory may terminate it providing 30 days written notice to all other signatories. The Army shall either execute a new PA with signatories pursuant to 36 C.F.R. §800.6(c)(1) or request the comments of the ACHP under 36 C.F.R. §800.7(a)(1).
- B. In the event of termination, the Army will comply with 36 C.F.R. Part 800 with regard to individual undertakings associated with the BRAC disposal action at Fort Monmouth.
- C. The parties agree that this PA will terminate upon the disposal of the last parcel at Fort Monmouth containing historic property as defined herein, or when the Army has completed its obligations under this PA, whichever is last occurring.
- D. The effective date of this PA shall be the date of the last signature of a signatory party.
- E. Execution and implementation of this PA evidences that the Army has taken into account the effects of the undertaking on historic properties and has afforded the ACHP a reasonable opportunity to comment on the closure and disposal of excess and surplus property at Fort Monmouth. Execution and compliance with this PA fulfills the Army's Section 106 responsibilities regarding the closure and disposal of Fort Monmouth upon a signed copy of the agreement filed with the ACHP.


**Signatory Parties:**

**DEPARTMENT OF THE ARMY**

By:   
Stephen M. Christian  
Colonel, U.S. Army  
Commanding

Date: 19 Oct 09

**NEW JERSEY HISTORIC PRESERVATION OFFICER**

By:   
Daniel D. Saunders

Date: 12/2/2009

New Jersey Deputy State Historic Preservation Officer

**Concurring Parties:**

**FORT MONMOUTH ECONOMIC REVITALIZATION PLANNING  
AUTHORITY**

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Frank C. Cosentino, Executive Director  
Fort Monmouth Economic Revitalization Authority

**BOROUGH of EATONTOWN, NEW JERSEY**

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Gerald J. Tarantolo, Mayor  
Borough of Eatontown, New Jersey

**BOROUGH of OCEANPORT, NEW JERSEY**

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Michael J. Mahon, Mayor  
Borough of Oceanport, New Jersey

**BOROUGH of TINTON FALLS, NEW JERSEY**

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Michael Skudera, Mayor  
Borough of Tinton Falls, New Jersey

## ATTACHMENT A

### Definitive List of Historic Properties at Fort Monmouth and Map Showing the Fort Monmouth National Register Historic District

<b>NRHP Eligible Buildings, Structures and Objects at Fort Monmouth</b>					
Building ID	Area	DPW Description	Year Built	Select Historic Property (Preservation Covenant Upon Transfer)	Eligibility Status (Individual (I) or Historic District (HD) Contributing Element (CE))
115	Main Post	WWII MON/MEMORIAL	1952	YES	CE – Fort Monmouth HD
None-Parade Field	Main Post	Parade Field - including triangular landscaped area in front of Building 286	1927	YES	CE - Fort Monmouth HD
206	Main Post	ADMIN GENERAL PURPOSE	1927	YES	CE - Fort Monmouth HD
207	Main Post	ENLISTED Unaccompanied Personnel Housing	1927	YES	CE - Fort Monmouth HD
208	Main Post	ENLISTED Unaccompanied Personnel Housing	1927	YES	CE – Fort Monmouth HD
209	Main Post	ADMIN GENERAL PURPOSE	1928	YES	CE – Fort Monmouth HD
211	Main Post	Family Housing for COL.	1929	YES	CE – Fort Monmouth HD
212	Main Post	Family Housing for COL.	1929	YES	CE – Fort Monmouth HD
213	Main Post	Family Housing for COL.	1929	YES	CE – Fort Monmouth HD
214	Main Post	Family Housing for COL.	1932	YES	CE – Fort Monmouth HD
215	Main Post	Family Housing for COL.	1931	YES	CE – Fort Monmouth HD
216	Main Post	Family Housing for COL.	1931	YES	CE – Fort Monmouth

NRHP Eligible Buildings, Structures and Objects at Fort Monmouth					
Building ID	Area	DPW Description	Year Built	Select Historic Property (Preservation Covenant Upon Transfer)	Eligibility Status (Individual (I) or Historic District (HD) Contributing Element (CE))
					HD
218	Main Post	Family Housing for COL.	1932	YES	CE – Fort Monmouth HD
219	Main Post	Family Housing for COL.	1932	YES	CE – Fort Monmouth HD
220	Main Post	Family Housing for COL.	1935	YES	CE – Fort Monmouth HD
221	Main Post	Family Housing for GENERAL OFFICE	1931	YES	CE – Fort Monmouth
222	Main Post	Family Housing for COL.	1935	YES	CE – Fort Monmouth HD
223	Main Post	Family Housing for COL.	1935	YES	CE – Fort Monmouth HD
224	Main Post	Family Housing for GENERAL OFFICE	1931	YES	CE – Fort Monmouth HD
225	Main Post	Family Housing for COL.	1932	YES	CE – Fort Monmouth HD
226	Main Post	Family Housing for COL.	1932	YES	CE – Fort Monmouth HD
227	Main Post	Family Housing for COL.	1932	YES	CE – Fort Monmouth HD
228	Main Post	Family Housing for COL.	1932	YES	CE – Fort Monmouth HD
229	Main Post	Family Housing for COL.	1931	YES	CE – Fort Monmouth HD
230	Main Post	Family Housing GENERAL OFFICE	1936	YES	CE – Fort Monmouth HD
233	Main Post	Family Housing for NCOs	1929	YES	CE – Fort Monmouth HD
234	Main Post	Family Housing for	1931	YES	CE – Fort

