



**REQUEST FOR OFFERS TO PURCHASE**

**FOR**

**THE SALE OF REAL PROPERTY**

**Fort Monmouth  
Building 2719 – 16.9± Acre Office, Research & Development or  
Alternate Commercial, Open Space or Recreational Site  
Tinton Falls, New Jersey**

Issued by the

**FORT MONMOUTH ECONOMIC REVITALIZATION AUTHORITY**

Date Issued: April 11, 2019

**Responses due by 12:00 P.M. EST on June 10, 2019**

# REQUEST FOR OFFERS TO PURCHASE FOR THE SALE OF REAL 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.), 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 1 Economic Development Conveyance Agreement (“EDC Agreement”) between FMERA and the U.S. Army. Redevelopment of the property will be subject to the Fort Monmouth Reuse and Redevelopment Plan (the “Reuse Plan”), which operates as 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 serve as the zoning ordinance 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 Tinton Falls and Monmouth County development regulations, except for procedures for site plan and subdivision approval.

### 1.0 PURPOSE

The Authority is requesting offers to purchase (the “Offer”) from qualified individuals or entities (“Potential Purchaser(s)”) interested in purchasing a 16.9± acre parcel of land containing two buildings (Buildings 2719 and 2704), located on Satellite Drive in the Tinton Falls Reuse Area of the Fort (“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 neighboring parcel in response to the Pulse Power RFOTP, which would constitute a joint Offer that includes complementary uses. **However, please be on notice that the selected Potential Purchaser for the Property under this Building 2719 RFOTP may not be selected under the Pulse Power RFOTP.** Therefore, Potential Purchasers that submit Offers for the Building 2719 Property that are contingent on acquisition of the Pulse Power parcel are encouraged to submit an Offer that is not contingent on acquisition of the Pulse Power parcel. Please visit <http://www.fortmonmouthnj.com/bidding-opportunities/open-rfprfotps/> for the Pulse Power RFOTP.

The Authority is requesting Offers that are consistent with certain allowable uses set forth in FMERA’s Land Use Rules or for alternate uses, as more fully described in Section 1.4 below. **Please note that residential uses are specifically excluded.**

The Reuse Plan contemplates demolition of both buildings 2719 and 2704 for passive open space. Given that amendments to the Reuse Plan have substantially changed the land use plan for the Tinton Falls Reuse Area, FMERA will accept Offers that include the reuse or demolition of Building 2719, the demolition of Building 2704 and the redevelopment of the parcel for office/ research & development , alternate commercial or open space/recreational uses consistent with or complementing the planned uses in the area, but such Offers will require an amendment to the Reuse Plan. Regardless of the use(s) contemplated, all Offers must include adequate parking per FMERA’s Land Use Rules.

Offers that include the alternate uses of the Property as described more fully in Section 1.4 below will require an amendment to the Reuse Plan or a “use-type variance”. Any Reuse Plan amendment or “use-type” variance is subject to approval by the FMERA Board, in its sole discretion, in accordance with the Land Use Rules.

The Property will be sold “As Is – Where Is.”

**The minimum bid that FMERA will accept for the Property is Nine Hundred Fifteen Thousand (\$915,000.00) Dollars. Note that the Purchaser will also be responsible for funding certain off-site water and sewer infrastructure specified in Section 1.6 below.**

**In addition to a price proposal, the Offers must include a plan for the redevelopment of the Property for a one or more of the uses identified below.**

## **1.1 THE PROPERTY**



***Building 2719***

The Property consists of Buildings 2719 and 2704 on 16.9± acres of land which includes a 1.339± acre landfill Carve-out but excludes a 0.691± acre electrical substation out-parcel (“Out-parcel”). The Property is located in the Tinton Falls section of the Fort. Building 2719 is a one-story, special-purpose office building constructed in 2006, consisting of 6,574± sf of administrative offices and 2,448± sf of high bay garage space. Building 2704, also known as the Shake and Bake lab, is a 50-year-old, 6,226± sf former testing facility. Building 2719 and Building 2704 are contemplated for demolition to create passive open space as per the Reuse Plan, however FMERA is willing to consider the reuse of Building 2719 and alternate uses on the Property in place of or in addition to passive open space. However, as described above in Section 1.0, an Offer to reuse Building 2719 or demolish and redevelop the parcel for anything other than open space will require an amendment to the Reuse Plan.

