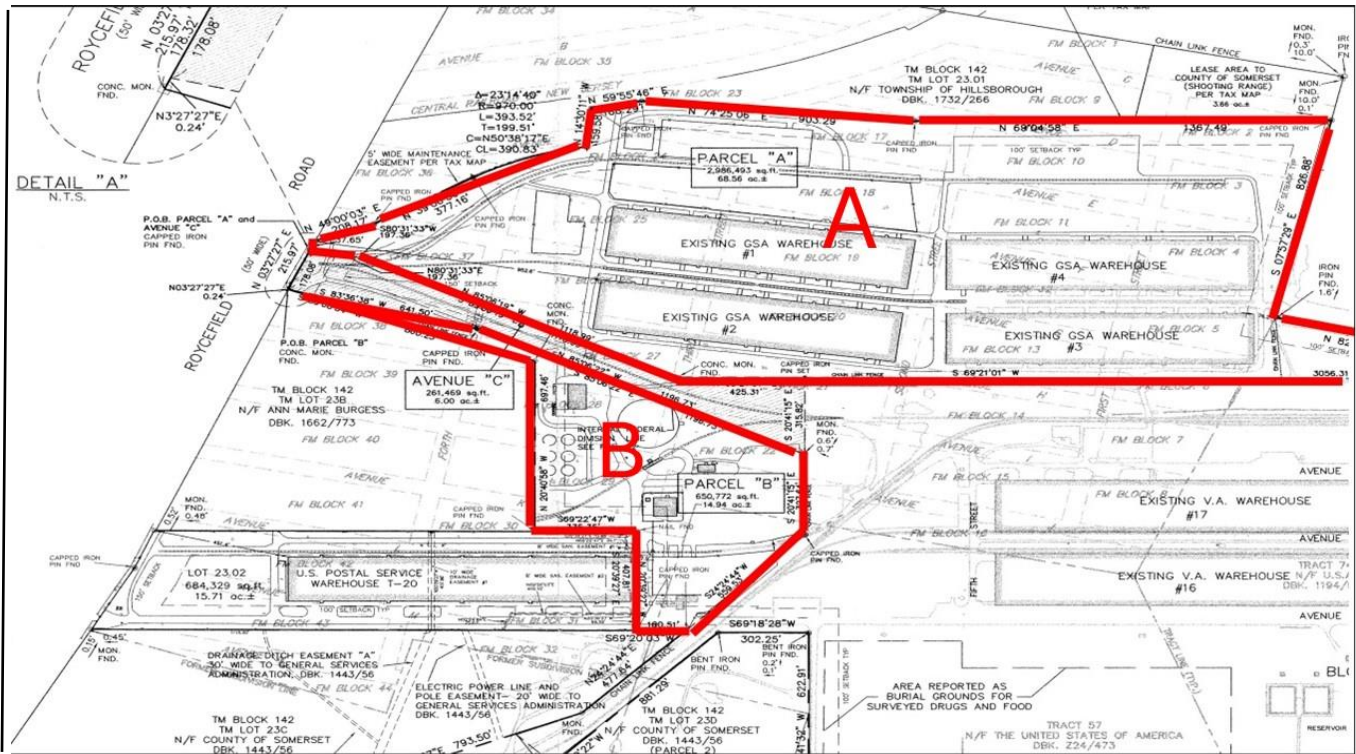




U.S. General Services Administration Invitation for Bids

SALE OF GOVERNMENT REAL PROPERTY



Depot at Somerville SEALED BID SALE

IFB Number: 126NJ065501
GSA Control No. NJ0655AA
Issued on May 28, 2026

**U.S. General Services Administration
Invitation for Bids**

**SALE OF GOVERNMENT REAL PROPERTY
DEPOT AT SOMERVILLE
IFB Number 126NJ065501
Issued on May 28, 2026**

Prime redevelopment opportunity at the Depot at Somerville. An expansive +/- 83.5 acre footprint, improved with warehouses and other structures totaling over +/- 800,000 gross square feet. Comprised of two noncontiguous parcels; Parcel A consists of +/- 68.56 acres and Parcel B consists of +/-14.94 acres. The site is strategically located in the heart of Central New Jersey's logistics corridor. The Property will be offered for public sale by sealed bid as further described in the **Instructions to Bidders** portion of this Invitation for Bids.

