FORT MONMOUTH

DISCOVER › INNOVATE › TRANSFORM

REQUEST FOR OFFERS TO PURCHASE

FOR

THE SALE OF REAL AND PERSONAL PROPERTY

Fort Monmouth
Lodging Area – 15± Acre Residential, Institutional or Mixed-Use Waterfront Development Site
Oceanport, New Jersey

Issued by the
FORT MONMOUTH ECONOMIC REVITALIZATION AUTHORITY

Date Issued: December 29, 2016

Responses due by 12:00 P.M. EDT on March 31, 2017

REQUEST FOR OFFERS BIDS TO PURCHASE
FOR
THE SALE OF REAL AND PERSONAL PROPERTY

Summary

The Fort Monmouth Economic Revitalization Authority ("FMERA" or the "Authority"), a state authority created pursuant to P.L. 2010, c.10 (N.J.S.A. 52:27I-18 et seq.) ("FMERA Act"), is responsible for the orderly and comprehensive redevelopment of Fort Monmouth. In furtherance of its mission, FMERA is hereby seeking offers 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 FMERA's rules for the sale of real and personal property (N.J.A.C. 19:31C-2, the "Sales Rules"). The purchase agreement between the Authority and the successful Potential Purchaser shall be subject to the terms and provisions of the Sales Rules and the Phase 2 Economic Development Conveyance Agreement ("EDC Agreement") between FMERA and the Army. Reuse of the property will be subject to the Fort Monmouth Reuse and Redevelopment Plan (the "Reuse Plan"), which is the master plan for Fort Monmouth, and FMERA's land use regulations and design and development guidelines (N.J.A.C. 19:31C-3, the "Land Use Rules"), which govern the zoning and land use for the Fort. The Reuse Plan and the Land Use Rules supersede the master plan, the zoning and land use ordinance and regulations, and the zoning map of the Borough of Oceanport and Monmouth County development regulations, except for procedures for site plan and subdivision approval. The Reuse Plan and the Land Use Rules can be found at: http://www.fortmonmouthnj.com/developer-information/.

1.0 PURPOSE

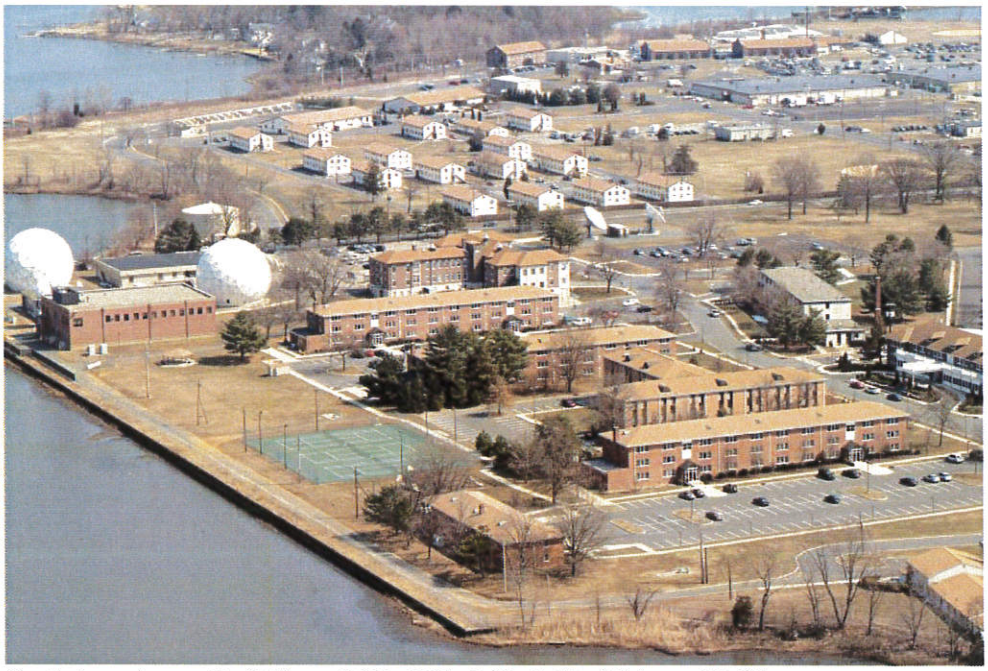
The Authority is requesting offers to purchase (the "Offer") from qualified individuals or entities (the "Potential Purchaser(s)" or "Bidders") interested in purchasing an approximately 15± acre parcel of land containing eight buildings (Buildings 270, 271, 360, 361, 362, 363, 364, and 365) totaling approximately 184,207 gsf located on Signal Avenue in the Main Post Area of Fort Monmouth (the "Property"). The parcel map can be found in ATTACHMENT #1 of this RFOTP. In addition, Potential Purchasers may, but are not required to, submit a separate offer for the adjacent Allison Hall Parcel for a joint proposal that includes complementary or combined uses. Please visit http://www.fortmonmouthnj.com/bidding-opportunities/open-rfprfotps/ for the Allison Hall Parcel RFOTP.

The Authority is requesting Bids that propose development that is consistent with medium density residential, institutional/civic, and/or office/research & development uses allowed in FMERA's Land Use Rules for this Property and more fully described in Section 1.3 below. Any development that is not consistent with the Reuse Plan, also described in Section 1.3 below, will require an amendment to the Reuse Plan or, if applicable, a "use-type variance". Any Reuse Plan amendment and "use-type variance" is subject to approval by the FMERA Board, in its sole discretion, in accordance with the Land Use Rules.

In addition to a price proposal, the Offers must include a plan for the redevelopment of the Property for a use consistent with the Land Use Rules.

The Property will be sold "As Is – Where Is."

1.1 THE PROPERTY



Lodging Area, Buildings 360, 361, 362, 363, 364, and 365



Building 270, Scriven Hall, slated for reuse



Building 271, Gardner Hall, slated for reuse

The Property consists of 15± acres of land and Buildings 270, 271, 360, 361, 362, 363, 364, and 365 (approximately 184,207 gsf) located along Signal Avenue in the Oceanport section of the Fort. A portion of the Property is located within the Fort Monmouth National Register Historic District and Buildings 270 and 271 are considered contributing resources to the Historic District and are subject to historic preservation covenants, available at ATTACHMENT #2.

FMERA holds title to the Property subject to the terms of the EDC Agreement and the Army's environmental clearance document, the Finding of Suitability to Transfer ("FOST"). The Army's FOST for the Main Post can be accessed at http://www.pica.army.mil/FtMonmouth/Documents/ATT3-FinalPhase2FOST.PDF. Pursuant to the Comprehensive Environmental Response, Compensation, and Liability Act ("CERCLA"), the Army will retain responsibility for any environmental contamination (other than asbestos, lead-based paint, mold, petroleum products and their derivatives, PAHs 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

Bidders are hereby notified that registered pesticides may have been applied to the Property and may continue to be present. The Army has advised FMERA that where a pesticide was applied it was applied in accordance with its intended purpose and consistently with the Federal Insecticide, Fungicide, and Rodentcide Act (FIRA), 7 U.S.C. § 136, et seq., and other applicable laws and regulations. If the selected Bidder takes any action with regard to the Property, including demolition of structures or any disturbance or removal of soil that may expose, or

cause a release of, a threatened release of, or an exposure to, any such pesticide, the selected Bidder would assume all responsibility and liability therefore.