The 0.691± acre Out-parcel includes a Jersey Central Power & Light Company (“JCP&L”) owned and operated electrical substation and additional electrical infrastructure that will not be conveyed with the Property. A 0.25± acre utility and access easement runs along the northeast corner of the Property, providing access to the Out-parcel from Satellite Drive between Watson Avenue and the Out-parcel, which must be maintained for use by JCP&L. An additional JCP&L easement exists to the north of the Property, as more fully described in Attachment #1 of this RFOTP.

In conjunction with the future redevelopment of the adjacent parcel, FMERA plans to construct a new roadway that will connect Pearl Harbor Road and Satellite Road. FMERA reserves the right to construct a retention or detention basin along the southwestern portion of the Property, adjacent to the future roadway, to accommodate future stormwater drainage. FMERA will require an access easement to the basin for the purpose of construction, installation and maintenance.

With the exception of the Carve-out Property, title to the Property is currently held by FMERA. The Army has completed a Finding of Suitability to Transfer, which documents the environmental suitability of the Property for transfer to FMERA consistent with Comprehensive Environmental Response, Compensation, and Liability Act (“CERCLA”) Section 120(h) and Department of Defense (DOD) policy. Pursuant to CERCLA, the Army retains 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.

Copies of the Army’s environmental reports relating to the Property can be found at [www.pica.army.mil/ftmonmouth/](http://www.pica.army.mil/ftmonmouth/).

Potential Purchasers 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 Rodenticide Act (“FIRA”), 7 U.S.C. § 136, et seq., and other applicable laws and regulations. If the selected Potential Purchaser 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, it would assume all responsibility and liability therefore.

The selected Potential Purchaser will be afforded the opportunity to review the Army's Finding of Suitability to Transfer and perform its own due diligence investigations prior to closing at its sole cost and expense.

The Army has conveyed title to the Property via quitclaim deed; accordingly, FMERA will also convey title to the Property to the selected Potential Purchaser via quitclaim deed. **FMERA is looking to accelerate closing and redevelopment of the Property to the extent possible. Accordingly, through its evaluation and scoring process, FMERA will give additional consideration to Potential Purchasers who commit to minimizing the time between submission of their Offers and closing on the Property.** See the Evaluation Score Sheet at Attachment #3 of this RFOTP.

## **1.2 CARVE-OUT PROPERTY**

The Carve-out Property is a 1.339± acre portion of a delineated landfill that the Army will convey to FMERA upon completion of remediation to CERCLA standards. Conveyance of the Carve-out Property will follow the may be some time after conveyance of the 15.561± acre balance of the Property. The Reuse Plan envisions that the landfill Carve-out Property will be utilized for passive recreational uses, including multi-purpose trails.

Title to the Carve-out Property is currently held by the Army, and FMERA is the contract purchaser through the DOD-approved EDC Agreement with the Army. The Army has developed a plan for the closure of the landfill. The plan for the landfill will be funded and implemented by the Army to CERCLA standards and is expected to include the cutting and clearing of all vegetation; grading of the site; application, compacting and grading of 2 feet of certified clean soil; and planting of vegetation. Upon completion of the closure and subsequent transfer of the landfill to FMERA, Environmental Deed Restrictions will be recorded to delineate future use, maintenance, monitoring and reporting requirements. FMERA will provide any reports or information on the Carve-out Property as made available by the Army via addenda to this RFOTP. The Army maintains responsibility for long term monitoring and maintenance for the landfill, including installation, sampling, and maintenance of monitoring wells if/as needed; routine inspection of cover and stabilization materials; maintenance of cover and stabilization materials, including along stream banks or other bodies of water; completion and submission of biennial reviews to the NJDEP; and completion of five-year reviews under CERCLA to evaluate the protectiveness of the remedy. Long-term monitoring, operation and maintenance obligations will be the responsibility of the Army until such action is no longer needed.