The GSA Real Property Disposition will publicly open sealed bids on **Tuesday, August 4th, 2026 at 11 AM EST, 11th Floor, Tip O'Neill Federal Building, 10 Causeway Street, Boston MA 02222**. Bidders may join the opening of the sealed bids in person.

Sale Summary

Sale Type:	Sealed Bid Auction
Bid Opening Date:	Tuesday, August 4th, 2026
Minimum Bid:	\$15,000,000
Bid Deposit:	10% of the Amount Bid

Inspection Opportunities:

The Property will be open for inspection by appointment only. Dates to be announced.

Interested parties will not be granted access to the Property without an appointment and the presence of a GSA employee or designee.

Contact Information

Stefanie Palladino 617-565-5700
PIBRealEstatesSales@gsa.gov

Submit Sealed Bids To:

U.S. General Services Administration
Real Property Disposition (PIB)
10 Causeway Street, 11th Floor
Boston, MA 02222
Attn: Courtney Cooper, Program Analyst (PX)

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Sealed Bids must be received by Tuesday, August 4, 2026, 11 am Eastern Time.

PROPERTY DESCRIPTION

1. LOCATION AND SETTING

A rare opportunity to acquire a key portion of the former Somerville Depot (the Property), a GSA controlled asset that is strategically positioned in the heart of central New Jersey. The Property is optimally located just 30 miles from the Port Newark/Elizabeth Marine Terminal, the East Coast's largest and most vital logistics hub.

With access via Roycefield Road and proximity to Route 206 and Interstate 287, the Property offers seamless transportation routes for regional operations and is 40 miles from Lower Manhattan. It is bordered by a mix of institutional and commercial neighbors, including Somerset County and the Veterans Administration.

NOTE: The plan on the cover page of this IFB marks the approximate boundaries of the Property for illustrative purposes only.

2. SALE PARCEL DESCRIPTION

The Property consists of two non-contiguous parcels comprising +/- 83.5 acres of land. Parcel A, the northern parcel, consists of +/- 68.56 acres and is improved with 4 large warehouse buildings constructed in 1952.

Parcel B, the southern parcel, consists of +/-14.94 acres of land and is improved by one administration building; Garage/Maintenance building; Vault, pump house and water reservoir.

The total square footage of the improvements consists of +/- 809,914 GSF. The legal description is attached as Exhibit A and a plan of the parcels is attached as Exhibit B.

Parcel A	Warehouse 1	+/- 198,715 GSF
Parcel A	Warehouse 2	+/- 198,715 GSF
Parcel A	Warehouse 3	+/- 198,715 GSF
Parcel A	Warehouse 4	+/- 198,715 GSF
Parcel B	Administration Building	+/- 1609 GSF
Parcel B	Vault	+/- 5,422 GSF
Parcel B	Garage/Maintenance Building	+/- 5,998 GSF
Parcel B	Fire Pump House	+/- 1,674 GSF
Parcel B	Scale House	+/- 351 GSF
Parcel B	Water Reservoir	2 million gallon capacity

The Property is currently vacant and was formerly used by the Defense Logistics Agency (DLA) as the National Stockpile Center to store strategic and critical materials for national defense. Operations ceased at the Somerville Depot in 2007 and all materials have been removed as of 2010. Due to past federal activity, remediation was conducted under the jurisdiction of the New Jersey Department of Environmental Protection, Brownfield and Site Remediation, NJSA 58:10B-12.g(12). A 2.5-acre portion of the Property located on Parcel A, is subject to statutory land use restrictions and engineering controls as further described on Page 15 Notices and Covenants in this IFB.

The Property also contains surface parking, and utility infrastructure. Access is restricted by a perimeter security gate.