<b>NRHP Eligible Buildings, Structures and Objects at Fort Monmouth</b>					
<b>Building ID</b>	<b>Area</b>	<b>DPW Description</b>	<b>Year Built</b>	<b>Select Historic Property (Preservation Covenant Upon Transfer)</b>	<b>Eligibility Status (Individual (I) or Historic District (HD) Contributing Element (CE))</b>
		NCOs			Monmouth HD
235	Main Post	Family Housing for NCOs	1931	YES	CE – Fort Monmouth HD
236	Main Post	Family Housing for NCOs	1931	YES	CE – Fort Monmouth HD
237	Main Post	Family Housing for NCOs	1931	YES	CE – Fort Monmouth HD
238	Main Post	Family Housing for NCOs	1931	YES	CE – Fort Monmouth HD
239	Main Post	Family Housing for NCOs	1931	YES	CE – Fort Monmouth
240	Main Post	Family Housing for NCOs	1932	YES	CE – Fort Monmouth HD
241	Main Post	Family Housing for NCOs	1932	YES	CE – Fort Monmouth HD
242	Main Post	Family Housing for NCOs	1932	YES	CE – Fort Monmouth HD
243	Main Post	Family Housing for NCOs	1932	YES	CE – Fort Monmouth HD
244	Main Post	Family Housing for NCOs	1932	YES	CE – Fort Monmouth HD
245	Main Post	Family Housing for NCOs	1932	YES	CE – Fort Monmouth HD
246	Main Post	Family Housing for NCOs	1932	YES	CE – Fort Monmouth HD
247	Main Post	Family Housing for NCOs	1934	YES	CE – Fort Monmouth HD
248	Main Post	Family Housing for NCOs	1934	YES	CE – Fort Monmouth HD

<b>NRHP Eligible Buildings, Structures and Objects at Fort Monmouth</b>					
<b>Building ID</b>	<b>Area</b>	<b>DPW Description</b>	<b>Year Built</b>	<b>Select Historic Property (Preservation Covenant Upon Transfer)</b>	<b>Eligibility Status (Individual (I) or Historic District (HD) Contributing Element (CE))</b>
249	Main Post	Family Housing for NCOs	1934	YES	CE – Fort Monmouth HD
250	Main Post	Family Housing for NCOs	1934	YES	CE – Fort Monmouth HD
251	Main Post	Family Housing for NCOs	1934	YES	CE – Fort Monmouth HD
252	Main Post	Family Housing for NCOs	1934	YES	CE – Fort Monmouth HD
253	Main Post	Family Housing for NCOs	1934	YES	CE – Fort Monmouth HD
254	Main Post	Family Housing for NCOs	1934	YES	CE – Fort Monmouth HD
255	Main Post	Family Housing for NCOs	1934	YES	CE – Fort Monmouth
256	Main Post	Family Housing for NCOs	1934	YES	CE – Fort Monmouth HD
258	Main Post	Family Housing for NCOs	1934	YES	CE – Fort Monmouth HD
260	Main Post	SEWAGE LFT STATION	1930	YES	CE – Fort Monmouth HD
261	Main Post	Family Housing for LTC/MAJ	1930	YES	CE – Fort Monmouth HD
262	Main Post	Family Housing for LTC/MAJ	1930	YES	CE – Fort Monmouth HD
263	Main Post	Family Housing for LTC/MAJ	1930	YES	CE – Fort Monmouth HD
264	Main Post	Family Housing for LTC/MAJ	1931	YES	CE – Fort Monmouth HD
265	Main Post	Family Housing for LTC/MAJ	1932	YES	CE – Fort Monmouth



