

REQUEST FOR OFFERS TO PURCHASE

FOR

THE SALE OF REAL PROPERTY

Fort Monmouth Marina

Issued by the

FORT MONMOUTH ECONOMIC REVITALIZATION AUTHORITY

Date Issued: October 25, 2013

Responses due by 12:00 P.M. EST on January 27, 2014

REQUEST FOR OFFERS TO PURCHASE FOR THE SALE OF REAL PROPERTY

Summary

The Fort Monmouth Economic Revitalization Authority (“FMERA” or the “Authority”), pursuant to P.L. 2010, c.10 (N.J.S.A. 52:27I-18 et seq.), is responsible for the efficient redevelopment and reuse of Fort Monmouth. In furtherance of its mission, FMERA is hereby seeking offers to purchase from individuals or entities to acquire property that will be sold by the Authority. This request for offers to purchase (RFOTP) is being issued under the Authority rules for the sale of real & personal property that have been published in the New Jersey Register (N.J.A.C 19:31C-2) as well as the Memorandum of Agreement (MOA) between FMERA and the US Army. The successful Potential Purchaser as defined below shall be subject to the terms and provisions of the aforementioned rules and MOA. Redevelopment of the property will be subject to the land use regulations and design and development guidelines, which have been adopted by the Authority.

1.0 PURPOSE AND SCOPE OF SERVICES

The Authority is requesting offers to purchase (the “offer”) from qualified individuals, or entities (the “Potential purchaser”) interested in purchasing a 3.9 acre parcel of land and buildings currently located on the Main Post of Fort Monmouth. The Marina is a 3.9 acre parcel located at Oceanport and Riverside Avenues in the 400 area of the Oceanport Reuse Area. The property consists of a 71-slip marina and boat launch ramp on Oceanport Creek, a 2,600 sf boat house (Building 450) constructed in 1986, two circa-1939 administrative buildings (Buildings 498 and 499) totaling 3,263 sf, a 218sf utility building (Building 201) and associated off-street parking.

Upon transfer the property will be in Oceanport, NJ. The parcel map can be found in ATTACHMENT #1 of this RFOTP. The Authority is requesting proposals that are consistent with the Fort Monmouth Reuse and Redevelopment Plan and the Authority’s Adopted Land Use Rules. The Reuse Plan contemplates a marina/public boat ramp/restaurant on the property with the reuse of the existing marina building number 450. Buildings 498, 499, and 201 are planned to be demolished. Pursuant to the Land Use Rules, the property is within the Horseneck Center Development District and permitted principle uses of that district are: Residential Low Density (for adaptive reuse of certain buildings); Residential Medium Density; Mixed-use (within 500’ of Oceanport Avenue); Retail (within 500’ of Oceanport Avenue); Hospitality (limited to the area north of Allen Avenue); Office/Research; Institutional Civic; and Open Space/Recreation.

The purchase agreement between the Authority and the successful Potential Purchaser shall be subject to the terms and conditions of the June 25, 2012, Memorandum of Agreement between the US Army and FMERA. The Authority will convey title to the successful Potential Purchaser by way of a quit claim deed.

1.2 THE PROPERTY

The property consists of 3.9 acres of land and four (4) buildings: Buildings 450; 498; 499, and 201. Building 450 could be planned for reuse and Buildings 498 and 499 are planned for demolition. The successful Potential Purchaser will be responsible for demolishing buildings 498, 499, and 201 at its sole cost and expense.

Title to the Property is currently held by the U.S. Army. FMERA is the contract purchaser through a June 25, 2012 Memorandum of Agreement with the Army. FMERA will take title to the Property upon receipt of environmental clearances. The clearances will take the form of the Army's Finding of Suitability to Transfer and No Further Action letters from the New Jersey Department of Environmental Protection where Areas of Concern were identified. Pursuant to The Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA), the Army will retain responsibility for any environmental contamination (other than non-friable asbestos, lead-based paint and commercially-applied pesticides and termiticides) that may be present on the Property as of the date of closing with FMERA. The selected Potential Purchaser will be afforded the opportunity to perform due diligence investigations prior to closing at its sole cost and expense.

In addition, the parcel contains a former pesticide storage and mixing area. Soils were remediated to Non-Residential Direct Contact Soil Cleanup Criteria, however, some pesticides remain at levels above residential but below non-residential levels. Therefore a deed notice will be associated with the title to the property. A delineation was performed and is shown in ATTACHMENT #2.

