



REQUEST FOR OFFERS TO PURCHASE

FOR

THE SALE OF REAL PROPERTY

**Fort Monmouth
Pulse Power Building – 6.9± Acre Office, Research & Development
or Alternate Commercial 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 an approximately 6.9± acre parcel of land containing four buildings (Buildings 2707, 2708, 2709, and 2710,) totaling approximately 31,837 gsf, located at Pearl Harbor Avenue and Pinebrook Road in the Tinton Falls Reuse Area of the Charles Wood 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 containing Building 2719 in response to the Building 2719 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 RFOTP may not be selected under the Building 2719 RFOTP.** Therefore, Potential Purchasers that submit Offers for the Pulse Power Property that are contingent on acquisition of the Building 2719 parcel are also encouraged to submit an Offer that is not contingent on acquisition of the Building 2719 parcel. The parcels containing Pulse Power & Building 2719 will be connected by a planned future roadway running from Pearl Harbor Avenue along the northern boundary of the Pulse Power parcel to Satellite Drive. Please visit <http://www.fortmonmouthnj.com/bidding-opportunities/open-rfprfotps/> for the Building 2719 RFOTP.

The Authority is requesting Bids 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 1.3 below.

Please note that residential uses are specifically excluded.

The Reuse Plan contemplates the renovation and reuse of the 26,476 gsf Pulse Power building for office or research & development use. FMERA will accept Offers that include office or research & development uses, as envisioned in the Reuse Plan, or the demolition and redevelopment of the Pulse Power building for alternate commercial 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 1.3 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 purchase price proposal that FMERA will accept for the Property is One Million Two Hundred and Four Thousand (\$1,204,000.00) Dollars.

1.1 THE PROPERTY



Building 2707, Pulse Power

The Property consists of approximately 6.9± acres of land and 31,837 gsf of administrative and R&D buildings located in the Tinton Falls section of the Fort. Pulse Power, Building 2707, is a two-story, 26,476 sf special purpose building constructed in 1988, consisting of 15,690 sf of administrative offices and 10,786 sf of dry lab and testing space. The latter space is divided between two high-bay areas with ceiling heights of approximately 50 ft. Pulse Power is contemplated for renovation and reuse as per the Reuse Plan. The remaining outbuildings, 2708, 2709, and 2710, may be renovated or demolished. However, as described above in Section 1.0, an Offer that entails the Potential Purchaser's demolition of Pulse Power (Building 2707) will require an amendment to the Reuse Plan.

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.

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 purchase offers and closing on the Property. See the Evaluation Score Sheet at Attachment #3 of this RFOTP.**

1.2 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 in as-is where-is condition.

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.

1.3 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 continued research & development use at the Pulse Power building. 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 industrial 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 unless such temporary or short-term residential facilities are assisted living and/or nursing home facilities. FMERA will also allow for the demolition and redevelopment of the parcel. **Please note that residential uses are specifically excluded.** One possible option is to incorporate Pulse Power into a combined project with the nearby parcel containing Building 2719. Please see the Building 2719 Parcel RFOTP available on FMERA's website for more information. **However, please be on notice that the selected Potential Purchaser for the Pulse Power Property under this RFOTP may not be selected under the Building 2719 RFOTP.** Therefore, Potential Purchasers that submit Offers for the Pulse Power Property that are contingent on acquisition of the Building 2719 parcel are also encouraged to submit an Offer that is not contingent on acquisition of the Building 2719 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.

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.

1.4 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 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 1st 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 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 immediately north of the Pulse Power Building 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 went on the market in early 2018. Additional recently sold properties include historic Russel Hall to Tetherview, Fort Monmouth Fitness Center to FM Partners, and the former Fort Monmouth Chapel to Triumphant Life Church.

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 this year.