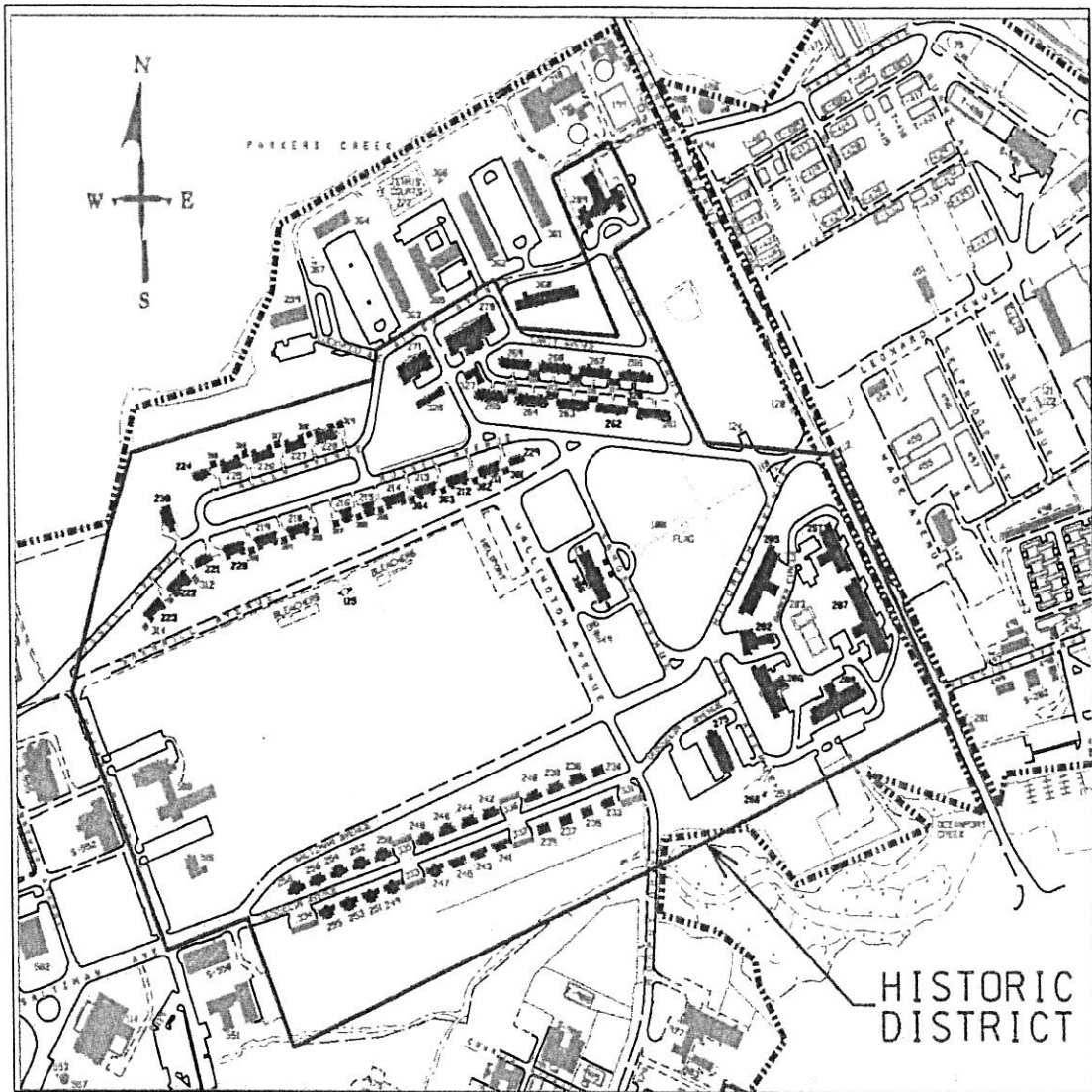
NRHP Eligible Buildings, Structures and Objects at Fort Monmouth					
Building ID	Area	DPW Description	Year Built	Select Historic Property (Preservation Covenant Upon Transfer)	Eligibility Status (Individual (I) or Historic District (HD) Contributing Element (CE))
					HD
266	Main Post	Family Housing for LTC/MAJ	1932	YES	CE – Fort Monmouth HD
267	Main Post	Family Housing for LTC/MAJ	1931	YES	CE – Fort Monmouth HD
268	Main Post	Family Housing for LTC/MAJ	1931	YES	CE – Fort Monmouth HD
269	Main Post	Family Housing for LTC/MAJ	1930	YES	CE – Fort Monmouth HD
270	Main Post	ARMY LODGING, ADMIN GENERAL PURPOSE	1930	YES	CE – Fort Monmouth HD
271	Main Post	UOQ MILITARY	1934	YES	CE – Fort Monmouth HD
275	Main Post	MUSEUM SPT BLDG	1934	YES	CE – Fort Monmouth HD
282	Main Post	FIRE STATION	1935	YES	CE – Fort Monmouth HD
283	Main Post	ADMIN GENERAL PURPOSE, AUDITORIUM GP/ Squier Hall	1935	NO COVENANTS – HABS LEVEL RECORDATION	Fort Monmouth HD; I
286	Main Post	ADMIN GENERAL PURPOSE	1936	YES	CE – Fort Monmouth HD
287	Main Post	ENLISTED Unaccompanied Personnel Housing	1927	YES	CE – Fort Monmouth HD
301	Main Post	Family Housing Garage	1932	YES	CE – Fort Monmouth HD
302	Main Post	Family Housing Garage	1932	YES	CE – Fort Monmouth HD
303	Main Post	Family Housing Garage	1932	YES	CE – Fort Monmouth

