



ADDENDUM # 4

July 12, 2019

**REQUEST FOR SEALED BIDS
FOR
THE SALE OF REAL PROPERTY**

**Telecommunications Tower & Land
Oceanport, New Jersey**

Issued by the

FORT MONMOUTH ECONOMIC REVITALIZATION AUTHORITY

Date Issued: June 10, 2019

Responses due by 12:00 P.M. EST on July 24, 2019

***THIS ADDENDUM #4 is being issued in response to questions submitted
online**

Questions & Answers

Q: *[Paraphrased for clarity]* I reviewed the [New Jersey Local Public Contracts Law and Regulation Reference Manual](#) With Related and Supporting Information (N.J.S.A. 40A:11-1 et seq. and N.J.A.C. 5:34 Current as of April 1, 2014) and my understanding is that NJ state law 40A:11-24 specifies (below) that deposit from bidders who are not awarded the bid in real property are to have their bid security deposit returned within 10 days after bid opening.

Please let me know if this NJ law is consistent with your understanding and intent.

A: Fort Monmouth Economic Revitalization Authority is an independent State authority. The Local Public Contracts Law and Regulation Reference Manual cited is therefore not applicable to FMERA, per N.J.S.A. 40A:11-2(c), referenced below.

40A:11-2. Definitions

As used herein the following words have the following definitions, unless the context otherwise indicates:

(1) "Contracting unit" means:

(a) Any county; or

(b) Any municipality; or

(c) Any board, commission, committee, authority or agency, which is not a State board, commission, committee, authority, except as provided pursuant to P.L.2013, c.4, or agency, and which has administrative jurisdiction over any district other than a school district, project, or facility, included or operating in whole or in part, within the territorial boundaries of any county or municipality which exercises functions which are appropriate for the exercise by one or more units of local government, including functions exercised in relation to the administration and oversight of a tourism district located in a municipality in which authorized casino gaming occurs, and which has statutory power to make purchases and enter into contracts awarded by a contracting agent for the provision or performance of goods or services...

Q: The existing tower compound includes a landscaped perimeter. Please provide detail on what additional landscaping is being requested.

A: Potential Purchasers are expected to maintain the Property and FMERA recommends the inclusion of appropriate landscaping in accordance with the Land Use Rules & Regulations.

Q: Is it FMERA's intent that the entire 0.58 ac parcel be fenced (including the access road); and if so, what type of fence is requested?

A: The existing fence should be maintained for security and safety purposes. The entire area is not required to be fenced.

Q: If the entire 0.58 ac is being fenced in, why does the access road need to be paved? The existing road condition seems sufficient for the cell tower facility since it will be dedicated to only the cell tower use.

A: Per previous answer, the entire area will not be fenced. Per the requirements of RFB, the access road must be improved and maintained, including paving. This is a condition of the sale and transfer.

Q: Is a gate required where the driveway meets Murphy Drive (so public access is restricted to the 0.58 ac)?

A: A gate is not required.

Q: Is pass-through access required for the building north of the tower, or will that driveway be abandoned?

A: The driveway is to be abandoned.

Q: A fence or trees along the driveway may potentially interfere with service access and utility clearance for the existing utility poles. Is utility company access required along the driveway?

A: Utility company access is required, however, fencing along the driveway is not required.

Q: For the Bid Deposit, will FMERA accept a bid bond in lieu of cash deposit?

A: No, FMERA will only accept a cash deposit, per the terms of the RFB.

Q: If available, please provide the breakdown of the \$4,100 monthly rent for last available month:

1) Base rent under 2a of Omnipoint lease

2) Additional rent of subleases under 8b of Omnipoint lease (sublease revenue share)

A: 1) \$2,828.48

2) \$1,269.44

Q: Does FMERA have any verification of the sublease gross revenue share – copy of sublease, certified rent roll, or other audit of sublease rent? What is the escalation index of the sublease rent?

A: FMERA does not have sublease rent information available. This information was not required to be provided by the Lessee under the terms of the Army agreement.

Q: Can FMERA please provide a rent history? Two years minimum would be helpful.

A: See chart below.

Cell Tower Rent History

7/1/2019	\$ 4,097.92
6/1/2019	\$ 4,097.92
5/1/2019	\$ 4,097.92
4/1/2019	\$ 4,097.92
3/1/2019	\$ 4,097.92
2/1/2019	\$ 4,097.92
1/1/2019	\$ 4,097.92
12/1/2018	\$ 4,097.92
11/1/2018	\$ 4,097.92
10/1/2018	\$ 4,345.39
9/1/2018	\$ 4,000.37
8/1/2018	\$ 3,865.68
7/1/2018	\$ 3,865.68
6/1/2018	\$ 3,865.68
5/1/2018	\$ 3,865.68
4/1/2018	\$ 3,865.68
3/1/2018	\$ 3,865.68
2/1/2018	\$ 3,865.68
1/1/2018	\$ 3,865.68
12/1/2017	\$ 3,865.68
11/1/2017	\$ 3,865.68
10/1/2017	\$ 3,834.32
9/1/2017	\$ 3,891.34
8/1/2017	\$ 3,706.04

Q: We request that this category be replaced with similar prior experience or prior experience operating towers on governmental properties.

Since the existing tower appears to be the only commercial tower with FMERA jurisdiction, the existing tower owner, as bidder, has an unfair scoring advantage.

A: This is FMERA’s standard scoring criteria and will not be altered after the issuance of the RFB. Negative or positive experience may influence overall score and therefore, may not be advantageous. Any interactions with potential purchasers prior to proposal submission will be considered.

Q: Will the FMERA agree to include a non-competition provision – FMERA will not compete with the tower facility or lease to the tower’s existing tenant’s, thereby causing a loss of revenue to buyer?

A: No, FMERA will not include a non-compete provision, however, FMERA's Reuse Plan does not call for additional cell towers on the Fort. The remaining, existing water towers on the Fort are either slated for demolition in the near term or prohibited from adding telecommunications to the tower if intended to remain.

Q: There is currently an existing communications tower lease on the same property that is the subject of the bid and the lease expires on September 11, 2030. Section 1 of the RFB states that the RFB is being issued subject to the lease and that the lease will be assigned to the future owner of the Property. However, when reviewing the Purchase and Sale Agreement we did not see any provision expressly stating that at closing Seller shall deliver a separate assignment agreement assigning its rights as landlord in the lease to the Purchaser. We are requesting that language be added to the Purchase and Sale Agreement providing for such assignment agreement to be entered into as part of the closing on the property. If an assignment agreement form needs to be attached to the PSA, we could provide such a form for your consideration.

A: FMERA intends to assign the Lease to the Purchaser per the following clause: *"WHEREAS, FMERA is conveying the Property to Purchaser subject to the Lease and its multiple term options, and FMERA will assign the Lease to Purchaser under the terms and conditions stipulated in the Lease."* FMERA will provide a short form assignment agreement at the time of transfer, however, the form PSA will not be altered at this time.