1.2 PERSONAL PROPERTY

Consistent with federal Base Realignment and Closure ("BRAC") law, FMERA intends to sell the remaining furniture, fixtures and equipment by public auction(s) prior to closing with the purchase of the Property. Any such furniture, fixtures, and equipment remaining after completion of the auction(s) will be conveyed to the Potential Purchaser along with the real estate in as-is where-is condition.

1.3 DEVELOPMENT OF THE PROPERTY

FMERA seeks to sell the Property to a Potential Purchaser who will develop the Property for one or more of the following allowable uses in the Oceanport Horseneck Center pursuant to the Land Use Rules: medium density residential, institutional/civic, and/or office/research & development. Development proposing other uses will not be accepted.

While the Reuse Plan contemplates the Property redeveloped for lodging and/or conference use with a boutique hotel and spa (or other hospitality/lodging use), FMERA has determined that the redevelopment of the Fort and its historic assets would be better served by locating a boutique hotel at the adjacent Allison Hall rather than on the Lodging Area. Additionally, please note that the Reuse Plan includes the conversion of Building 360 into a residential use in the form of mixed-income apartments. Further, the Reuse Plan anticipated the conversion of Building 270 into permanent supportive units, to satisfy FMERA's obligations to provide homeless accommodations under BRAC law. FMERA has tentatively identified an alternate location for the permanent supportive housing units, so for purposes of structuring their proposals Potential Purchasers should include Building 270 and assume it is available for development. FMERA's ability to convey Building 270 is subject to FMERA identifying a suitable replacement facility for supportive housing in the Oceanport Reuse Area.

The Reuse Plan envisions the creation of a scenic waterfront promenade from the eastern boundary of the Property to the adjacent Officer Housing development to the west of the Property. The selected Potential Purchaser shall be responsible for designing and constructing the portion of the waterfront promenade to be located on the Property, at the selected Potential Purchaser's sole cost and expense.

Buildings 270 and 271, known as Scriven Hall and Gardner Hall, respectively, and building 360 are intended for reuse in the Reuse Plan. Buildings 361, 362, 363, 364, and 365 are all slated for demolition in the Reuse Plan.

Please note, where a proposed development is determined by FMERA to be inconsistent with the Reuse Plan, including the demolition of buildings intended for reuse or the reuse of buildings slated for demolition, and the permitted uses in the Land Use Rules, FMERA shall require the adoption of either a Reuse Plan amendment or, if applicable, a "use-type" variance prior to approval of the application for development. Because this RFOTP requests uses inconsistent

with the Reuse Plan, development as sought under this RFOTP is subject to a Reuse Plan amendment or a "use-type" variance. Pursuant to the FMERA Act and Land Use Rules, FMERA's Board may amend the Reuse Plan in its sole discretion to accommodate a development concept that is not consistent with the Reuse Plan and Land Use Rules.

A portion of the Property is located within the Fort Monmouth Historic District, and Buildings 270 and 271 are considered contributing historic resources and subject to historic preservation covenants. These covenants and other information regarding historic preservation requirements can be found in ATTACHMENT #2: *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*. Redevelopment of the Property will require review by the Fort Monmouth Historic Preservation Advisory Committee, as well as a project authorization from the State's Historic Preservation Officer within the New Jersey Department of Environmental Protection. Bidders can find more information on the Fort Monmouth Historic District in the Historic District Design Guidelines available online here:
http://www.fortmonmouthnj.com/developer-information/land-use-regulations/.

Offers submitted in combination with the Allison Hall RFOTP that take advantage of combined or complementary uses will receive additional consideration in the evaluation criteria.

Please note, Offers that include residential use of any portion of the Property must include a commitment that the Potential Purchaser will comply with any and all legally imposed affordable housing requirements, including but not limited to setting aside twenty (20%) percent of the housing units on the Property as affordable housing. See Section 1.7 for more information.

1.4 FORT MONMOUTH'S REDEVELOPMENT STATUS

Fort Monmouth consists of 1,127 acres located in the Boroughs of Tinton Falls, Eatontown and Oceanport, New Jersey. Established in 1917 as Camp Little Silver, the Fort served as the home of the Signal Corps, and later CECOM, the Communications and Electronics Command. The Fort was designated for closure in the 2005 BRAC round, and formally closed in September 2011. FMERA entered into the first of two EDC Agreements with the Army in June 2012, and took title to an initial property, a 55-acre tract in Tinton Falls known as Parcel E, in January 2013. FMERA subsequently sold Parcel E to Commvault, one of the nation's leading data and information management software companies, for construction of a new headquarters complex for the company. Commvault occupied the first building in the complex, a 275,000 sf facility for 900 employees, in late 2014. The company has approvals in hand to develop up to 650,000 sf for an estimated 2,500 employees.



Commvault's new Headquarters on Fort Monmouth

FMERA acquired the former Patterson Hospital from the Army and sold it to AcuteCare Health System in March 2014. AcuteCare is renovating the 100,000 sf building for use as an outpatient health clinic. The facility opened in the 1st Quarter of 2015.



AcuteCare's renovated facility

FMERA acquired the former Building 2525 in Tinton Falls from the Army and sold it to RADAR Properties in February 2016. RADAR will lease approximately 30,000 square feet of

the building to AASKI Technology, Inc., a defense contractor and communications engineering firm, one of the fastest growing private companies in the nation.

FMERA acquired Building 2290 in Tinton Falls from the Army and sold it to Trinity Hall Corporation in March 2016. Trinity Hall is renovating the 19,600 square foot former child development center building for use as a private high school for girls. The facility opened in September 2016 for the 2016-2017 school year.

FMERA is currently in negotiations with developers for the sale or lease of seventeen other parcels. Another three parcels, ranging from individual buildings to large land tracts, will be released for proposals by year end.

At full buildout in approximately twelve years, the Fort is projected to include:

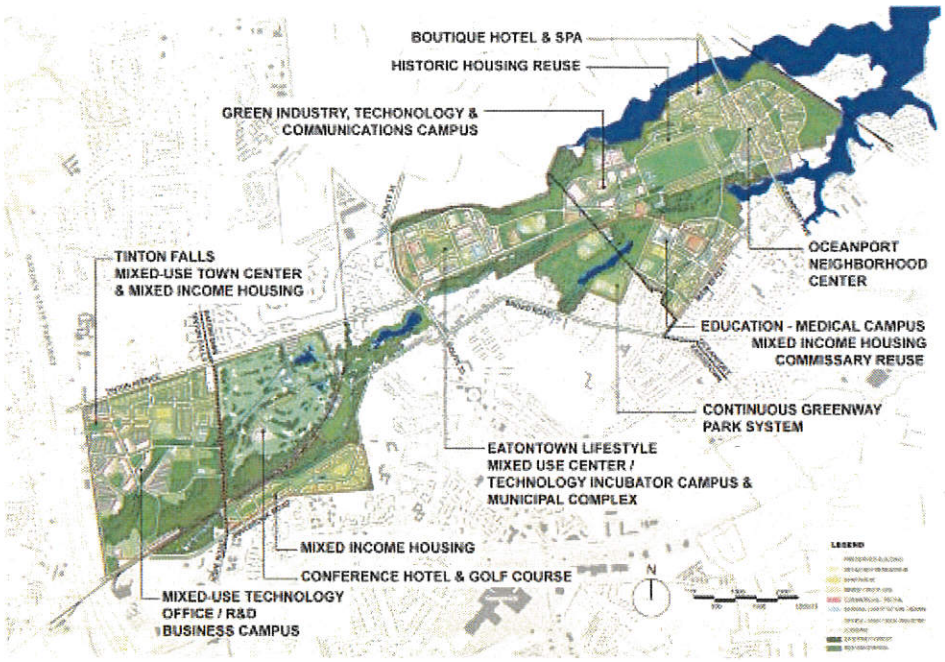
- 1,585 housing units, with over 4,000 new residents
- 300,000 sf of non-profit, civic, government and educational uses
- 500,000 sf of retail space
- 2,000,000 sf of office, research & development and other commercial uses

Total development costs are estimated at $1.5 billion, generating 10,000 permanent jobs.