Bidders are hereby notified that registered pesticides may have been applied to the balance of 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 successful bidder takes any action with regard to the property, including demolition of structures or any disturbance or removal of soil that may expose, or cause a release of, a threatened release of, or an exposure to, any such pesticide, they would assume all responsibility and liability therefore.

The Army will convey title by quitclaim deed; accordingly, FMERA will transfer title to the selected Potential Purchaser by quitclaim deed. Title will be fee simple, free and clear of all liens and insurable at regular rates. FMERA will assign the Tidelands License for the 71 slip marina.

FMERA anticipates that the selected Potential Purchaser may be required to install off-site improvements to extend trunk lines for water, sewer, and power to the Property at the selected Potential Purchaser's sole cost and expense.

1.3 DEVELOPMENT OF THE PROPERTY

FMERA seeks to sell the Property to a Potential Purchaser who will develop the property in accordance with the 2008 Fort Monmouth Reuse & Redevelopment Plan (Reuse Plan) and Plan Amendment #1, available at www.fortmonmouthredevelopment.com, and FMERA's Land Use Regulations (Regulations). The Regulations are intended to promote flexibility in connection with the implementation of the Reuse Plan, but not to supersede it; all development within the Fort shall be consistent with the Reuse Plan. Where a proposed development is determined by FMERA to be inconsistent with the Reuse Plan, 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.

1.4 PREVAILING WAGE REQUIREMENT

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

1.5 AFFORDABLE HOUSING

Offers that propose residential development on the Property must also include a commitment that the Potential Purchaser will comply with any and all legally imposed affordable housing requirements, including but not limited to setting aside twenty (20%) percent of the housing units developed on the Property as affordable housing. These units shall be affordable to low- and moderate-income households as determined by New Jersey law. Where feasible, the affordable units should be interspersed with the market-rate units. While FMERA encourages the use of Low Income Housing Tax Credits (LIHTCs) as part of Potential Purchasers' funding mix, FMERA will reject any Offer that seeks to make the closing of title contingent on the Potential Purchaser's receipt of LIHTCs.

2.0 PUBLIC INSPECTION OF DOCUMENTS

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

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

immediately upon the Potential Purchaser's submission of its offer and the release of such information by the Potential Purchaser to a third party shall only be made with the written approval of the Authority.

3.0 TOURS

Walk through tours of the property will commence on November 6, 2013 at 10:00 A.M. All requests for a walk through tour of the property must be received by 5:00 P.M., January 10, 2013. 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) 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 January 27, 2014 at 12:00 P.M. Eastern Standard Time (EST)

Proposals must be received by January 27, 2014 at 12:00 P.M., (EST). Proposals may be delivered via an overnight service (FedEx or UPS) to 100 Barton Avenue, Oceanport, NJ 07757.

Hand delivered proposals must be received at FMERA 502 Brewer Avenue, Fort Monmouth, Oceanport by January 27, 2014 at 12:00 P.M. EST. Access to the FMERA Staff Office is via the Fort Monmouth Main Gate located on the west side of Oceanport Avenue, Oceanport.

For US mail delivery, please mail to FMERA, P.O, Box 267, Oceanport, NJ 07757. All US mail deliveries must be received by 12:00 P.M., January 27, 2014.

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

Proposals will be publically opened on January 27, 2014 at 12:30 P.M. at the Authority Offices located at 502 Brewer Avenue, Fort Monmouth, Oceanport, NJ 07757.

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

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

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

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

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

Documents and information submitted in response to this RFOTP shall become property of the Authority and generally shall be available to the general public as required by applicable law, including the New Jersey Open Public Meetings Act, N.J.S.A. 10:4-1 et seq., the New Jersey Open Public Records Act, N.J.S.A. 47:1A-1 et seq. and New Jersey right-to-know laws.

Communications with representatives of the Authority by the Potential Purchaser or the Potential Purchaser's representatives concerning this RFOTP are **NOT** permitted during the term of the submission and evaluation process. Communications regarding this RFOTP in any manner (except as set forth in Section 3 above and Section 5 below or negotiations initiated by the Authority) **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 or a joint venture. The cover letter should also indicate the state of incorporation of the Potential Purchaser.