NRHP Eligible Buildings, Structures and Objects at Fort Monmouth					
Building ID	Area	DPW Description	Year Built	Select Historic Property (Preservation Covenant Upon Transfer)	Eligibility Status (Individual (I) or Historic District (HD) Contributing Element (CE))
					HD
304	Main Post	Family Housing Garage	1932	YES	CE – Fort Monmouth HD
305	Main Post	Family Housing Garage	1932	YES	CE – Fort Monmouth HD
306	Main Post	Family Housing Garage	1932	YES	CE – Fort Monmouth HD
307	Main Post	Family Housing Garage	1932	YES	CE – Fort Monmouth HD
308	Main Post	Family Housing Garage	1932	YES	CE – Fort Monmouth HD
309	Main Post	Family Housing Garage	1932	YES	CE – Fort Monmouth HD
310	Main Post	Family Housing Garage	1932	YES	CE – Fort Monmouth HD
312	Main Post	Family Housing Garage	1932	YES	CE – Fort Monmouth HD
313	Main Post	Family Housing Garage	1932	YES	CE – Fort Monmouth HD
314	Main Post	Family Housing Garage	1932	YES	CE – Fort Monmouth HD
315	Main Post	Family Housing Garage	1932	YES	CE – Fort Monmouth HD
316	Main Post	Family Housing Garage	1932	YES	CE – Fort Monmouth HD
317	Main Post	Family Housing Garage	1932	YES	CE – Fort Monmouth HD
318	Main Post	Family Housing Garage	1932	YES	CE – Fort Monmouth HD

NRHP Eligible Buildings, Structures and Objects at Fort Monmouth					
Building ID	Area	DPW Description	Year Built	Select Historic Property (Preservation Covenant Upon Transfer)	Eligibility Status (Individual (I) or Historic District (HD) Contributing Element (CE))
319	Main Post	Family Housing Garage	1932	YES	CE – Fort Monmouth HD
320	Main Post	Family Housing Garage	1934	YES	CE – Fort Monmouth HD
321	Main Post	Family Housing Garage	1934	YES	CE – Fort Monmouth HD
322	Main Post	Family Housing Garage	1934	YES	CE – Fort Monmouth HD
323	Main Post	Family Housing Garage	1934	YES	CE – Fort Monmouth HD
324	Main Post	Family Housing Garage	1934	YES	CE – Fort Monmouth HD
325	Main Post	Family Housing Garage	1934	YES	CE – Fort Monmouth HD
326	Main Post	Family Housing Garage	1934	YES	CE – Fort Monmouth HD
327	Main Post	Family Housing Garage	1934	YES	CE – Fort Monmouth HD
328	Main Post	Family Housing Garage	1937	YES	CE – Fort Monmouth HD
2000	Golf Club Charles Wood Area	Officers Open Dining	1926	YES	CE – Charles Wood HD
2020	Golf Club Charles Wood Area	SWIM POOL	1935	YES	CE – Charles Wood HD
2700	Charles Wood Area	ADMIN GENERAL PURPOSE/ “The Hexagon”	1955	NO COVENANTS – HABS LEVEL MITIGATION	I
2701	Charles Wood Area	Support Electrical Substation for the Hexagon	1943/1955	NO COVENANTS – HABS LEVEL	I

NRHP Eligible Buildings, Structures and Objects at Fort Monmouth					
Building ID	Area	DPW Description	Year Built	Select Historic Property (Preservation Covenant Upon Transfer)	Eligibility Status (Individual (I) or Historic District (HD) Contributing Element (CE))
				MITIGATION	
2750	Charles Wood Area	Storage - Dymaxion Deployment Unit (On top of 2700)	1943/1955	NO COVENANTS-HABS LEVEL MITIGATION	I
2540 (Mural Only)	Charles Wood Area	Kronenburg Mural (Inside of 2540)	2000	NO COVENANTS-HABS LEVEL MITIGATION	Individual
None	Charles Wood Area	Select Areas of the Golf Course	N/A - Potential Archeological Sites.	Select Areas Shall Receive Archeological Preservation Covenants Per Attachment E	Unknown - Protected by Covenants