Fort amenities are anticipated to include:

- preservation of approximately 40% of the Fort's land area as recreational and passive open space
- creation of a system of bicycle lanes, pedestrian paths and/or multi-purpose trails
- dedication of an interconnected blue/green belt spanning the Fort
- a shuttle system linking the Fort with mass transit, including the Little Silver train station
- improved access to the Garden State Parkway via a new interchange (Exit 105A)

In addition to the above amenities, the Fort plans to also be home to a renovated fitness center, bowling alley, performing arts center/theater, golf course, and marina.



Fort Monmouth's 20-year Concept Plan

1.5 UTILITIES

The Property is directly served by New Jersey Natural Gas Company and the Potential Purchaser will be responsible for establishing an account. Electric power, water and sanitary sewer service are currently provided over former Army systems. The selected Purchaser will be responsible to make any needed improvements or upgrades to utility infrastructure within the footprint of the Property. The selected Purchaser, at its sole cost and expense, will also be required to establish metered electrical service with Jersey Central Power & Light Company.

The selected Potential Purchaser, at its sole cost and expense, will be responsible for connecting the Property to a new New Jersey American Water Company water main to be installed adjacent to the Property in spring 2017. FMERA anticipates that the existing sanitary sewer system will be taken offline within approximately three (3) years. By that time, the selected Potential Purchaser will be responsible for constructing and/or funding a new sewer main running east from the Property over the adjacent Allison Hall parcel and connecting to a new trunk main in Oceanport Av, a distance of approximately 600 feet. In the interim, FMERA anticipates that the existing sanitary sewer system can continue to serve the two historic structures, Buildings 270 and 271.

Note: The selected Purchaser will be responsible for utility costs and property maintenance expenses associated with Buildings 270 and 271 (i.e. the two historic buildings) beginning three (3) months after execution of a contract to purchase the Property, and for the balance of the Property beginning twelve (12) months after executing a purchase contract, whether or not the Purchaser has closed on the Property.

1.6 INFRASTRUCTURE DISTRICT; SALES TAXES

The state statute creating FMERA, P.L. 2010, c.10 (N.J.S.A. 52: 27I-18 et seq.), allows FMERA to create infrastructure districts to support the redevelopment of the Fort. Retail sales within the districts will be exempt to the extent of 50% of the retail sales taxes (except taxes generated from the retail sale of motor vehicles, alcoholic beverages, cigarettes or energy) normally collected by the State of New Jersey, and FMERA may collect a franchise assessment not to exceed the remaining 50% of retail sales taxes normally collected, to be used by FMERA toward on-site or off-site infrastructure improvements, or parking or transportation facilities, or work that reduces, abates, or prevents environmental pollution, or other improvements that provide a public benefit within or to an infrastructure district. FMERA may, at its Board's discretion, opt to collect less than 50% of normal sales taxes through the franchise assessment, effectively allowing retailers to charge less than the sales tax imposed under the New Jersey Sales and Use Tax Act.

The Purchase and Sale & Redevelopment Agreement between FMERA and the prospective Purchaser will require that, in the event FMERA creates an infrastructure district that includes the Property within its boundaries, the Potential Purchaser and any tenants operating a retail business on the Property will apply to be a certified retail vendor. This requirement will be set forth as a deed covenant and run with the land.

1.7 AFFORDABLE HOUSING REQUIREMENT

If the Offer includes residential use on any portion of the Property, it must include a commitment that the Potential Purchaser will comply with any and all legally imposed affordable housing requirements, including but not limited to setting aside twenty (20%) percent of the housing units developed on the Property as affordable housing. These units shall be affordable to low- and moderate-income households as determined by New Jersey law. FMERA will reject any Offer that seeks to make the Offer price or the closing of title contingent on the Potential Purchaser's receipt of Low Income Housing Tax Credits ("LIHTCs") or other public financing or subsidies. The affordable housing component of the redevelopment may be accomplished directly by the Potential Purchaser or through a subcontract/joint venture arrangement with an affordable housing developer. If the Potential Purchaser intends to subcontract or joint venture with a housing developer or affordable housing developer, the Offer should so indicate.

2.0 PREVAILING WAGE REQUIREMENT

Prevailing wage will apply only to the extent that a project includes "public work" as that term is defined in the State Prevailing Wage Act, N.J.S.A. 34:11-56.25 et seq., or if the applicant receives financial assistance from FMERA, the State or any other State entity. Notwithstanding the foregoing, any work (including but not limited to demolition, renovation or utility work) performed on the Property prior to the transfer of title to the selected Purchaser shall also be subject to prevailing wage requirements.

2.1 ADDITIONAL TERMS OF SALE

Pursuant to FMERA's Land Use Rules, all purchasers of real estate on Fort Monmouth must enter into a redevelopment agreement, which FMERA addresses through a combined purchase and sale/redevelopment agreement (PSARA). The PSARA will include the following provisions, which will be covenants running with the land until the redeveloper completes the project:

i. A provision limiting the use of the Property to the uses permitted by the Reuse Plan or an amendment to the Reuse Plan as approved by the FMERA Board and uses permitted by the Land Use Rules;

ii. A provision requiring the redeveloper to commence and complete the Project within a period of time that FMERA deems reasonable; and

iii. A provision restricting the transfer of the Property or the redeveloper's rights under the PSARA prior to completion of the project.

The PSARA will require the redeveloper to guaranty its project commencement and completion and job creation obligations by posting bonds or providing other assurances or penalties. See section 6(h) below for additional information regarding job creation requirements.

3.0 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 Purchaser(s) during normal business hours at the FMERA office located at Fort Monmouth, New Jersey. Interested Potential Purchaser(s) may make copies of the paper documents. **Please note**: FMERA does not warrant the accuracy or completeness of any documents originated by the Army or other sources. Copies of any documents requested that are larger than legal size shall be made at the expense of the Potential Purchaser(s). 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 4.0 below.

Materials made available by FMERA for public inspection are offered "as is" and "where is" and they may include pertinent information regarding the buildings plans, 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.

4.0 TOURS

All requests for a walk-through tour of the property are due by March 24, 2017 and the walk-throughs will commence on January 4, 2017 at 10:00 A.M. Please schedule a walk-through tour by contacting Regina McGrade at rmcgrade@njeda.com or 732-720-6350.

5.0 OFFER SUBMISSION

Five (5) copies of the Bid (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

Bids must be received by March 31, 2017 at 12:00 P.M. Eastern Daylight Time (EDT).

Bids must be received by March 31, 2017 at 12:00 P.M. EDT. Proposals may be delivered via an overnight service (FedEx or UPS) to 100 Barton Avenue, Oceanport, NJ, 07757.

Hand delivered Bids must be received at the FMERA Office located at 502 Brewer Avenue, Fort Monmouth, Oceanport, NJ by March 31, 2017 at 12:00 P.M. EDT. Access to the FMERA Office is via the Fort Monmouth Main Gate located on the west side of Oceanport Avenue, Oceanport.