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 Carve-out Property outside of the delineated and capped landfill as of the date of closing with FMERA. Subject to the Army's prior approval, the selected Potential Purchaser will be afforded the opportunity to perform due diligence investigations on the Carve-out Property prior to closing at its sole cost and expense.

Potential Purchasers are hereby notified that registered pesticides may have been applied to the Carve-out 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 Rodenticide Act (“FIRA”), 7 U.S.C. § 136, et seq., and other applicable laws and regulations. If the Purchaser takes any action with regard to the Carve-out 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, it would assume all responsibility and liability therefore.

Copies of the Army’s environmental reports relating to the Carve-out Property can be found at [www.pica.army.mil/ftmonmouth/](http://www.pica.army.mil/ftmonmouth/).

### **1.3 PERSONAL PROPERTY**

Consistent with federal Base Realignment and Closure (“BRAC”) law, FMERA may opt to sell the remaining furniture, fixtures and equipment located within the Property by public auction prior to closing. Any such furniture, fixtures and equipment remaining after completion of the auction(s) will be conveyed along with the Property in as-is where-is condition.

Note that the circular metal shed known as a Dymaxion Deployment Unit (DDU) that FMERA is temporarily storing in Building 2719’s parking lot is not part of the Property and will be removed by FMERA prior to closing.

FMERA reserves the right to retain certain utility equipment (including but not limited to transformers, electric distribution equipment, utility poles, generators, and pumping stations) that may be present on the Property and that FMERA deems necessary to provide interim or permanent utility service to the Fort. Utility easements will be established upon formal survey of the Property.

### **1.4 DEVELOPMENT OF THE PROPERTY**

FMERA seeks to sell the Property to a Potential Purchaser who will use the Property for the allowable uses under the Reuse Plan, or for an alternate use as described below. The Reuse Plan contemplates the demolition of Buildings 2719 and 2704 for passive open space. FMERA will allow either reuse or demolition of Building 2719. Building 2704 must be demolished by the Purchaser at its sole cost and expense. FMERA will accept Offers for either office/R&D, or an alternate commercial use consistent with or complementing the planned uses in the area, which include an array of commercial and light assembly uses. FMERA will not accept Offers that propose the majority of the site be used for warehouse use. Any proposed warehouse uses should be ancillary and limited to less than 25% of the existing or future usable square footage. Additionally, FMERA will not accept Offers that propose heavy industrial uses, other commercial uses that emit potentially disruptive sounds or substances, or temporary or short-term residential facilities with the exception of assisted living/nursing home facilities. FMERA will also consider Offers calling for open space and/or recreational uses. One possible option is to incorporate Building 2719 into a complementary project with the neighboring parcel containing the Pulse Power Building. Please see the Pulse Power RFOTP available on FMERA’s website for more

information. **However, please be on notice that the selected Potential Purchaser for the Property under this Building 2719 RFOTP may not be selected under the Pulse Power RFOTP.** Therefore, Potential Purchasers that submit Offers for the Building 2719 Property that are contingent on acquisition of the Pulse Power parcel are also encouraged to submit an Offer that is not contingent on acquisition of the Pulse Power parcel.

The Property is in the Tinton Falls Mixed-Use Technology Office / R & D Business Campus development district in the Land Use Rules. This district allows for office/research and institutional uses in a campus-like setting.

The Reuse Plan also envisions the creation of a multi-purpose trail on the western portion of the Property running from the southern boundary of the Property and through a 3.25± acre wetlands area to the Property's northern boundary, as further described in Attachment #1 of this RFOTP. The selected Potential Purchaser shall be required to design and construct the multi-purpose trail to be located on the Property, at the selected Potential Purchaser's sole cost and expense, and provide for public access.