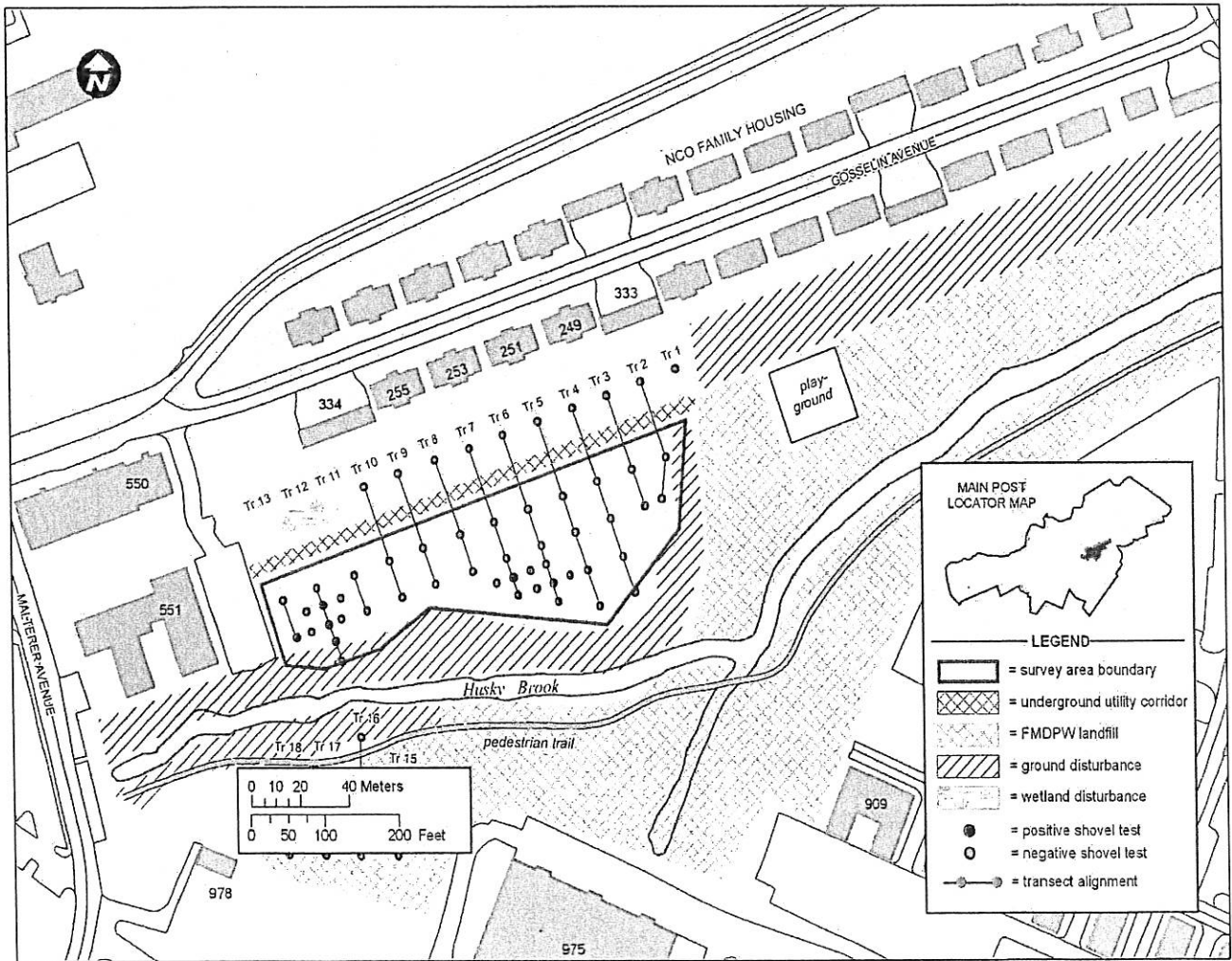
# FORT MONMOUTH NATIONAL REGISTER DISTRICT



...Main Post Historic District 7- 7/22/2009 2:08:30 PM

# ATTACHMENT B

## VSR-2 Area to Receive Phase II Survey in Red



## ATTACHMENT C

### Federally Recognized Indian Tribes That May Attach Traditional Religious and Cultural Importance to Fort Monmouth Properties