- b. **Price Submittal.** A signed document stating the proposed purchase price. The Potential Purchaser shall indicate its anticipated demolition cost (and remediation cost, if any) for Buildings 498, 499 and 201 and confirm that its proposed purchase price is net of this cost. Identify any closing contingencies and specify the time period required to complete due diligence and satisfy any closing contingencies.
- c. **Offer Deposit.** A payment of five (5%) percent of the purchase price offered by the Potential Purchaser which shall be held in an interest bearing account as an initial deposit and applied to the purchase for the accepted Offer, and returned to all others. An additional deposit of ten (10%) percent of the offer price shall be payable to the Authority on the earlier of:
 - i. FMERA and the potential purchaser entering into an exclusive negotiating period in accordance with N.J.A.C. 19:31C-2.16; or
 - ii. a purchase agreement with FMERA being fully negotiated and signed by the purchaser. The initial deposit and the additional deposit shall be applied to the purchase price at closing.

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

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

- d. **Conceptual Redevelopment Plan.** A conceptual redevelopment plan, including an elevation sketch, showing the general site or other improvements, if any at the Property as well as their estimated costs and the manner in which such improvements shall comply with the requirements of the Reuse Plan as amended and the land-use rules that have been adopted by the Authority.
- 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 Potential Purchaser's redevelopment plan.
- f. **Schedule of Critical Paths.** A detailed summary of construction schedules, time to complete purchase and estimated leasing and/or resale timeframe. Please note that the FMERA land-use rules contain a procedural section that outlines the site plan application and approval process.
- g. **Management & Organizational Plan.** A detailed summary of management and experience, organizational chart, as well as total number of other projects of similar size completed by the Potential Purchaser.

- h. Jobs Generation.** Provide an estimated number of construction jobs and permanent jobs (new to New Jersey) to be created at the Property.

5.0 QUESTIONS AND ANSWERS

The Authority will also accept questions from firms regarding any aspect of this RFOTP via e-mail only until 5:00 p.m. Eastern Standard Time on January 10, 2013. Questions should be directed via e-mail to:

rharrison@njeda.com

All answers to questions posed will be posted on the Authority website at www.fortmonmouthredevelopment.com and/or through an addendum (if any) to this RFOTP made available to all potential bidders at the Authority website

6.0 COMPLIANCE WITH STATE LAW REQUIREMENTS

6.1

Chapter 51, Executive Order No. 117 and Executive Order No. 7.

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

I. Definitions:

For the purpose of this section, the following shall be defined as follows:

(a) **Contribution** means a contribution reportable as a recipient under The New Jersey Campaign Contributions and Expenditures Reporting Act. @ P.L. 1973, c. 83 (C.19:44A-1 et seq.), and implementing regulations set forth at N.J.A.C. 19:25-7 and N.J.A.C. 19:25-10.1 et seq. Contributions in excess of \$300 during a reporting period are deemed "reportable" under these laws.

(b) **Business Entity** means any natural or legal person, business corporation, professional services corporation, Limited Liability Company, partnership, limited partnership, business trust,

association or any other legal commercial entity organized under the laws of New Jersey or any other state or foreign jurisdiction. The definition of a business entity includes:

(i) all principals who own or control more than 10 percent of the profits or assets of a business entity or 10 percent of the stock in the case of a business entity that is a corporation for profit, as Appropriate and for a for profit entity, the following:

(1) in the case of a corporation: the corporation, any officer of the corporation, and any Person or business entity that owns or controls 10% or more of the stock of the corporation;

(2) In the case of a general partnership: the partnership and any partner;

(3) In the case of a limited partnership: the limited partnership and any partner;

(4) In the case of a professional corporation: the professional corporation and any shareholder or officer;

(5) In the case of a limited liability company: the limited liability company and any member;

(6) In the case of a limited liability partnership: the limited liability partnership and any partner;

(7) In the case of a sole proprietorship: the proprietor; and

(8) In the case of any other form of entity organized under the laws of this State or any other state or foreign jurisdiction: the entity and any principal, officer, or partner thereof;

(ii) Any subsidiaries directly or indirectly controlled by the business entity;

(iii) any political organization organized under section 527 of the Internal Revenue Code that is directly or indirectly controlled by the business entity, other than a candidate committee, election fund, or political party committee; and

(iv) if a business entity is a natural person, that person's spouse or civil union partner, or child residing in the same household provided, however, that, unless a contribution made by such spouse, civil union partner, or child is to a candidate for whom the contributor is entitled to vote or to a political party committee within whose jurisdiction the contributor resides unless such contribution is in violation of section 9 of Chapter 51.

(v) Any labor union, labor organization, and any political committee formed by a labor union or labor organization if one of the purposes of the political committee is to make political contributions.