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

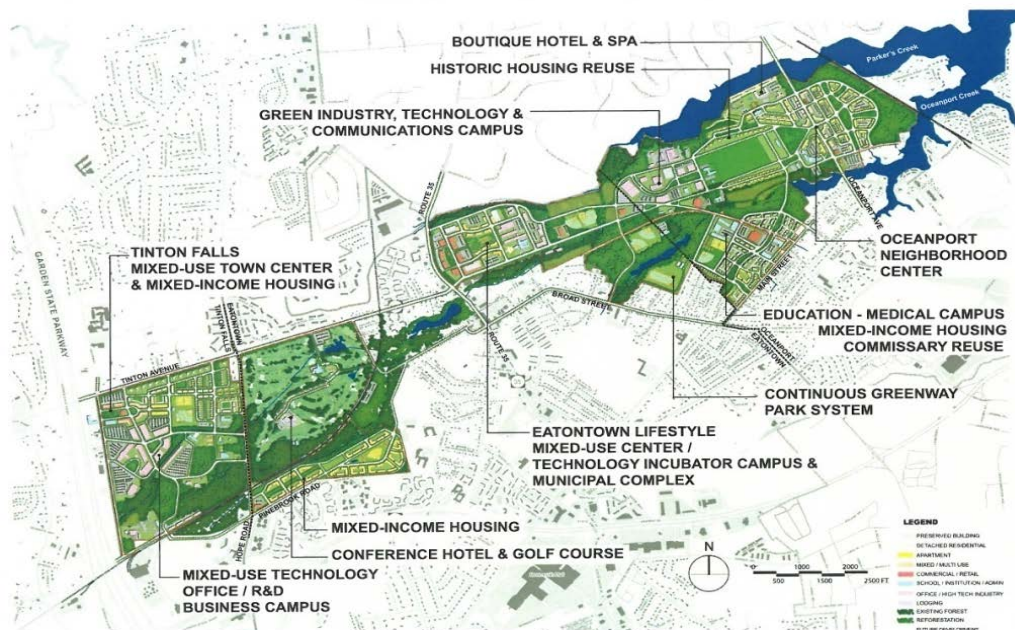
- 1,585 housing units, with over 4,000 new residents
- 300,000 sf of non-profit, civic, government and educational uses
- 500,000 sf of retail space
- 2,000,000 sf of office, research & development and other commercial uses
- 2,000,000 sf of health care facilities

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 to the Garden State Parkway via a new interchange (completed 2017)

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



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

1.5 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 main located adjacent to the Property in Pearl Harbor Avenue, 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 approximate 1,500 foot sanitary line from the facility to an existing off-site location.** Potential Purchasers should take these requirements 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.

1.6 ACCESS

FMERA will grant any reasonably necessary easements for access from the Property to currently existing public roads.

1.7 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 and the Optional Property within its boundaries, the Potential Purchaser and any tenants operating a retail business on the Property or the Optional Property will apply to be a certified retail vendor.

1.8 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.

1.9 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 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 4.1(h) below for additional information regarding job creation requirements.

2.0 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/. 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.

3.0 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 or 732-720-6350.

4.0 OFFER SUBMISSION

Five (5) copies of the Offer (one (1) unbound, original; three (3) bound copies and one (1) copy in PDF format on a CD 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 5 below or negotiations initiated by the Authority) **will result in the immediate rejection** of the Potential Purchaser's Offer.

4.1 OFFER REQUIREMENTS

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

- a. **Cover Letter.** A letter identifying the Offer and disclosing the documentation included. The Potential Purchaser must indicate the name and contact information for the individual who will be its senior contract person for its Offer. The Potential Purchaser must also indicate whether the firm is operating as an individual proprietorship, partnership, corporation, 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 purchase price proposal that FMERA will accept for the Property is One Million Two Hundred and Four Thousand (\$1,204,000.00) Dollars.

- 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 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 an Offer 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 the Potential 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.

5.0 QUESTIONS AND ANSWERS

The Authority will also accept questions from firms regarding any aspect of this RFOTP via e-mail only until 5:00 p.m. Eastern Daylight/Standard Time on May 29, 2019. Questions should be directed via e-mail to:

sgiberson@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.

6.0 COMPLIANCE WITH STATE LAW REQUIREMENTS

6.1 Chapter 51, Executive Order No. 117 And Executive Order No. 7

In order to safeguard the integrity of State government, including the Authority, procurement by imposing restrictions to insulate the negotiation and award of State and Authority contracts from political contributions that pose the risk of improper influence, purchase of access, or the appearance thereof, the Legislature enacted P.L. 2005, c. 51 (codified at N.J.S.A. 19:44A-20.13 – 25) (“Chapter 51”), on March 22, 2005, effective retroactive October 15, 2004, superseding the terms of Executive Order No. 134. In addition, on September 24, 2008, Governor Corzine issued Executive Order No. 117, effective on November 15, 2008 (“EO 117”) setting forth additional limitations on the ability of Executive Branch agencies to contract with consultants who have made or solicited certain contributions. Governor Christie issued Executive Order No. 7 on January 20, 2010 (“EO 7”), and effective the same day, setting forth additional limitations on the ability of Executive Branch agencies to contract with consultants who have made or solicited certain contributions. Pursuant to the requirements of Chapter 51, EO 117, and EO 7 the terms and conditions set forth in this section are material terms of this engagement: 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 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 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.

6.2 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.

6.3 Certification of Non-Involvement in Prohibited Activities in Iran

Pursuant to N.J.S.A. 52:32-58, all Offers 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 Offer.

6.4 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.

6.5 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.

7.0 EVALUATION CRITERIA

FMERA will evaluate each Offer received in accordance with this RFOTP and shall identify the Offer(s) determined to be responsive to all material elements set forth in the notice, including, but not limited to: purchase price; estimated 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 Building 2719 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 Building 2719 RFOTP. Therefore, Potential Purchasers that submit Offers for the Property that are contingent on acquisition of the Building 2719 parcel are encouraged to also submit Offers for the Property that are not contingent on acquisition of the Building 2719 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 them, 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.