1. Delaware Nation, Oklahoma (formerly Delaware Tribe of Western Oklahoma)
  - a. Edgar French, President  
Delaware Nation P.O. Box 825  
Anadarko, OK 73005  
Phone: 405-247-2448
  - b. David M. Scholes, NAGPRA  
Delaware Nation P.O. Box 825  
Anadarko, OK 73005  
Phone: 405-247-2448, x-162
2. Delaware Tribe of Indians, Oklahoma
  - a. Larry Joe Brooks, Chief  
Delaware Tribe of Indians  
220 NW Virginia Avenue  
Bartlesville, OK 74003  
Phone: 918-336-5272
  - b. Dr. Brice Obermeyer, NAGPRA  
Dept. Soc. & Anthropology, Emporia State University  
Roosevelt hall, Room 121  
1200 Commercial, Box 4022  
Emporia, KS 66801
3. Stockbridge-Munsee Community, Wisconsin
  - a. Robert Chicks, President  
Stockbridge-Munsee Community  
N8476 Mo He Con Nuck Rd  
Bowler, WI 54416  
Phone: 715-793-4111
  - b. Sherry White, NAGPRA  
Stockbridge-Munsee Tribe  
P.O. Box 70  
N8510 Mo He Con Nuck Rd.  
Bowler, WI 54416  
Phone: 715-793-3970



## ATTACHMENT D

### Standard Preservation Covenant For Conveyance Of Property That Contains Historic Buildings And Structures

1. In consideration of the conveyance of certain real property hereinafter referred to as (name of property), located in the (name of county), (name of state), which is more fully described as: (Insert legal description), (Name of property recipient) hereby covenants on behalf of (himself/herself/itself), (his/her/its) heirs, successors, and assigns at all times to the (name of NJSHPO parent organization) to preserve and maintain (name of property) in accordance with the recommended approaches in the Secretary of the Interior's Standards for Rehabilitation and Illustrated Guidelines for Rehabilitating Historic Buildings (U.S. Department of the Interior, National Park Service 1992 (This and updates can be found at [www2.cr.nps.gov/tps/tax/rhb](http://www2.cr.nps.gov/tps/tax/rhb) , as available on 22 November 2004)) in order to preserve and enhance those qualities that make (name of historic property) eligible for inclusion in/or resulted in the inclusion of the property in the National Register of Historic Places. If (Name of property recipient) desires to deviate from these maintenance standards, (Name of property recipient) will notify and consult with the (name of state) Historic Preservation Officer in accordance with paragraphs 2, 3, and 4 of this covenant.

2. (Name of property recipient) will notify the appropriate (name of state) Historic Preservation Officer in writing prior to undertaking any construction, alteration, remodeling, demolition, or other modification to structures or setting that would affect the integrity or appearance of (name of historic property). Such notice shall describe in reasonable detail the proposed undertaking and its expected effect on the integrity or appearance of (name of historic property).

3. Within thirty (30) calendar days of the appropriate (name of state) Historic Preservation Officer's receipt of notification provided by (name of property recipient) pursuant to paragraph 2 of this covenant, the NJSHPO will respond to (name of property recipient) in writing as follows:

a. That (name of property recipient) may proceed with the proposed undertaking without further consultation;

b. That (name of property recipient) must initiate and complete consultation with the (name of state) Historic Preservation office before (he/she/it) can proceed with the proposed undertaking.

If the NJSHPO fails to respond to the (name of property recipient)'s written notice, as described in paragraph 2, within thirty (30) calendar days of the NJSHPO's receipt of the same, then (name of property recipient) may proceed with the proposed undertaking without further consultation with the NJSHPO.

4. If the response provided to (name of property recipient) by the NJSHPO pursuant to paragraph 3 of this covenant requires consultation with the NJSHPO, then both parties

will so consult in good faith to arrive at mutually-agreeable and appropriate measures that (name of property recipient) will implement to mitigate any adverse effects associated with the proposed undertaking. If the parties are unable to arrive at such mutually-agreeable mitigation measures, then (name of property recipient) shall, at a minimum, undertake recordation for the concerned property—in accordance with the Secretary of Interior's standards for recordation and any applicable state standards for recordation, or in accordance with such other standards to which the parties may mutually agree—prior to proceeding with the proposed undertaking. Pursuant to this covenant, any mitigation measures to which (name of property recipient) and the NJSHPO mutually agree, or any recordation that may be required, shall be carried out solely at the expense of (name of property recipient). The mandatory recordation and documentation of structures proposed for demolition or substantial alteration will be archived in an appropriate repository designated by the NJSHPO.

5. The (name of NJSHPO parent organization) shall be permitted at all reasonable times to inspect (name of historic property) in order to ascertain its condition and to fulfill responsibilities hereunder.

6. In the event of a violation of this covenant, and in addition to any remedy now or hereafter provided by law, the (name of NJSHPO parent organization) may, following reasonable notice to (name of recipient), institute suit to enjoin said violation or to require the restoration of (name of historic property). The successful party shall be entitled to recover all costs or expenses incurred in connection with such a suit, including all court costs and attorneys fees.