For US mail delivery, please mail to FMERA, P.O. Box 267, Oceanport, NJ 07757. All US mail deliveries must be received by March 31, 2017 at 12:00 P.M. EDT.

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

Bids will be held unopened until they are publicly opened on March 31, 2017 at 12:30 P.M. at the FMERA 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 an Offer. 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 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 Bidder 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.

By submitting an Offer in response to this RFOTP, each Potential Purchaser agrees to hold its Offer open for at least ninety (90) days after the response due date. Any provision in a submitted Offer that attempts to limit or condition the time that an Offer is open for consideration by FMERA will not be binding on FMERA. FMERA reserves the right, upon good cause shown to the satisfaction of FMERA's staff, to allow a Potential Purchaser to withdraw its Offer after Offers have been opened.

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 a 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 4 above and Section 6 below or negotiations initiated by the Authority) **will result in the immediate rejection** of the Potential Purchaser's Offer.

5.1 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 for the land and building(s). The proposed purchase price must be typewritten, photocopied or written in ink or some other indelible substance. Identify any closing contingencies and specify the time period required to complete due diligence and satisfy any closing contingencies.

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 may also be a wire transfer of immediately available funds. Please contact Regina McGrade at rmcgrade@njeda.com or 732-720-6350 for wiring instructions.

d. **Conceptual Redevelopment Plan.** A conceptual redevelopment plan, including an elevation sketch, 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 with the requirements of the Reuse Plan and the Land Use Rules adopted by the Authority, or in the case of a proposal for an alternative use, the manner in which such improvements shall comply with the requirements of the Land Use Rules for the proposed alternative use.

e. **Financing Plan.** The Potential Purchaser's proposed capital investment and a list of the financial(s) and committed resources evidencing the Potential Purchaser's financial ability to meet the financial requirements of the proposed redevelopment plan. Unless it is a governmental entity, include financial statements for the Potential Purchaser.

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 Rules 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 descriptions and total number of other projects of similar size completed by the Potential Purchaser.

h. **Jobs Generation.** Provide an estimated number of construction and permanent jobs (specifying those new to New Jersey vs. those retained within the State) to be created at the Property. Purchaser will be held to a minimum permanent jobs creation number based on this estimate which will be a condition of the purchase and sale and redevelopment agreement (PSARA) with the successful Purchaser. The PSARA will provide for monetary penalties should Purchaser fail to meet its permanent job creation goals.

i. **Disclosure of Investment Activity in Iran.** A completed and signed Disclosure of Investment Activities in Iran form.

j. **Statement on Affordable Housing.** If the Offer is for residential use of any portion of the Property, it must include a commitment to comply with any and all legally imposed affordable housing requirements including but not limited to setting aside at least twenty (20%) percent of the housing units developed on the Property as affordable housing.

6.0 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 Daylight Time on March 24, 2017. 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.fortmonmouthnj.com and/or through an addendum (if any) to this RFOTP made available to all Potential Purchasers at the Authority website.

7.0 COMPLIANCE WITH STATE LAW REQUIREMENTS

7.1 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. The Chapter 51 form can be found online by going to the following web link and scrolling to "VENDOR FORMS REQUIRED FOR CONTRACT AWARD" under:
http://www.state.nj.us/treasury/purchase/forms.shtml:

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.shtml.

(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 selected 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 #3 for copies of the Information and Instruction and Two-Year Chapter 51/Executive Order 117 Vendor Certification and Disclosure of Political Contributions. Failure to submit the attached Information and Instruction and Two-Year 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.

7.2 Prevailing Wage. Prevailing wage will apply only to the extent that a project includes "public work" as that term is defined in the State Prevailing Wage Act, N.J.S.A. 34:11-56.25 et seq., or if the applicant receives financial assistance from FMERA, the State or any other State entity. Notwithstanding the foregoing, any work (including but not limited to demolition, renovation or utility work) performed on the Property prior to the transfer of title to the selected Purchaser shall also be subject to prevailing wage requirements.

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

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

(a) No Potential Purchaser shall pay, offer to pay, or agree to pay, either directly or indirectly, any fee, commission, compensation, gift, gratuity or other thing of value of any kind to any Board member, officer or employee of the State or the Authority, or special State officer or employee as defined in N.J.S.A. 52:13D-13b and e, or to any member of the immediate family, as defined by N.J.S.A. 52:13D-13f of any such Board member, officer or employee, or partnership, firm or corporation with which they are employed or associated or in which such officer or employee has an interest within the meaning of N.J.S.A. 52:13D-13g.

The solicitation of any fee, commission, compensation, gift, gratuity or other thing of value by a Board member, officer or employee of the Authority from any Potential Purchaser shall be reported in writing forthwith by the Potential Purchaser to the State Attorney General.

(b) No Potential Purchaser may, directly or indirectly, undertake any private business, commercial or entrepreneurial relationship with, whether or not pursuant to employment, contract or other agreement express or implied, or sell any interest in such Potential Purchaser to any Board member, officer or employee of the Authority or special State officer or employee, or having any duties or responsibilities in connection with the purchase, acquisition or sale of any property or services by or to the Authority or with any person, firm or entity with which he is employed or associated or in which he has an interest within the meaning of N.J.S.A. 52:13D-13g.

(c) No Potential Purchaser shall influence, or attempt to influence or cause to be influenced any Board member, officer or employee of the Authority in his official capacity in any manner which might tend to impair the objectivity or independence or judgment of said Board member, officer or employee.

(d) No Potential Purchaser shall cause or influence, or attempt to cause or influence, any Board member, officer or employee of the Authority to use, or attempt to use, his official position to secure unwarranted privileges or advantages for the Potential Purchaser or any other person.

(e) It is agreed and understood that the Authority reserves the right to determine whether a conflict of interest or the appearance of a conflict of interest exists which would under State law adversely affect or would be contrary to the best interest of the Authority.

7.5 Record Retention

The selected Potential Purchaser shall maintain all documentation related to the purchase and development of the Property for a period of five (5) years from the date of completing the development of the Property. Such records shall be made available to the New Jersey Office of the State Comptroller upon request.

8.0 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 permanent jobs to be created at or relocated to the Property; purchase term including due diligence period and time needed to obtain approvals 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; prior experience with the Potential Purchaser; impact to host municipality; whether the Potential Purchaser is also proposing on the Allison Hall Complex; and whether the proposed use

complies with FMERA's Land Use Rules. Attachment #4 contains the proposed evaluation score sheet and weightings.

Potential Purchaser should be prepared to commit to their job creation estimates in the PSARA. FMERA is looking to accelerate redevelopment to the extent possible and Offers with accelerated purchase terms will be scored accordingly.

FMERA has simultaneously issued a Request for Offers to Purchase for the Allison Hall Complex. Potential Purchasers who also submit a responsive proposal to purchase and redevelop the Allison Hall Complex will receive up to 5 additional points toward the evaluation and scoring of its proposal to purchase and redevelop the Lodging Area Parcel.

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 a final form of PSARA 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 a PSARA is properly executed and delivered by FMERA.

ATTACHMENT #1
Description of Property

The Property consists of 15± acres of land and Buildings 270, 271, 360, 361, 362, 363, 364, and 365 (approximately 184,207 gsf) located along Signal Avenue in the Oceanport section of the Fort. A portion of the Property is located within the Fort Monmouth National Register Historic District, and Buildings 270 and 271 are considered contributing resources to the Historic District and are subject to historic preservation covenants, available at ATTACHMENT #2.