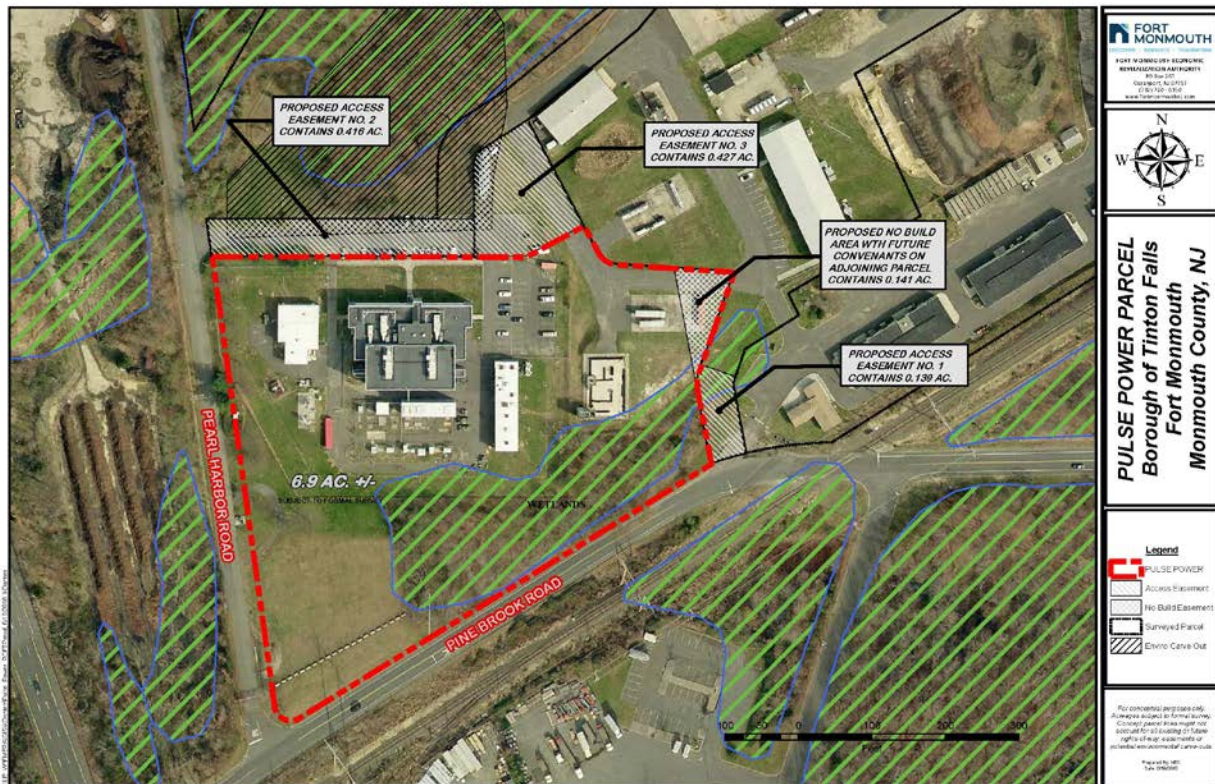
ATTACHMENT #1

Description of Property

The Pulse Power Building, also known as Building 2707, is a circa 1988 special purpose facility consisting of approximately 15,690 sf of administrative offices and 10,786 sf of dry lab and testing space. The latter space is divided between two high-bay areas with ceiling heights of 50 ft. Situated on the corner of Pearl Harbor Avenue and Pinebrook Road, the approximately 6.9± acre parcel is visible from and readily accessible via Parkway Exit 105.

There are three remaining outbuildings located on the Property, which were previously used for utility service and storage. Building 2708, approximately 3,600 sf; Building 2709, approximately 1,536 sf; and Building 2710, approximately 225 sf may be reused or demolished.

The Pulse Power Building and Building 2719 are situated only a few hundred feet apart and will be connected via a new access drive running west to Pearl Harbor Avenue. Access to the site will be provided via 3rd party easements.



ATTACHMENT #2
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.

Public Law 2005, Chapter 51 and Executive Order 117 (2008)

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.

¹Contributions 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.		
<table border="1"><tr><td>Remove Contribution</td></tr><tr><td>Add a Contribution</td></tr></table>	Remove Contribution	Add a Contribution
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 Legislative 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 #3
EVALUATION SCORE SHEET

Fort Monmouth Economic Revitalization Authority (FMERA)
Request for Offers to Purchase
Fort Monmouth Pulse Power RFOTP

Potential Purchaser: _____

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]		30	
2. Estimated jobs to be created at or relocated to the parcel – the focus is on permanent jobs [weight = 15]		15	
3. Purchase term including due diligence period and time needed to obtain approvals as well as payment for such period [weight = 15]		15	
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 responsive Offer for Building 2719 parcel [weight = 5]		5	
Grand Total		100	