II. Breach of Terms of Chapter 51, EO 117 and EO 7 is a breach of this engagement:

It shall be a breach of the terms of this engagement for the Business Entity to do any of the following:

- (a) Make or solicit a contribution in violation of the Chapter 51, EO 117 and EO 7;
- (b) Knowingly conceal or misrepresent a contribution given or received;
- (c) Make or solicit contributions through intermediaries for the purpose of concealing or misrepresenting the source of the contribution;
- (d) make or solicit any contribution on the condition or with the agreement that it will be contributed to a campaign committee or any candidate of holder of the public office of Governor, or of Lieutenant Governor, or to any State, county or municipal party committee, or any legislative leadership committee;
- (e) engage or employ a lobbyist or consultant with the intent or understanding that such lobbyist or consultant would make or solicit any contribution, which if made or solicited by the business entity itself, would subject that entity to the restrictions of Chapter 51, EO 117 and EO 7;
- (f) Fund contributions made by third parties, including consultants, attorneys, family members, and employees;
- (g) Engage in any exchange of contributions to circumvent the intent of the Chapter 51, EO 117 or EO 7; or
- (h) directly or indirectly through or by any other person or means, do any act which would subject that entity to the restrictions of the Chapter 51, EO 117 and EO 7.

III. Certification and disclosure requirements:

- (a) The State or the Authority shall not enter into a contract to procure from any Business Entity services or any material, supplies or equipment, or to acquire, sell or lease any land or building, where the value of the transaction exceeds \$17,500, if that Business Entity has solicited or made any contribution of money, or pledge of contribution, including in-kind contributions to a candidate committee and/or election fund of any candidate for or holder of the public office of Governor or Lieutenant Governor, or to any State, county political party, or to a legislative leadership or municipal political party, committee during certain specified time periods.
- (b) Prior to entering any contract with any Business Entity, the Business Entity proposed as the Potential Purchaser under the contract shall submit the Certification and Disclosure form, certifying that no contributions prohibited by Chapter 51 have been solicited or made by the Business Entity and reporting all contributions the Business Entity made during the preceding four years to any political organization organized under 26 U.S.C. 527 of the Internal Revenue

Code that also meets the definition of a continuing political committee within the mean of N.J.S.A. 19:44A-3(n) and N.J.A.C. 19:25-1.7. The required form and instructions for completion and submission to the Authority at the time of submission of an offer in response to the RFOTP are available for review on the Purchase Bureau website at <http://www.state.nj.us/treasury/purchase/forms.htm#eo134>

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

(d) Potential Purchaser's failure to submit the required forms will prevent FMERA from entering into a Purchase and Sale Agreement with the Potential Purchaser. The State Treasurer or his designee shall review the Disclosures submitted by the Potential Purchaser pursuant to this section, as well as any other pertinent information concerning the contributions or reports thereof by the intended Potential Purchaser, prior to award, or during the term of the retention agreement. If the State Treasurer determines that any contribution or action by the Potential Purchaser violated Chapter 51 or EO 117 the State Treasurer shall disqualify the Potential Purchaser from award of such contract. If the State Treasurer or his designees determines that any contribution or action constitutes a breach of contract that poses a conflict of interest, pursuant to Chapter 51 and EO 117, the State Treasurer shall disqualify the Potential Purchaser from award of such contract.

Please refer to ATTACHMENT #3 for copies of the Chapter 51/Executive Order 117 Vendor Certification and Disclosure of Political Contributions form and instructions. Failure to submit the attached Chapter 51/Executive Order 117 Vendor Certification and Disclosure of Political Contributions form shall be cause for rejection of your firm's offer. The Potential Purchaser selected to provide services to the Authority shall maintain compliance with Chapter 51, EO 117 and EO 7 during the term of their engagement.

6.2 Ownership Disclosure. The Ownership Disclosure addresses the requirements of N.J.S.A. 52:25-24.2, and for any contract it must be completed and submitted with the offer. The contract is not completed unless and until the Ownership Disclosure is properly completed and accepted. The form can be downloaded from the Department of the Treasury website under the heading Vendor Forms: <http://www.state.nj.us/treasury/purchase/forms.htm#eo134>. A copy of the Ownership Disclosure Form is attached hereto as ATTACHMENT #3

6.3 Affirmative Action Supplement with Affirmative Action Employee Information Report. Affirmative Action Supplement with Affirmative Action Employee Information Report addresses the requirements of N.J.S.A. 10:5-31 to -34 and N.J.A.C. 17:27.3.1 et seq., and for any contract must be completed and submitted with the offer. The contract is not completed unless and until the form is properly completed and accepted. The forms can be downloaded from the Department of the Treasury website under the heading Vendor Forms: <http://www.state.nj.us/treasury/purchase/forms.htm#eo134>. A copy of the Affirmative Action Supplement with Affirmative Action Employee Information Report is attached hereto as ATTACHMENT #3.