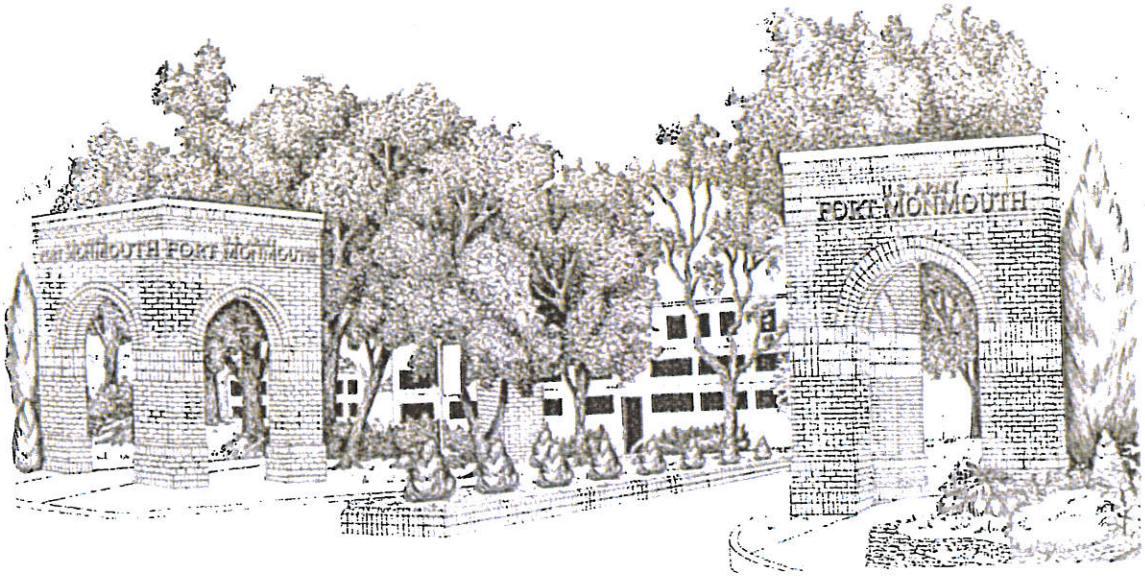


ATTACHMENT #2

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

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 NJSHPO, 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: Date: 12/2/2009
Daniel D. Saunders
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

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)**
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

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)**
		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

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)**
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

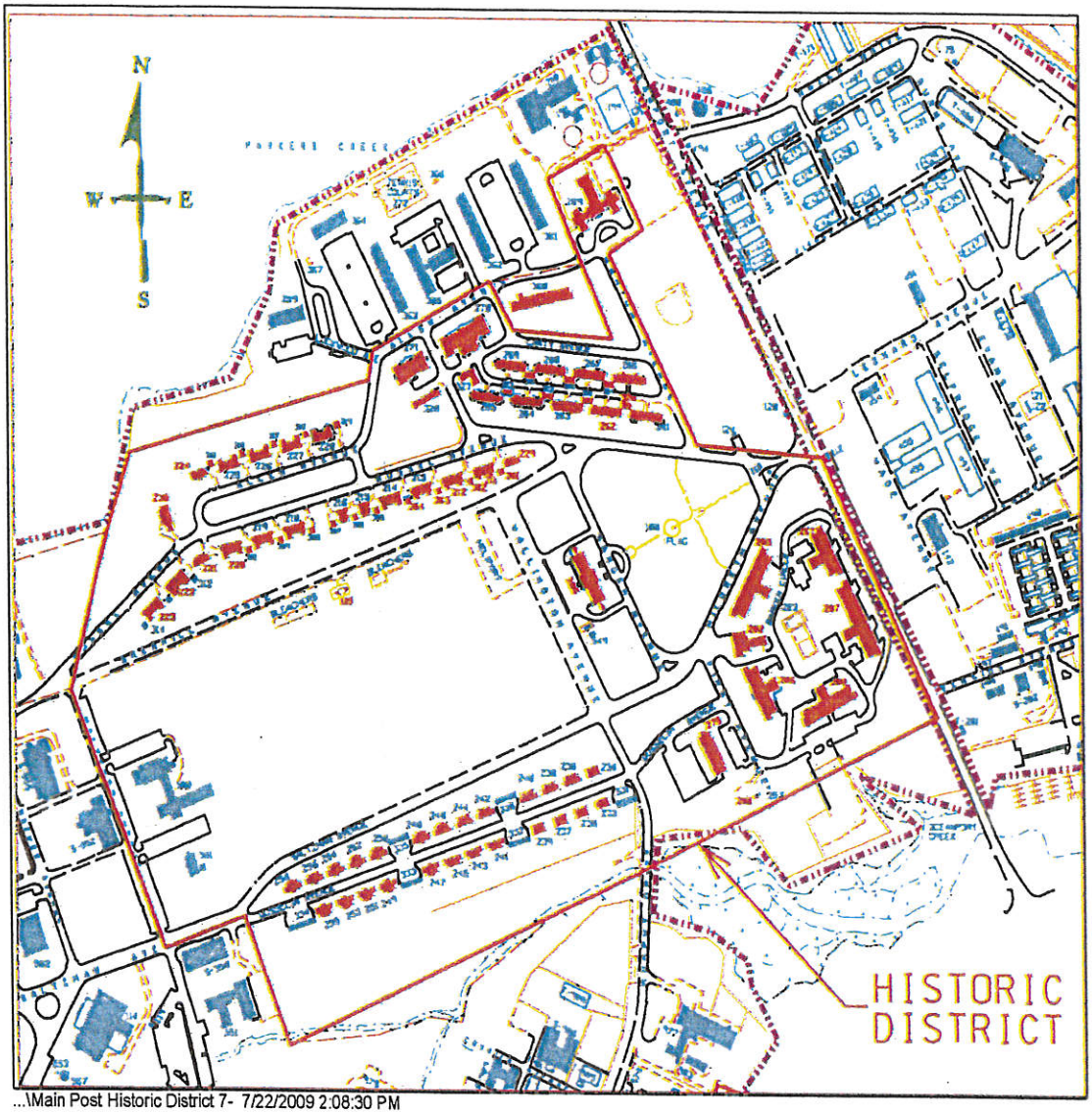
NRHP Eligible Buildings, Structures and Objects at Fort Monmouth					
Building ID	**Area**	**DPW Description**	**Year Built**	**Select Historic Property (Preservation Covenant Upon Transfer)**	**Eligibility Status (Individual (I) or Historic District (HD) Contributing Element (CE)**
					HD
266	Main 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