7. In the event that the (name of historic property) (i) is substantially destroyed by fire or other casualty, or (ii) is not totally destroyed by fire or other casualty, but damage thereto is so serious that restoration would be financially impractical in the reasonable judgment of the Owner, this covenant shall terminate on the date of such destruction or casualty. Upon such termination, the Owner shall deliver a duly executed and acknowledged notice of such termination to the (name of NJSHPO parent organization), and record a duplicate original of said notice in the (name of county) Deed Records. Such notice shall be conclusive evidence in favor of every person dealing with the (name of historic property) as to the facts set forth therein.

8. (Name of recipient) agrees that the (name of NJSHPO parent organization) may at its discretion, without prior notice to (name of recipient), convey and assign all or part of its rights and responsibilities contained herein to a third party.

9. This covenant is binding on (name of recipient), (his/her/its) heirs, successors, and assigns in perpetuity, unless explicitly waived by the (name of NJSHPO parent organization). Restrictions, stipulations, and covenants contained herein shall be inserted by (name of recipient) verbatim or by express reference in any deed or other legal instrument by which (he/she/it) divests (himself/herself/itself) of either the fee simple title or any other lesser estate in (name of property) or any part thereof.

10. The failure of the (name of NJSHPO parent organization) to exercise any right or remedy granted under this instrument shall not have the effect of waiving or limiting the exercise of any other right or remedy or the use of such right or remedy at any other time.

11. The covenant shall be a binding servitude upon (name of historic property) and shall be deemed to run with the land. Execution of this covenant shall constitute conclusive evidence that (name of recipient) agrees to be bound by the foregoing conditions and restrictions and to perform the obligations herein set forth.

## **ATTACHMENT E**

### **Archeological Covenant and Map of Golf Course Areas to Receive Covenants and**

### **Standard Preservation Covenant For Conveyance Of Property That Includes Archeological Sites**

In consideration of the conveyance of the real property that includes the (official number(s) designation of archeological site(s)) located in the County of [name of county], New Jersey, which is more fully described as [insert legal description], (Name of property recipient) hereby covenants on behalf of [himself/herself/itself], [his/her/its] heirs, successors, and assigns at all times to the (name of NJSHPO parent organization), to maintain and preserve [official number(s) designation of archeological site(s)], by carrying out measures as follows:

1. These archeological sites have been determined by the NJSHPO to be eligible for the National Register of Historic Places. No disturbance of the ground surface or any other thing shall be undertaken or permitted to be undertaken for these sites which would affect the physical integrity of these sites without the express prior written permission of the NJSHPO, signed by a fully authorized representative thereof. Should the NJSHPO require, as a condition of the granting of such permission, that (Name of property recipient) conduct archeological data recovery operations or other activities designed to mitigate the adverse effect of the proposed activity on an archaeological site, (Name of property recipient) shall at its own expense conduct such activities in accordance with the Secretary of the Interior's Standards and Guidelines for Archaeological Documentation (48 FR 44734-37) and such standards and guidelines as the NJSHPO may specify, including but not limited to standards and guidelines for research design, conduct of field work, conduct of analysis, preparation and dissemination of reports, disposition of artifacts and other materials. (Name of property recipient) shall also consult with Native American governments having standing regarding disposition of funerary and human remains.
  
2. If Native American human remains are encountered at any time on these archeological sites, (Name of property recipient) shall notify and consult with the (appropriate) affiliated Federally recognized Indian tribe (s) to determine appropriate treatment measures for these human remains in agreement with 36 CFR 800.13(b). It shall be the responsibility of (Name of property recipient) to either preserve in place or repatriate these human remains, depending on the agreed upon determination of the tribe(s).
  
3. (Name of property recipient) shall make every reasonable effort to prevent any person from vandalizing or otherwise disturbing these National Register eligible archaeological sites. (Name of property recipient) will follow any recommendation by the State Historic Preservation Officer to protect these sites. Any such vandalism or disturbance shall be promptly reported to the State Historic Preservation Officer and the (appropriate) tribe(s).

4. The State Historic Preservation Officer and the (appropriate) tribe(s) shall be permitted at all reasonable times to inspect (the property) to ascertain if the above conditions are being observed.