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

7.0 EVALUATION CRITERIA.

FMERA will evaluate each offer received in accordance with this RFOTP and shall identify the offer(s) determined to be responsive to all material elements set forth in the notice, including, but not limited to: purchase price; estimated jobs to be created at or relocated to the parcel; purchase term including due diligence period as well as payment for such period; proposed project capital investment; potential purchaser(s) financial capability to meet the proposed terms of purchase and project completion; future use of the property; impact to host municipality, and confirmation that the potential purchaser's proposed use is consistent with the Reuse Plan and complies with the FMERA land-use regulations.

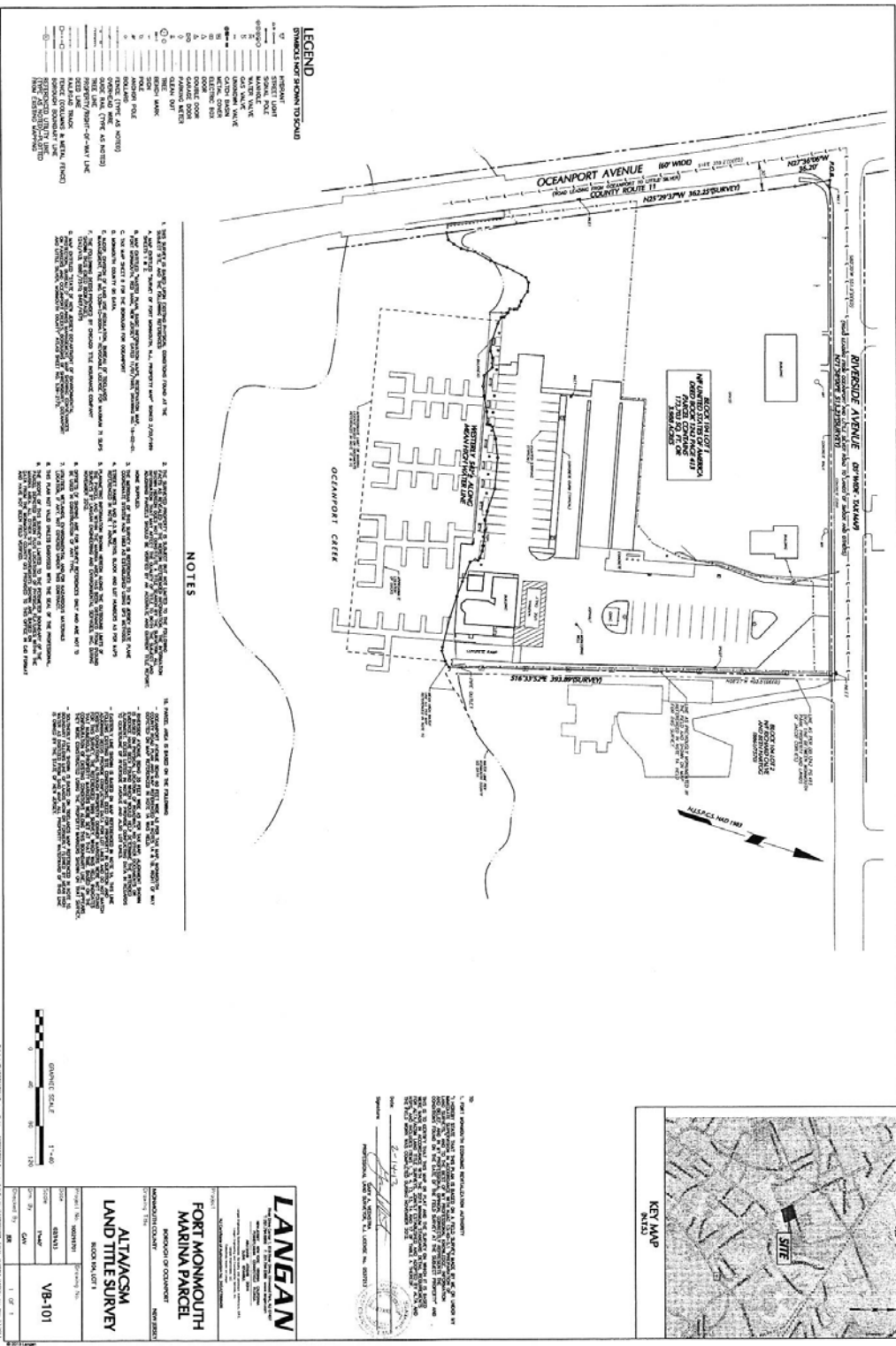
FMERA shall be under no obligation whatsoever, legal or otherwise, to sell or convey the Property or any interest in the Property unless and until an Agreement for Purchase and Sale is fully negotiated with a Potential Purchaser and approved for execution by the FMERA Board of Members in its sole and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