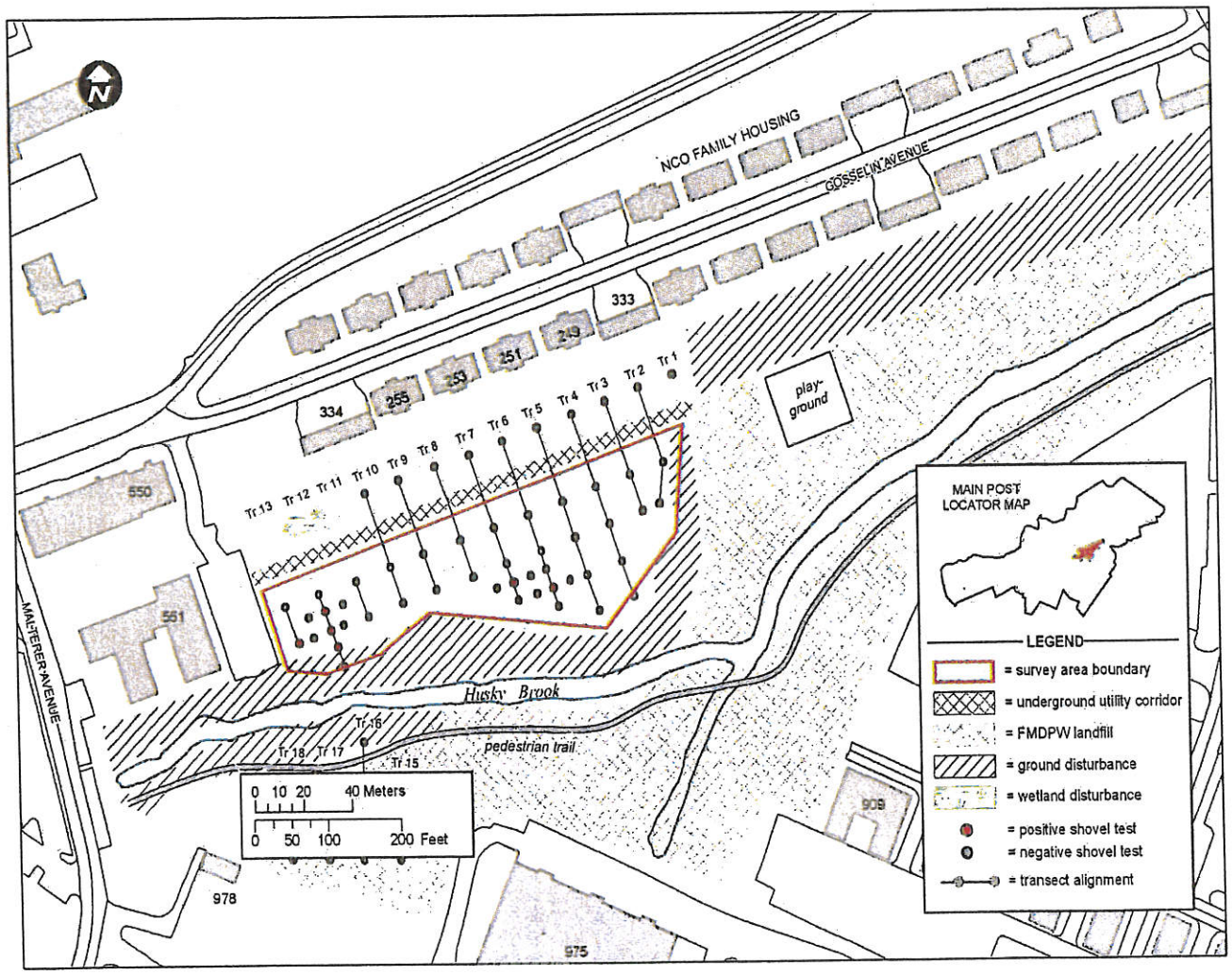
FORT MONMOUTH NATIONAL REGISTER DISTRICT



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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 , 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 vandalization 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.

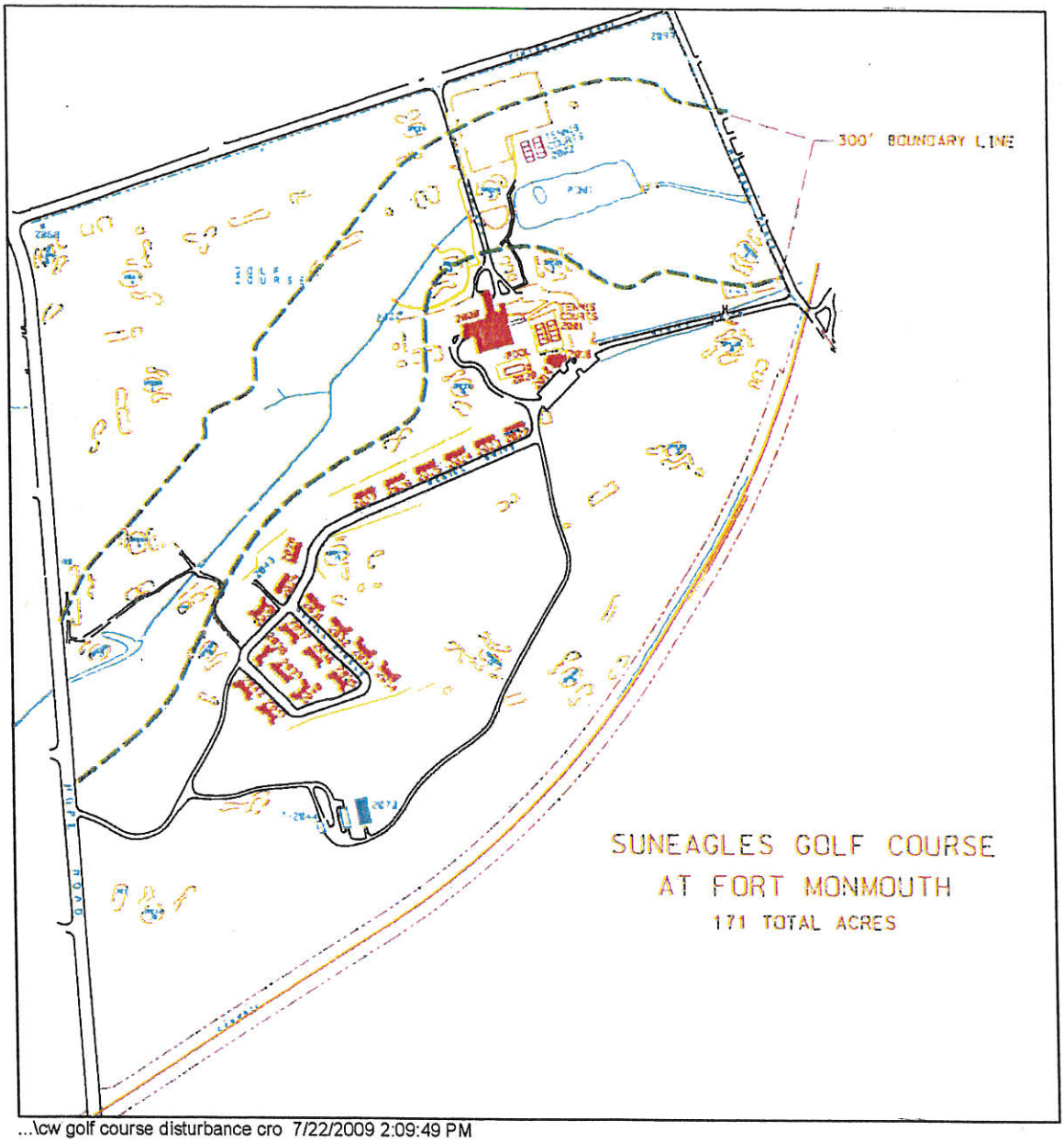
5. In the event of a violation of this covenant, and in addition to any remedy now or hereafter provided by law, the State Historic Preservation Officer may, following reasonable notice to (Name of property recipient), institute suit to enjoin said violation or to require the restoration of any archaeological 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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ATTACHMENT #3
REQUIRED FORMS

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

Quote Number: _____ **Bidder/Offeror:** _____

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

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

PLEASE CHECK THE APPROPRIATE BOX:

☐ **I certify, pursuant to Public Law 2012, c. 25, that neither the bidder listed above nor any of the bidder's parents, subsidiaries, or affiliates is listed** on the N.J. Department of the Treasury"s list of entities determined to be engaged in prohibited activities in Iran pursuant to P.L. 2012, c. 25 ("Chapter 25 List"). I further certify that I am the person listed above, or I am an officer or representative of the entity listed above and am authorized to make this certification on its behalf. **I will skip Part 2 and sign and complete the Certification below.**

OR

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

PART 2: PLEASE PROVIDE FURTHER INFORMATION RELATED TO INVESTMENT ACTIVITIES IN IRAN
You must provide a detailed, accurate and precise description of the activities of the bidding person/entity, or one of its parents, subsidiaries or affiliates, engaging in the investment activities in Iran outlined above by completing the boxes below.