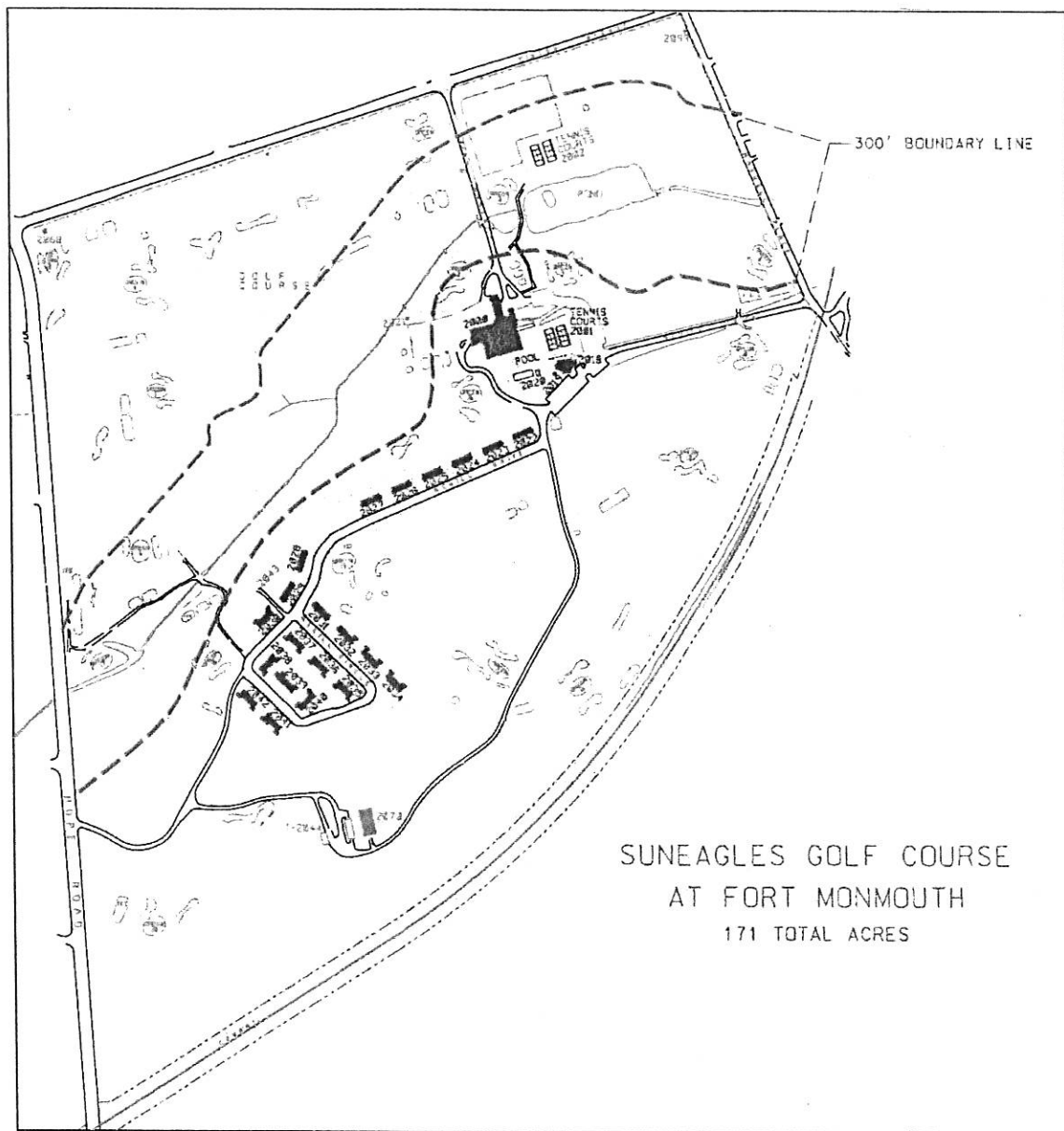
5. In the event of a violation of this covenant, and in addition to any remedy now or hereafter provided by law, the State Historic Preservation Officer may, following reasonable notice to (Name of property recipient), institute suit to enjoin said violation or to require the restoration of any archaeological site affected by such violation. If successful, the State Historic Preservation Officer shall be entitled to recover all costs or expenses incurred in connection with such suit, including all court costs and attorney's fees.

6. This covenant is binding on (Name of property recipient), its heirs, successors and assigns in perpetuity. Restrictions, stipulations, and covenants contained herein shall be inserted by (Name of property recipient) verbatim or by express reference in any deed or legal instrument by which it divests itself of either the fee simple title or any other lesser estate in (the part of the property containing the subject archeological sites) or any part thereof.

7. The failure of the State Historic Preservation Officer to exercise any right or remedy granted under this instrument shall not have the effect of waiving or limiting the exercise of any right or remedy or the use of such right or remedy at any other time. (Name of property recipient) agrees that the (name of NJSHPO parent organization) may, at its discretion and without prior notice to (Name of property recipient), convey and assign all or part of its rights and responsibilities contained in this covenant to a third party.

The covenant shall be a binding servitude upon the real property and shall be deemed to run with the land. Execution of this covenant shall constitute conclusive evidence that (name of property recipient) agrees to be bound by the foregoing conditions and restrictions and to perform to obligations herein set forth.

# MAP OF AREAS TO RECEIVE ARCHEOLOGICAL COVENANTS



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