3. TAX PARCEL ID (OR ASSESSOR'S PARCEL NO.)

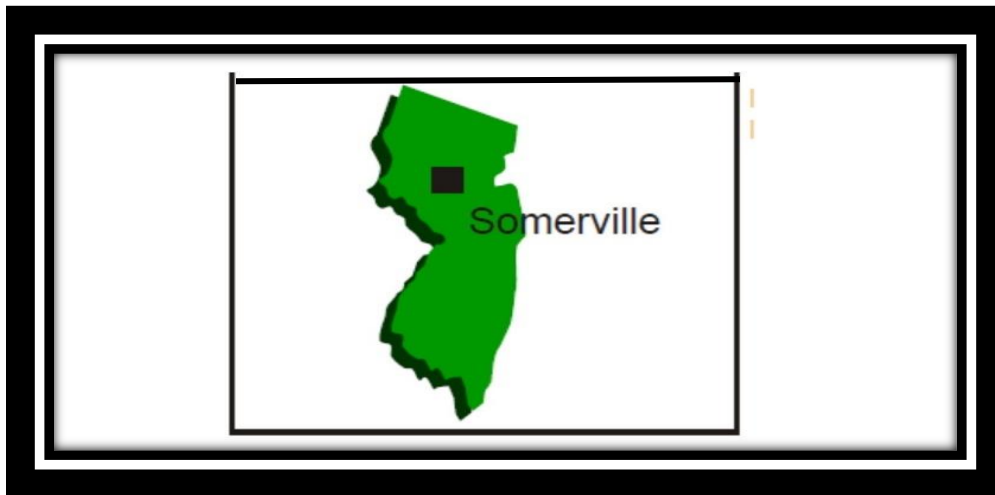
Portion of Lot 23, Block 142

4. UTILITIES & SERVICE PROVIDERS

Procurement of utility service shall be the responsibility of the Purchaser as of the date of conveyance. Bidders are urged to contact utility providers for the local service area. Below are the current utility service providers.

Electric – PSE&G: <https://nj.pseg.com/>

Water, Sewer, and Storm Drain – American Water: <https://amwater.com/njaw/>



TERMS OF SALE

DEFINITIONS

a. **BACKUP BIDDER**

The term "Backup Bidder" refers to the bidder, whose bid conforms to the terms and conditions of the IFB, is the second-highest dollar bid at the close of the auction and is determined by the Government to be the second most acceptable bid.

b. **BIDDER(S)**

The term "Bidder" or "Bidders" as used herein refers to the offeror or offerors for the purchase of the subject Property and is used interchangeably with "you."

c. **BID ENVELOPES**

The term "Bid Envelopes" is defined in the "Bid Envelopes" section of the Instructions to Bidders for Sealed Bid portion of this IFB.

d. BID FORM The term "Bid Form" refers to the form titled "Sealed Bid Form for the Purchase of Government property".

e. **BID OPENING DATE**

The "Bid Opening Date" as used herein refers to the time and date in which all Bids received for the Property will be opened publicly.

f. **EARNEST MONEY**

The term "Earnest Money" refers to the Bidder's deposit of money demonstrating the Purchaser's good faith offer to the Government to fully execute and comply with all terms, conditions, covenants, and agreements contained in any contract resulting from the Government's acceptance of the Bidder's offered bid price. Once a bid is accepted by the Government for contract, all deposits made by the Purchaser that accompany their sealed bid, subject to this Invitation for Bids, become Earnest Money to the benefit, custody, accountability, and control of the Government.

g. **BROKER/BROKERAGE**

The term "broker" as used herein refers to a person with an active real estate license in the State where he/she practices real estate who, in exchange for a commission, acts for another person or entity solely as agent in conformance with "Instructions to Bidders" Section 9 contained herein. The "brokerage" is the business entity of the broker representing the Bidder(s). A broker must be acting as an agent and cannot be a party to the contract to receive a commission.

h. **GENERAL SERVICES ADMINISTRATION**

The term "General Services Administration" ("GSA") as used herein refers to the United States General Services Administration.

i. GOVERNMENT

The term "Government" as used herein refers to the United States of America and is used interchangeably with "Seller" and "Grantor."

j. HIGH BIDDER

The term "High Bidder" refers to the bidder, whose bid conforms to the terms and conditions of the IFB, is the highest dollar bid at the close of the sealed bid auction and is determined by the Government to be the most acceptable bid.