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

Name _____ Relationship to Bidder/Offeror _____

Description of Activities _____

_____

Duration of Engagement _____ Anticipated Cessation Date _____

Bidder/Offeror Contact Name _____ Contact Phone Number _____

ADD AN ADDITIONAL ACTIVITIES ENTRY

Certification: I, being duly sworn upon my oath, hereby represent that the foregoing information and any attachments thereto to the best of my knowledge are true and complete. I acknowledge: that I am authorized to execute this certification on behalf of the bidder; that the State of New Jersey is relying on the information contained herein and 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 information contained herein; 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 am subject to criminal prosecution under the law and that it will constitute a material breach of my agreement(s) with the State, permitting the State to declare any contract(s) resulting from this certification void and unenforceable.

Full Name (Print): _____ Signature: _____

Do Not Enter PIN as a Signature

Title: _____ Date: _____

INFORMATION AND INSTRUCTIONS
For Completing the "Two-Year Vendor Certification and Disclosure of Political Contributions" Form

Background Information

On September 22, 2004, then-Governor James E. McGreevey issued E.O. 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, E.O. 134 prohibited State departments, agencies and authorities from entering into contracts exceeding $17,500 with individuals or entities that made certain political contributions. E.O. 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 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 Chapter 51 Review Unit, the Certification and Disclosure of Political Contributions form is valid for a two (2) year period. Thus, if a vendor receives approval on January 1, 2014, the certification expiration date would be December 31, 2015. 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/Executive Order 117 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.**

State Agency Instructions: Prior to the awarding of a contract, the State Agency should first send an e-mail to CD134@treas.nj.gov 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 Form

NOTE: *Please refer to pages 3 and 4 "USEFUL DEFINITIONS for the purposes of Chapter 51 and Executive Order 117" for guidance when completing the form.*

Part 1: BUSINESS ENTITY INFORMATION

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

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.

Business Type - Check the appropriate box that represents the vendor's type of business formation.

Listing of officers, shareholders, partners or members - Based on the box checked for the business type, provide the corresponding information. (A complete list must be provided.)

Part 2: DISCLOSURE OF CONTRIBUTIONS

Read the three types of political contributions that require disclosure and, if applicable, provide the recipient's information. The definition of "Business Entity/Vendor" and "Contribution" can be found on pages 3 and 4 of this form.

Name of Recipient - Enter the full legal name of the recipient.

Address of Recipient - Enter the recipient's street address.

Date of Contribution - Indicate the date the contribution was given.

Amount of Contribution - Enter the dollar amount of the contribution.

Type of Contribution - Select the type of contribution from the examples given.

Contributor's Name - Enter the full name of the contributor.

Relationship of the Contributor to the Vendor - Indicate the relationship of the contributor to the vendor. (e.g. officer or shareholder of the company, partner, member, 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.

Check the box under the recipient information if no reportable contributions have been solicited or made by the business entity. **This box must be checked if there are no contributions to report.**

Part 3: CERTIFICATION

Check Box A if the representative completing the Certification and Disclosure form is doing so on behalf of the business entity and all individuals and/or entities whose contributions are attributable to the business entity. **(No additional Certification and Disclosure forms are required if BOX A is checked.)**

Check Box B if the representative completing the Certification and Disclosure form is doing so on behalf of the business entity and all individuals and/or entities whose contributions are attributable to the business entity with the exception of those individuals and/or entities that submit their own separate form. For example, the representative is not signing on behalf of the vice president of a corporation, but all others. The vice president completes a separate Certification and Disclosure form. **(Additional Certification and Disclosure forms are required from those individuals and/or entities that the representative is not signing on behalf of and are included with the business entity's submittal.)**

Check Box C if the representative completing the Certification and Disclosure form is doing so on behalf of the business entity only. **(Additional Certification and Disclosure forms are required from all individuals and/or entities whose contributions are attributable to the business entity and must be included with the business entity submittal.)**

Check Box D when a sole proprietor is completing the Certification and Disclosure form or when an individual or entity whose contributions are attributable to the business entity is completing a separate Certification and Disclosure form.

Read the five statements of certification prior to signing.

The representative authorized to complete the Certification and Disclosure form must sign and print her/his name, title or position and enter the date.

State Agency Procedure for Submitting Form(s)

The State Agency should submit the completed and signed Two-Year Vendor Certification and Disclosure forms either electronically to: cd134@treas.nj.gov or regular mail at: Chapter 51 Review Unit, P.O. Box 230, 33 West State Street, Trenton, NJ 08625-0230. Original forms should remain with the State Agency and copies should be sent to the Chapter 51 Review Unit.

Business Entity Procedure for Submitting Form(s)

The business entity should return this form to the contracting State Agency.
The business entity can submit the Certification and Disclosure form directly to the Chapter 51 Review Unit only when:

- The business entity is approaching its two-year certification expiration date and is seeking certification renewal;
- The business entity had a change in its ownership structure; OR
- The business entity made any contributions during the period in which its last two-year certification was in effect, or during the term of a contract with a State Agency.

Questions & Information

Questions regarding the interpretation or application of Public Law 2005, Chapter 51 (N.J.S.A. 19:44A-20.13) or E.O. 117 (2008) may be submitted electronically through the Division of Purchase and Property website at:
https://www.state.nj.us/treas/purchase/eo134questions.shtml
Reference materials and forms are posted on the Political Contributions Compliance website at:
http://www.state.nj.us/treasury/purchase/execorder134.shtml

USEFUL DEFINITIONS for the purposes of Chapter 51 and Executive Order 117

- **"Business Entity/Vendor"** 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 civil union partner and any child residing with that person. [1]

- **"Officer"** means a president, vice president with senior management responsibility, secretary, treasurer, chief executive officer or chief financial officer of a corporation or any person routinely performing such functions for a corporation. Please note that officers of non-profit entities are excluded from this definition.

- **"Partner"** means one of two or more natural persons or other entities, including a corporation, who or which are joint owners of and carry on a business for profit, and which business is organized under the laws of this State or any other state or foreign jurisdiction, as a general partnership, limited partnership, limited liability partnership, limited liability company, limited partnership association, or other such form of business organization.

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

USEFUL DEFINITIONS for the purposes of Chapter 51 and Executive Order 117

- **"Contribution"** is a contribution, including an in-kind contribution, 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 or a currency contribution in any amount.

- **"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).