ATTACHMENT #1
Description of Property

Property consists of a 3.9 acre parcel of land and buildings currently located on the Main Post of Fort Monmouth. The Marina is a 3.9 acre parcel located at Oceanport and Riverside Avenues in the 400 area of the Oceanport Reuse Area. The property consists of a 71-slip marina and boat launch ramp on Oceanport Creek, a 2,600 sf boat house (Building 450) constructed in 1986, two circa-1939 administrative buildings (Buildings 498 and 499) totaling 3,263 sf, a utility building (Building 201) and associated off-street parking.



ATTACHMENT #2
SURVEY - PESTICIDE SPILL DELINEATION

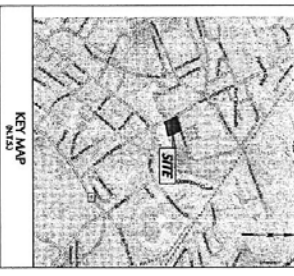


LEGEND
SYMBOLS NOT SHOWN TO SCALE

1	PROPOSED
2	EXISTING
3	EXISTING
4	EXISTING
5	EXISTING
6	EXISTING
7	EXISTING
8	EXISTING
9	EXISTING
10	EXISTING
11	EXISTING
12	EXISTING
13	EXISTING
14	EXISTING
15	EXISTING
16	EXISTING
17	EXISTING
18	EXISTING
19	EXISTING
20	EXISTING
21	EXISTING
22	EXISTING
23	EXISTING
24	EXISTING
25	EXISTING
26	EXISTING
27	EXISTING
28	EXISTING
29	EXISTING
30	EXISTING
31	EXISTING
32	EXISTING
33	EXISTING
34	EXISTING
35	EXISTING
36	EXISTING
37	EXISTING
38	EXISTING
39	EXISTING
40	EXISTING
41	EXISTING
42	EXISTING
43	EXISTING
44	EXISTING
45	EXISTING
46	EXISTING
47	EXISTING
48	EXISTING
49	EXISTING
50	EXISTING
51	EXISTING
52	EXISTING
53	EXISTING
54	EXISTING
55	EXISTING
56	EXISTING
57	EXISTING
58	EXISTING
59	EXISTING
60	EXISTING
61	EXISTING
62	EXISTING
63	EXISTING
64	EXISTING
65	EXISTING
66	EXISTING
67	EXISTING
68	EXISTING
69	EXISTING
70	EXISTING
71	EXISTING
72	EXISTING
73	EXISTING
74	EXISTING
75	EXISTING
76	EXISTING
77	EXISTING
78	EXISTING
79	EXISTING
80	EXISTING
81	EXISTING
82	EXISTING
83	EXISTING
84	EXISTING
85	EXISTING
86	EXISTING
87	EXISTING
88	EXISTING
89	EXISTING
90	EXISTING
91	EXISTING
92	EXISTING
93	EXISTING
94	EXISTING
95	EXISTING
96	EXISTING
97	EXISTING
98	EXISTING
99	EXISTING
100	EXISTING