Please note, where a proposed development is determined by FMERA to be inconsistent with the Reuse Plan and the land uses in the Land Use Rules, FMERA shall require the adoption of either a Reuse Plan amendment or a "use-type" variance prior to approval of the application for development. 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.

## **1.5 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 EDC Agreement 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 located in the Tinton Falls Reuse Area*

FMERA acquired the former Patterson Hospital from the Army and sold it to AcuteCare Health System in March 2014. AcuteCare renovated the 100,000-sf building for use as an outpatient health clinic. The facility opened in the 1<sup>st</sup> Quarter of 2015 and has recently added 81 senior-living units to the property.



*AcuteCare's renovated facility in the Oceanport Reuse Area*

FMERA acquired Building 2525 in Tinton Falls from the Army and sold it to RADAR Properties in February 2016. RADAR is leasing approximately 30,000 square feet of the building to Aaski



Technology, Inc., a defense contractor and communications engineering firm, and sold the remaining portion of the building to J. F. Kiely, a family of companies offering extensive construction and engineering services.



***Building 2525 in Tinton Falls, home of Aaski Technology***

FMERA acquired the former Building 2290 in Tinton Falls from the Army as part of the Phase I EDC and sold it to Trinity Hall Corporation in March 2016. Trinity Hall renovated the 19,600-sf 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. The school received approvals in January 2018 for its Phase 2 expansion, a two-story edition, which is currently in development and will include new classrooms, office and administrative space, a multipurpose room, a chapel, and a new entrance lobby.



*Building 2290 in Tinton Falls, Trinity Hall*

**Last year, the New Jersey Economic Development Authority and FMERA executed an agreement with Robert Wood Johnson/Barnabas Health for the development of a new health care campus of up to 2 million square feet in the Tinton Falls section of the Fort. Located northwest of Building 2719 on Pearl Harbor Avenue, this proposed project is planned to break ground in early 2020.**

In November 2016, FMERA acquired title to Fort Monmouth’s Main Post from the Army, and shortly after, FMERA sold 117 historic housing units adjacent to Barker Circle to RPM Development, which is renovating the units as for-sale and rental housing. Units came on the market in summer 2018. Additional recently sold properties include historic Russel Hall to Tetherview, Fort Monmouth Fitness Center to FM Partners, the Firehouse in Tinton Falls to Commvault, and the former Fort Monmouth Chapel to Triumphant Life Church.

To date, FMERA is currently under contract or in negotiations with developers for the sale or lease of twenty-one other parcels. Another six parcels, ranging from individual buildings to large land tracts, will be advertised in the first half of the year.

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

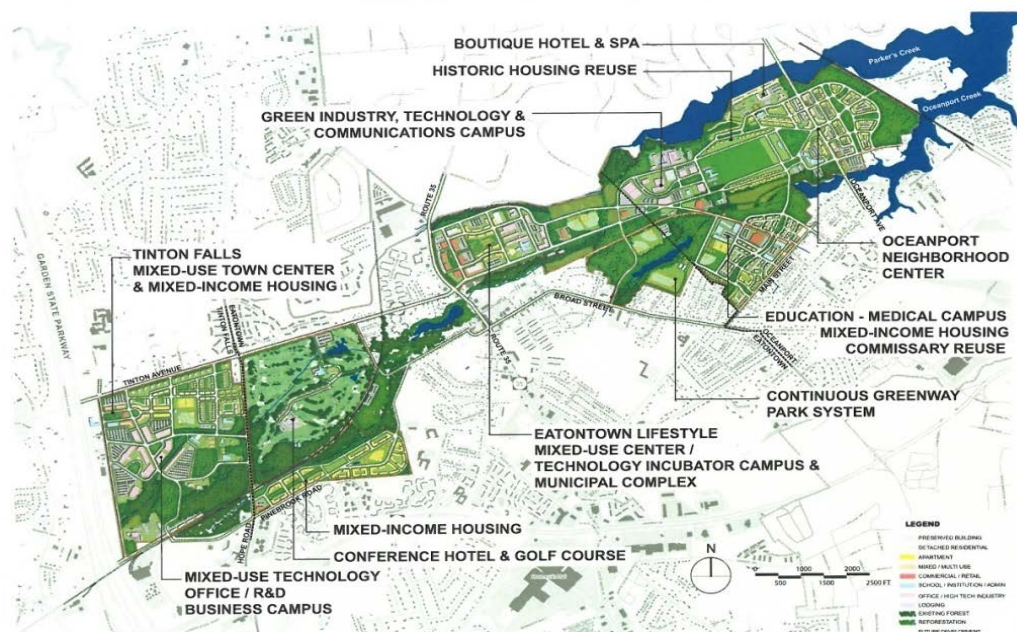
- 1,585 housing units, with over 4,000 new residents
- 300,000 sf of non-profit, civic, government and educational uses
- 500,000 sf of retail space
- 2,000,000 sf of office, research & development and other commercial uses
- 2,000,000 sf of health care and related uses