- **"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

State of New Jersey
Department of the Treasury

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

FOR STATE AGENCY USE ONLY

Solicitation, RFP, or Contract No._____ Award Amount_____

Description of Services _____

State Agency Name _____Contact Person _____

Phone Number _____Contact Email _____

☐ Check if the Contract / Agreement is Being Funded Using FHWA Funds

Please check if requesting recertification ☐

Part 1: Business Entity Information

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

Address _____

City _____ State _____Zip _____ Phone _____

Vendor Email_____ Vendor FEIN (SS# if sole proprietor/natural person)_____

Check off the business type and list below the required information for the type of business selected.
MUST BE COMPLETED IN FULL

- ☐ Corporation: LIST ALL OFFICERS and any 10% and greater shareholder
- ☐ Professional Corporation: LIST ALL OFFICERS and ALL SHAREHOLDERS
- ☐ Partnership: LIST ALL PARTNERS with any equity interest
- ☐ Limited Liability Company: LIST ALL MEMBERS with any equity interest
- ☐ Sole Proprietor

Note: "Officers" means 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.

All Officers of a Corporation or PC

_____
_____
_____
_____

10% and greater shareholders of a corporation or all shareholder of a PC

_____
_____
_____
_____

All Equity partners of a Partnership

_____
_____
_____
_____

All Equity members of a LLC

_____
_____
_____
_____

If you need additional space for listing of Officers, Shareholders, Partners or Members, please attach separate page.

IMPORTANT NOTE: You must review the definition of "contribution" and "business entity" on the Information and Instructions form prior to completing Part 2 and Part 3. The Information and Instructions form is available at: http://www.state.nj.us/treasury/purchase/forms.shtml#eo134

Part 2: Disclosure of Contributions by the business entity or any person or entity whose contributions are attributable to the business entity.

1. **Report below all contributions solicited or made during the 4 years immediately preceding the commencement of negotiations or submission of a proposal to any:**

   Political organization organized under Section 527 of the Internal Revenue Code and which also meets the definition of a continuing political committee as defined in N.J.S.A. **(See Information and Instructions form.)**

2. **Report below all contributions solicited or made during the 5 ½ years immediately preceding the commencement of negotiations or submission of a proposal to any:**

   Candidate Committee for or Election Fund of any Gubernatorial or Lieutenant Gubernatorial candidate
   State Political Party Committee
   County Political Party Committee

3. **Report below all contributions solicited or made during the 18 months immediately preceding the commencement of negotiations or submission of a proposal to any:**

   Municipal Political Party Committee
   Legislative Leadership Committee

Full Legal 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 _____

If this form is not being completed electronically, please attach additional contributions on separate page.
Click the "Add a Contribution" tab to enter additional contributions.

Remove Contribution

Add a Contribution

☐ **Check this box only if no political contributions have been solicited or made by the business entity or any person or entity whose contributions are attributable to the business entity.**

Part 3: Certification

(A) ☐ I am certifying on behalf of the business entity and all individuals and/or entities whose contributions are attributable to the business entity as listed on Page 1 under **Part 1: Vendor Information**.

(B) ☐ I am certifying on behalf of the business entity and all individuals and/or entities whose contributions are attributable to the business entity as listed on Page 1 under **Part 1: Vendor Information**, except for the individuals and/or entities who are submitting separate Certification and Disclosure forms which are included with this submittal.

(C) ☐ I am certifying on behalf of the business entity only; any remaining persons or entities whose contributions are attributable to the business entity (as listed on Page 1) have completed separate Certification and Disclosure forms which are included with this submittal.

(D) ☐ I am certifying as an individual or entity whose contributions are attributable to the business entity.

I hereby certify as follows:

1. **I have read the Information and Instructions accompanying this form prior to completing the certification on behalf of the business entity.**

2. **All reportable contributions made by or attributable to the business entity have been listed above.**

3. **The business entity has not knowingly solicited or made any contribution of money, pledge of contribution, including in-kind contributions, that would bar the award of a contract to the business entity unless otherwise disclosed above:**

a) Within the 18 months immediately preceding the commencement of negotiations or submission of a proposal for the contract or agreement to:

(i) A candidate committee or election fund of any candidate for the public office of Governor or Lieutenant Governor or to a campaign committee or election fund of holder of public office of Governor or Lieutenant Governor; OR
(ii) Any State, County or Municipal political party committee; OR
(iii)Any Legisative Leadership committee.

b) During the term of office of the current Governor or Lieutenant Governor to:

(i) A candidate committee or election fund of a holder of the public office of Governor or Lieutenant Governor; OR

(ii) Any State or County political party committee of the political party that nominated the sitting Governor or Lieutenant Governor in the last gubernatorial election.

c) Within the 18 months immediately preceding the last day of the sitting Governor or Lieutenant Governor's first term of office to:

(i) A candidate committee or election fund of the incumbent Governor or Lieutenant Governor; OR
(ii) Any State or County political party committee of the political party that nominated the sitting Governor or Lieutenant Governor in the last gubernatorial election.

4. **During the term of the contract/agreement the business entity has a continuing responsibility to report, by submitting a new Certification and Disclosure form, any contribution it solicits or makes to:**

(a) Any candidate committee or election fund of any candidate or holder of the public office of Governor or Lieutenant Governor; OR

(b) Any State, County or Municipal political party committee; OR
(c) Any Legislative Leadership committee.

The business entity further acknowledges that contributions solicited or made during the term of the contract/agreement may be determined to be a material breach of the contract/agreement.

5. **During the two-year certification period the business entity will report any changes in its ownership structure (including the appointment of an officer within a corporation) by submitting a new Certification and Disclosure form indicating the new owner(s) and reporting said owner(s) contributions.**

I certify that the foregoing statements in Parts 1, 2 and 3 are true. I am aware that if any of the statements are willfully false, I may be subject to punishment.

Signed Name _____ Print Name _____

Title/Position _____ Date _____

Procedure for Submitting Form(s)

The contracting State Agency should submit this form to the Chapter 51 Review Unit when it has been required as part of a contracting process. The contracting State Agency should submit a copy of the completed and signed form(s), to the Chapter 51 Unit and retain the original for their records.

The business entity should return this form to the contracting State Agency. The business entity can submit this form directly to the Chapter 51 Review Unit only when it -

- Is approaching its two-year certification expiration date and wishes to renew certification;
- Had a change in its ownership structure; OR
- Made any contributions during the period in which its last two-year certification was in effect, or during the term of a contract with a State Agency.

Forms should be submitted either electronically to: cd134@treas.nj.gov **, or regular mail at: Chapter 51 Review Unit, P.O. Box 230, 33 West State Street, Trenton, NJ 08625.**

ATTACHMENT #4
EVALUATION SCORE SHEET

Fort Monmouth Economic Revitalization Authority (FMERA)
Request for Proposals
Fort Monmouth Lodging Area Parcel RFOTP

Bidder:_____

Evaluator #:_____

Sample Score Sheet	Score 1-10 x	Weight =	Criterion Score
1. Purchase price [weight = 40]		40	
2. Estimated jobs to be created at or relocated to the parcel [weight = 5]		5	
3. Purchase term including due diligence period and time needed to obtain approvals as well as payment for such period [weight = 10]		10	
4. Proposed project capital investment [weight = 10]		10	
5. Potential Purchaser's financial capability to meet the proposed terms of purchase and project completion [weight = 10]		10	
6. Prior experience with the Potential Purchaser [weight = 5]		5	
7. Impact to host municipality [weight = 10]		10	
8. Also submitted proposal for Allison Hall Complex [weight = 5]		5	
9. Confirmation that the Potential Purchaser's proposed use complies with the Land Use Rules [weight = 5]		5	
Grand Total Score		100	