k. INVITATION FOR BIDS

The term "Invitation for Bids" ("IFB") refers to this document and the following items that are attached hereto and incorporated herein: The Property Description; Terms of Sale; Instructions to Bidders; Notice and Covenants and/or Special Terms of Sale (if applicable); Bidder Registration and Bid Form for Purchase of Government Property; and Exhibits. Should the aforementioned documents be modified or supplemented by any addenda or amendments, or replaced by a new issue, issued by the Government prior to the conclusion of the sealed bid auction, those modifications, addenda, or amendments, shall be part of the reissued IFB.

l. PLACE OF BID OPENING

The term "Place of Bid Opening" refers to the address listed in the "Bid Envelopes" portion of this IFB.

m. PROPERTY

The term "Property" refers to the property or properties described in the Property Description of this IFB.

n. PURCHASER

The term "Purchaser" refers to the bidder whose bid the Government accepts and is used interchangeably with "Buyer" and "Grantee."

o. WEBSITE

The GSA auction website, [RealEstateSales.gov](https://www.RealEstateSales.gov), allows the public an opportunity to bid electronically on Federal real property. The website is also used to advertise sealed bid auctions.

1. DESCRIPTION PROVIDED IN IFB

The description of the Property, and all other information provided with respect to the Property set forth in the IFB, are based on the best information available to GSA, Real Property Disposition and are believed to be correct. Any error or omission, including but not limited to, the omission of any information available to the agency having custody over the Property and/or any other Federal agency, shall NOT constitute grounds or reason for nonperformance of the contract of sale, or claim by purchaser for allowance, refund, or deduction from the purchase price. The IFB is made available at [RealEstateSales.gov](https://www.RealEstateSales.gov) and may be modified and amended by the Government at any time prior to the conclusion of the auction. Bidder agrees and accepts that notices of any changes to the descriptions provided in this IFB are satisfactory when made available on GSA's real property disposal websites [RealEstateSales.gov](https://www.RealEstateSales.gov) and/or [disposal.gsa.gov](https://www.disposal.gsa.gov).

2. INSPECTION

Site inspections of the Property will be by appointment only. GSA will post inspection opportunities on the auction website.

No one will be allowed access to the Property without the presence of a GSA employee or designee.

Bidders are invited, urged, and cautioned to inspect the Property prior to submitting a bid. Photos provided by the Government may not represent the condition or existence of any improvements of the Property and are NOT to be relied upon in place of the Bidder's own inspection. Any maps, illustrations or other graphical images of the Property are provided for visual context and are NOT to be relied upon in place of the Bidder's own inspection. The failure of

any bidder to inspect, or to be fully informed as to the condition of all or any portion of the Property, will not constitute grounds for any claim or demand for adjustment or withdrawal of a bid after the sealed bid auction.

3. CONTRACT

The IFB and the Bid, when accepted by the Government shall constitute an agreement for sale (“Agreement”) between the High Bidder (“Purchaser”) and the Government. The Agreement shall constitute the whole contract to be succeeded only by the formal instrument(s) of transfer, unless modified in writing and signed by both parties. No oral statements or representations made by, or for, or on behalf of either party shall be a part of such contract. In addition, the Purchaser shall not transfer or assign the Agreement without the express written consent of the Government. Any assignment transaction without such consent shall be void.

4. CONDITION OF PROPERTY

The Property is offered for sale **“AS IS” AND “WHERE IS”** without representation or warranty, expressed or implied. The Purchaser, and Purchaser’s successors and assigns, or any party-in-possession of the Property, or any part thereof, further acknowledges that the Government makes no representations or warranty concerning the title, zoning, character, condition, size, quantity, quality and state of repair of the Property. The Government makes no other agreement or promise to alter, improve, adapt or repair the Property not otherwise contained herein. Purchaser shall rely solely on its own due diligence and examination of the Property. Purchaser acknowledges that there will be no claims or any allowances or deductions upon grounds that the Property is not in condition or fit to be used for any purpose intended by the Purchaser after the conclusion of the auction.