Total development costs are estimated at \$2 billion, generating over 10,000 permanent jobs.

Fort amenities are anticipated to include:

- preservation of over 40% of the Fort's land area as recreational and passive open space
- creation of a system of bicycle lanes, pedestrian paths and 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 from the Garden State Parkway via a new interchange (completed 2017)

In addition to the above, the Fort plans to be home to universities, a performing arts center/theater, artist live/work space, microbreweries and restaurants, a golf course, a bowling alley and a marina, among other amenities.



*Fort Monmouth's 20-Year Concept Plan as depicted in 2007 Reuse Plan*

## 1.6 UTILITIES

The Potential Purchaser is responsible for establishing an account with New Jersey Natural Gas Company. Electric power, water and sanitary sewer service are currently inactive and are not provided to the Property. The selected Potential Purchaser will be responsible to bring sewer, electric and water to the Property and to make any needed improvements or upgrades to utility infrastructure within the footprint of the Property. **The selected Potential Purchaser, at its sole cost and expense, will be required to connect to a water source located within approximately 1,200 linear ft, and establish metered electric service with Jersey Central Power & Light Company to their specifications. The selected Potential Purchaser, at its sole cost and expense, will also be required to design and install an approximately 500 ft sanitary line from**

**the facility to an existing off-site collection point.** Potential Purchasers should take these obligations into consideration when determining their offer price for the Property.

A successful Potential Purchaser proposing a development that requires more utility service than the former use of the building will also be expected to contribute toward off-site improvements to the extent required by their proposed development.

## **1.7 ACCESS**

FMERA will grant any reasonably necessary easements for access from the Property to currently existing public roads. Purchaser, at its sole cost and expense, will be responsible for upgrades and improvements to Satellite Road, which is intended to be dedicated as a future public right of way.

## **1.8 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 rate imposed under the New Jersey Sales and Use Tax Act.

The Purchase and Sale & Redevelopment Agreement between FMERA and the selected Potential 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.

## **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 Potential Purchaser shall also be subject to prevailing wage requirements. Additionally, any infrastructure improvements installed by the Potential Purchaser on FMERA-owned property or within public rights of way shall also be subject to prevailing wage obligations.

## 2.1 ADDITIONAL TERMS OF SALE

Pursuant to FMERA's Land Use Rules, all purchaser 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 contain 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 pertaining to the Property and/or building(s) are available for the review by Potential Purchaser(s) at [www.pica.army.mil/ftmonmouth/](http://www.pica.army.mil/ftmonmouth/). Interested Potential Purchasers may also make copies of certain paper documents held by FMERA during normal business hours. **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. A copy of digital files will also be available upon request without charge. Limited materials and documents will be available for review and inspection during the tour referred to in Section 3.0 below.