NOTES

1. THIS SURVEY IS BASED ON THE RECORDS OF THE PLAT BOOKS OF THE COUNTY OF OCEANPORT, NEW JERSEY, AND THE RECORDS OF THE COUNTY OF OCEANPORT, NEW JERSEY, AND THE RECORDS OF THE COUNTY OF OCEANPORT, NEW JERSEY.
2. THE SURVEY IS BASED ON THE RECORDS OF THE PLAT BOOKS OF THE COUNTY OF OCEANPORT, NEW JERSEY, AND THE RECORDS OF THE COUNTY OF OCEANPORT, NEW JERSEY, AND THE RECORDS OF THE COUNTY OF OCEANPORT, NEW JERSEY.
3. THE SURVEY IS BASED ON THE RECORDS OF THE PLAT BOOKS OF THE COUNTY OF OCEANPORT, NEW JERSEY, AND THE RECORDS OF THE COUNTY OF OCEANPORT, NEW JERSEY, AND THE RECORDS OF THE COUNTY OF OCEANPORT, NEW JERSEY.
4. THE SURVEY IS BASED ON THE RECORDS OF THE PLAT BOOKS OF THE COUNTY OF OCEANPORT, NEW JERSEY, AND THE RECORDS OF THE COUNTY OF OCEANPORT, NEW JERSEY, AND THE RECORDS OF THE COUNTY OF OCEANPORT, NEW JERSEY.
5. THE SURVEY IS BASED ON THE RECORDS OF THE PLAT BOOKS OF THE COUNTY OF OCEANPORT, NEW JERSEY, AND THE RECORDS OF THE COUNTY OF OCEANPORT, NEW JERSEY, AND THE RECORDS OF THE COUNTY OF OCEANPORT, NEW JERSEY.
6. THE SURVEY IS BASED ON THE RECORDS OF THE PLAT BOOKS OF THE COUNTY OF OCEANPORT, NEW JERSEY, AND THE RECORDS OF THE COUNTY OF OCEANPORT, NEW JERSEY, AND THE RECORDS OF THE COUNTY OF OCEANPORT, NEW JERSEY.
7. THE SURVEY IS BASED ON THE RECORDS OF THE PLAT BOOKS OF THE COUNTY OF OCEANPORT, NEW JERSEY, AND THE RECORDS OF THE COUNTY OF OCEANPORT, NEW JERSEY, AND THE RECORDS OF THE COUNTY OF OCEANPORT, NEW JERSEY.
8. THE SURVEY IS BASED ON THE RECORDS OF THE PLAT BOOKS OF THE COUNTY OF OCEANPORT, NEW JERSEY, AND THE RECORDS OF THE COUNTY OF OCEANPORT, NEW JERSEY, AND THE RECORDS OF THE COUNTY OF OCEANPORT, NEW JERSEY.
9. THE SURVEY IS BASED ON THE RECORDS OF THE PLAT BOOKS OF THE COUNTY OF OCEANPORT, NEW JERSEY, AND THE RECORDS OF THE COUNTY OF OCEANPORT, NEW JERSEY, AND THE RECORDS OF THE COUNTY OF OCEANPORT, NEW JERSEY.
10. THE SURVEY IS BASED ON THE RECORDS OF THE PLAT BOOKS OF THE COUNTY OF OCEANPORT, NEW JERSEY, AND THE RECORDS OF THE COUNTY OF OCEANPORT, NEW JERSEY, AND THE RECORDS OF THE COUNTY OF OCEANPORT, NEW JERSEY.



LANGAN
LAND TITLE SURVEY
ALTMACSM
FORT MONMOUTH
MARINA PARCEL
BLOCK 80, LOT 1

DATE: 11/11/11
BY: [Signature]
PROFESSIONAL LAND SURVEYOR, LICENSE NO. 10000

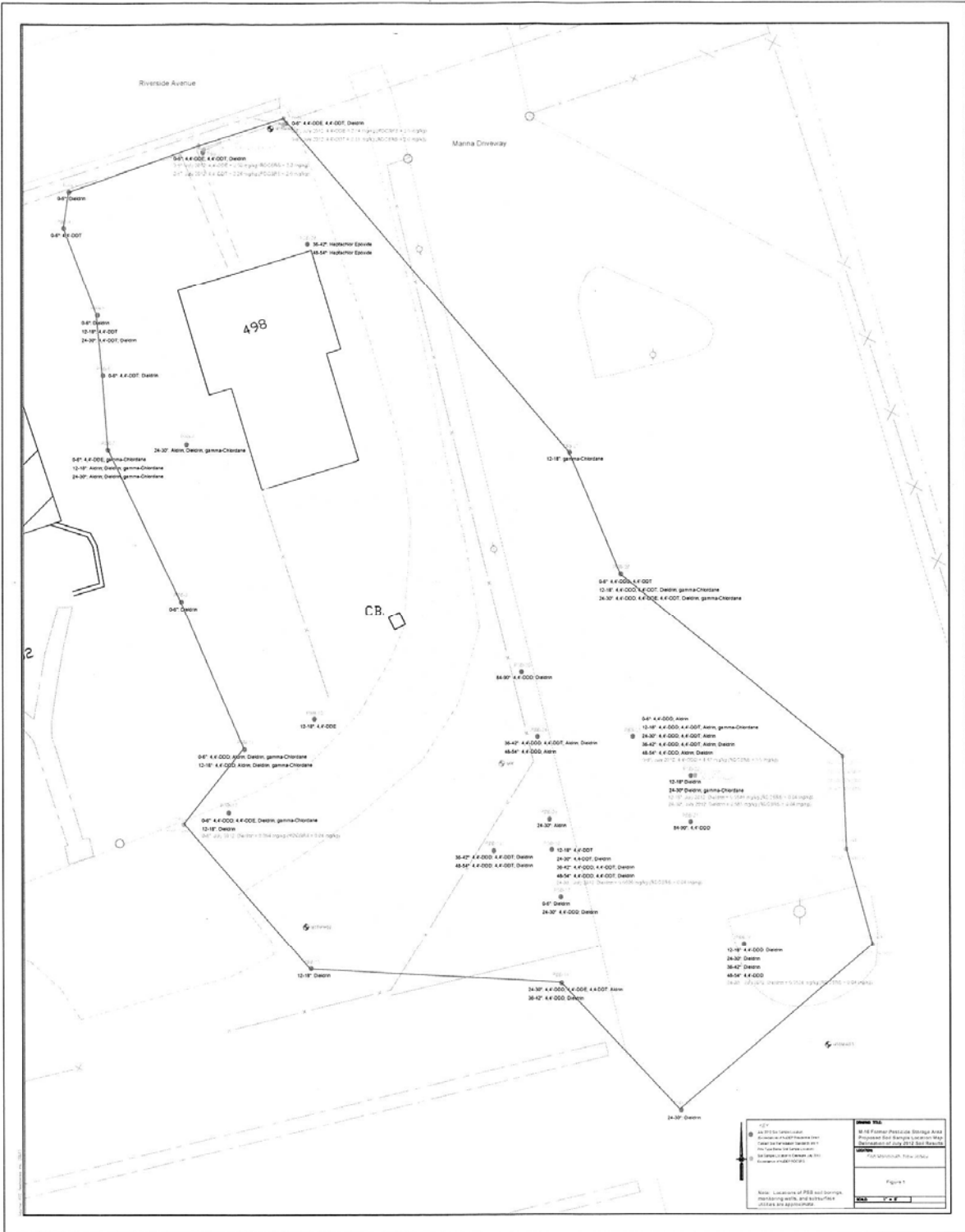
LANGAN
LAND TITLE SURVEY
ALTMACSM
FORT MONMOUTH
MARINA PARCEL
BLOCK 80, LOT 1

DATE: 11/11/11
BY: [Signature]
PROFESSIONAL LAND SURVEYOR, LICENSE NO. 10000

GRAPHIC SCALE: 1"=40'

GRAPHIC SCALE: 1"=40'

GRAPHIC SCALE: 1"=40'



Legend	
○	Survey Point
—	Property Line
---	Utility Line
⊙	Well
⊕	Water Meter
⊖	Manhole
⊗	Valve
⊘	Other

Notes	
1. All bearings are true bearings.	
2. All distances are in feet.	
3. All points are in NAD 83.	
4. All points are in Zone 18N.	
5. All points are in UTM.	
6. All points are in UTM.	

Figure 1

Note: Location of P&S well strings matching with the site plan. Distances are approximate.

**ATTACHMENT #3
REQUIRED FORMS**

ATTACHMENT #4
EVALUATION SCORE SHEET

Fort Monmouth Economic Revitalization Authority (FMERA)
Request for Proposals
Marina RFOTP

Bidder: _____
Evaluator #: _____

<u>Sample Score Sheet</u>	<u>Score 1-10</u> x	<u>Weight</u> =	<u>Criterion</u> Score
1. Purchase price [weight = 35]		35	
2. Estimated jobs to be created at or relocated to the parcel – the focus is on permanent jobs [weight = 35]		35	
3. Purchase term including due diligence period as well as payment for such period [weight = 5]		5	
4. Proposed project capital investment [weight = 5]		5	
5. Potential Purchaser(s) financial capability to meet the proposed terms of purchase and project completion [weight = 5]		5	
6. Future use of the property [weight = 5]		5	
7. Impact to host municipality [weight = 5]		5	
8. Confirmation that the potential purchaser’s proposed use is consistent with the Reuse Plan as amended and complies with the Regulations. [weight = 5]		5	
Total Score		100	