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

## 4.0 TOURS

Walk-through tours will commence on April 15, 2019 at 10:00 A.M. The last day to request a walk-through tour of the Property is May 29, 2019 at 4:00 P.M. Please schedule a walk-through tour by contacting Regina McGrade at [rmcgrade@njeda.com](mailto:rmcgrade@njeda.com) or 732-720-6350.

## **5.0 OFFER SUBMISSION**

**Five (5) copies** of the Offer (one (1) unbound, original; three (3) bound copies and one (1) copy in PDF format on a CD or flash drive) 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

**Offers must be received by June 10, 2019 at 12:00 P.M. Eastern Standard Time.**

**Offers must be received by June 10, 2019 at 12:00 P.M., Eastern Standard Time (EST). Offers may be delivered via an overnight service (FedEx or UPS) to 100 Barton Avenue, Oceanport, NJ 07757.**

**Hand delivered Offers must be received at the FMERA Offices located at 502 Brewer Avenue (a.k.a. Caren Franzini Way), within the former Fort Monmouth Army Post by June 10, 2019 at 12:00 P.M. EST. Access to the FMERA Staff Office is via County Route 537. Enter the Fort from either Route 35 in Eatontown or Oceanport Avenue in Oceanport.**

**For USPS mail delivery, please mail to FMERA, P.O. Box 267, Oceanport, NJ 07757. All USPS mail deliveries must be received by June 10, 2019 at 12:00 P.M. EST.**

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

**Offers will be publicly opened on June 10, 2019 at 12:30 P.M. at the FMERA Offices located at 502 Brewer Avenue (a.k.a. Caren Franzini Way), Oceanport, NJ, on the former Fort Monmouth Army Post.**

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

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

The Authority also may seek to obtain business terms that better suit the interests of the Authority and the redevelopment plans for Fort Monmouth, price and other factors considered, by negotiating

with the Potential Purchasers(s) that submit the best Offer(s) in accordance with the evaluation criteria set forth in this RFOTP. The Authority reserves the right to exclude from negotiations any and/or all Offers received based on the initial submissions. Negotiations with a Potential Purchaser will not preclude the Authority from negotiating with other Potential Purchasers unless the Authority has entered into an exclusive negotiating period with a Potential Purchaser in accordance with rule N.J.A.C. 19:31C-2.16.

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

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

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 the Potential Purchaser or the Potential Purchaser's representatives concerning this RFOTP are **NOT** permitted during the term of the submission and evaluation process. Communications regarding this RFOTP in any manner (except as set forth in Section 4 above and Section 7 below or negotiations initiated by the Authority) **will result in the immediate rejection** of the Potential Purchaser's Offer.

## **6.0 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, a joint venture or a governmental entity. The cover letter must 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. **The minimum bid that FMERA will accept for the Property is Nine Hundred Fifteen Thousand (\$915,000.00) Dollars. Note that the Purchaser will also be responsible for funding certain off-site water and sewer infrastructure specified in Section 1.6 above.**
- 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 & sale and redevelopment agreement (“PSARA”) with FMERA being fully negotiated and signed by the Potential 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](mailto: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.** State your proposed capital investment and list your financial(s) and committed resources evidencing the Potential Purchaser’s financial ability to meet the financial requirements of the proposed redevelopment plan. **Please note that if a Potential Purchaser fails to provide detailed and specific information in support of its Financing Plan, and FMERA is unable to evaluate Potential Purchaser’s financial capability to meet the proposed terms of purchase and project completion using the information provided in the Offer and publicly available information, its Offer may receive a score as low as zero in category #5 of the Evaluation Score Sheet at Attachment #3 of this RFOTP.**



- 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 FMERA’s 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 total number of other projects of similar size completed by the Potential Purchaser.
- h. **Jobs Generation.** Provide an estimated number of construction jobs and permanent jobs (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 jobs creation number based on this estimate which will be a condition of the 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 Activities in Iran.** A completed and signed Disclosure of Investment Activities in Iran form.

## 7.0 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/Standard Time on May 29, 2019. Questions should be directed via e-mail to:

[sgiberson@njeda.com](mailto:sgiberson@njeda.com)

All answers to questions posed will be posted on the Authority website at [www.fortmonmouthnj.com](http://www.fortmonmouthnj.com) and/or through an addendum (if any) to this RFOTP made available to all Potential Purchasers at the Authority website.

## 8.0 COMPLIANCE WITH STATE LAW REQUIREMENTS

### 8.1 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;

(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; and

(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 RFOTF 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 intended Potential Purchaser, prior to award, or during the term of the retention agreement. If the State Treasurer determines that any contribution or action by the Potential Purchaser violated Chapter 51 or EO 117 the State Treasurer shall disqualify the Potential Purchaser from award of such contract. If the State Treasurer or his designees determines that any contribution or action constitutes a breach of contract that poses a conflict of interest, pursuant to Chapter 51 and EO 117, the State Treasurer shall disqualify the Potential Purchaser from award of such contract.

**Please refer to Attachment #2 for copies of the 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.

## **8.2 Prevailing Wage Requirement**

Prevailing wage will apply only to the extent that a project includes “public work” as that term is defined in 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 Potential Purchaser shall also be subject to prevailing wage requirements. Additionally, any infrastructure improvements installed by the Potential Purchaser on FMERA-owned property or within public rights of way shall also be subject to prevailing wage obligations.

## **8.3 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 #2 must be completed and submitted by each Potential Purchaser with its Proposal.

## **8.4 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.
- (b) 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.
- (c) 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.

(d) 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.

(e) 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.

(f) 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.

## 8.5 Record Retention

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

## 9.0 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; impact to host municipality; prior experience with the Potential Purchaser; whether the Potential Purchaser has also submitted a responsive offer on the Pulse Power parcel; and whether the proposed use is consistent with the Reuse Plan and complies with FMERA's Land Use Rules. Attachment #3 contains the proposed evaluation score sheet and weightings.

**Please be on notice that the selected Potential Purchaser for the Property under this RFOTP may not be selected under the Pulse Power RFOTP.** Therefore, Potential Purchasers that submit Offers for the Property that are contingent on acquisition of the Pulse Power parcel are encouraged to also submit Offers for the Property that are not contingent on acquisition of the Pulse Power parcel.

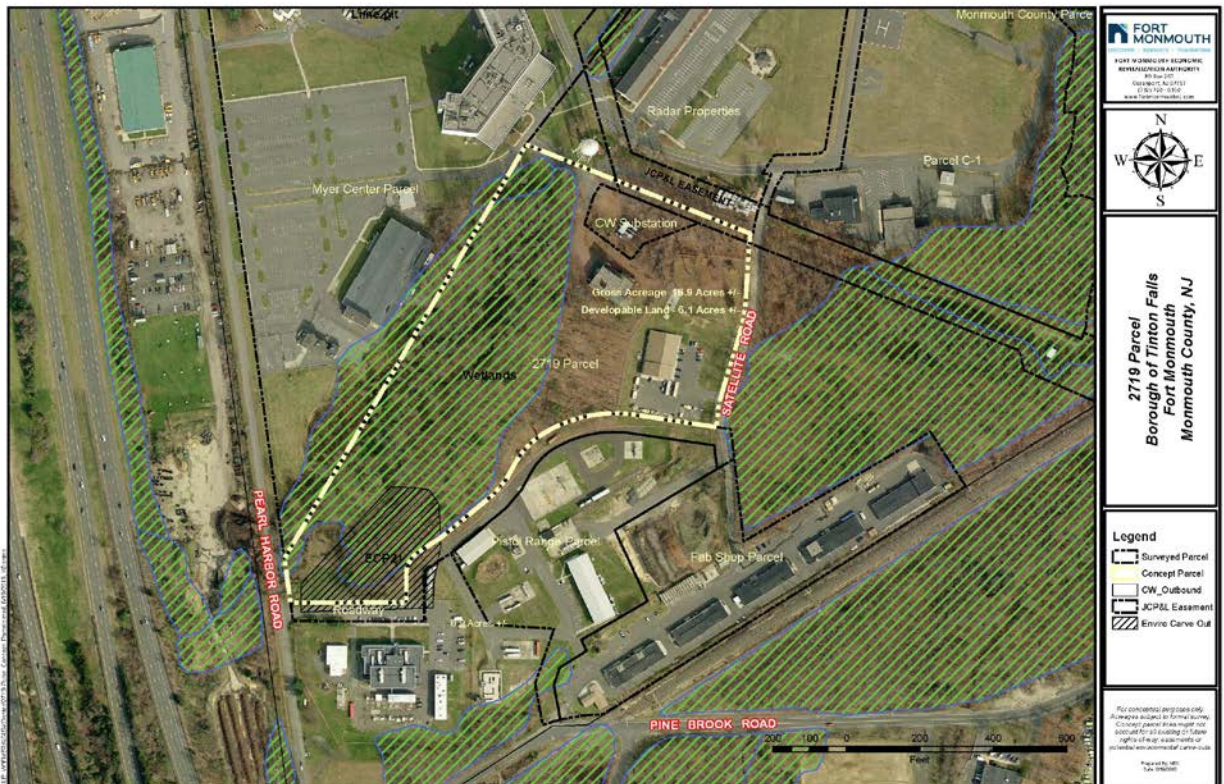
Potential Purchasers must be prepared to commit to their job creation estimate in the PSARA. FMERA is looking to accelerate closing and redevelopment to the extent possible. FMERA shall be under no obligation whatsoever, legal or otherwise, to sell or convey the Property, or any interest in it, unless and until a Purchase and Sale Agreement and Redevelopment Agreement (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

Building 2719 was completed in 2006 and consists of 6,574± sf of administrative space and a 2,448± sf high-bay garage on a 16.9± acre parcel. The Property also includes Building 2704, a 50-year old, 6,226± sf testing facility known as the Shake & Bake lab, which the Army used to test prototypes. Building 2704 must be demolished by the selected Purchaser. The Property is located on Satellite Drive, south of the electric substation and north of the Pistol Range. Building 2719 and the Pulse Power Building are situated only a few hundred feet apart, and FMERA anticipates these sites will be connected via a new access drive running west to Pearl Harbor Avenue.

The Carve-out Property is 1.339± acres of land containing a portion of an Army-owned landfill. The wetlands area is 3.25± acres of land contemplated for reuse as open space and a multi-purpose trail. The JCP&L Out-parcel is 0.691± acres of land containing an electrical substation that will not be conveyed with the Property. To the east of the Out-parcel, is a 0.25± acre JCP&L access easement. JCP&L owns an additional easement along the northern boundary of the Property.





**ATTACHMENT #2  
REQUIRED FORMS**

**ATTACHMENT #3  
EVALUATION SCORE SHEET**

**Fort Monmouth Economic Revitalization Authority (FMERA)  
Request for Proposals  
Fort Monmouth Building 2719 RFOTF**

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

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

<u>Sample Score Sheet</u>	<u>Score 0-10</u> x	<u>Weight</u> =	<u>Criterion</u> <u>Score</u>
1. Purchase price [weight = 30]		<b>30</b>	
2. Estimated jobs to be created at or relocated to the parcel – the focus is on permanent jobs [weight = 15]		<b>15</b>	
3. Purchase term including due diligence period and time needed to obtain approvals as well as payment for such period [weight = 15]		<b>15</b>	
4. Proposed project capital investment [weight = 10]		<b>10</b>	
5. Potential Purchaser(s) financial capability to meet the proposed terms of purchase and project completion [weight = 10]		<b>10</b>	
6. Prior experience with the Potential Purchaser [weight = 5]		<b>5</b>	
7. Impact to host municipality [weight = 10]		<b>10</b>	
8. Also submitted responsive proposal for Building 2719 [weight = 5]		<b>5</b>	
<b>Grand Total</b>		<b>100</b>	