5. ZONING

Verification of the present zoning and determination of permitted uses, along with compliance of the Property for any proposed future use, shall be the responsibility of the Bidder; and the Government makes no representation in regard to zoning matters. Any inaccuracies or changes in the zoning information shall NOT be cause for adjustment or rescission of any contract resulting from this IFB.

6. RISK OF LOSS

As of the date of conveyance, the Purchaser shall assume all responsibility for care and handling and all risks of loss or damage to the Property, including but not limited to all buildings and other improvements located thereon, and assume all obligations and liabilities of ownership and no claim for any allowance or deduction upon such grounds will be considered after the conclusion of the auction.

7. TAXES, ASSESSMENTS AND OTHER COSTS

As of the date of conveyance the Purchaser shall assume responsibility for all general and special real and personal property taxes or other assessments which have been or may be assessed on the Property, and for all sums due to be paid by the Government in lieu of taxes, which amount shall be prorated.

8. REVOCATION OF BID AND DEFAULT

Purchaser agrees that Bids made to purchase the Property are binding offers and once accepted for contract by the Government, all deposits made by the Purchaser to register for the sale, subject to this Invitation for Bids, become Earnest Money to the benefit, custody, and accountability of the Government.

In the event of (1) revocation of a Bid after the conclusion of an auction, but prior to acceptance of the High Bid by the Government, or (2) in the event of revocation of a Bid after notice of acceptance, or (3) in the event of any default by the Purchaser in the performance of the contract of sale created by such acceptance, or (4) in the event of failure by the Purchaser to consummate the transaction, the Purchaser agrees that any Earnest Money and all deposits paid to the Government in any acceptable form, together with any payments subsequently made on account, are subject to forfeit by the Purchaser to the Government at the option of the Government as damages for breach of

contract, in which event the Purchaser shall be relieved from further liability. Purchaser agrees that all deposits made are subject to forfeit upon Government determination of Purchaser's default and breach of contract. Purchaser shall not request retrieval, chargeback, or any other cardholder refund.

Purchaser agrees and understands that a debt to the United States of America subject to claim or collection by applicable Federal law may be created if their Earnest Money is in any way made unavailable to the Government and that any party that knowingly participates in such retrieval or refund may be held fully accountable for interfering with a Government contract.

9. GOVERNMENT LIABILITY

If the Government accepts a Bid for the purchase of the Property and (1) the Government fails for any reason to perform its obligations as set forth herein; or (2) title does not transfer or vest in the Purchaser for any reason, although Purchaser is ready, willing, and able to close; or (3) any other contractual claim or cause of action hereafter accrues in favor of Purchaser under the terms of this IFB, Government's liability to Purchaser shall be strictly limited to all amounts of money Purchaser has paid to Government without interest whereupon Government shall have no further liability to Purchaser.

10. TITLE EVIDENCE

Any Bidder, at its sole cost and expense, may procure any title evidence that the said Bidder desires. The Government will, however, cooperate with the Purchaser or their authorized agent in this transaction, and will permit examination and inspection of such deeds, abstracts, affidavits of title, judgments in condemnation proceedings, or other documents relating to the title of the premises and Property involved, as it may have available. It is understood and agreed that the Government is not obligated to pay for any expense incurred in connection with title matters or survey of the Property.

11. TITLE

If a Bid for the purchase of the Property is accepted, a quitclaim deed or a deed without warranty in conformity with local law and practice will convey the Government's interest. The Government does not pay for or provide title insurance.

12. EASEMENTS, ENCROACHMENTS AND RESERVATIONS

The Property will be sold subject to any and all covenants, reservations, easements, restrictions, encroachments, and rights, recorded or unrecorded, in favor of third parties, for highways, streets, power lines, telephone lines and equipment, pipelines, drainage, sewer and water mains and lines, public utilities, public roads, railroads and other rights-of-way, and any easements, reservations, rights and covenants reserved by the Grantor herein.

13. COVENANT AGAINST CONTINGENT FEES

The Purchaser warrants that he or she has not employed or retained any person or agency to solicit or secure this contract upon any agreement or understanding for commission, percentage, brokerage, or contingent fee. Breach of this warranty shall give the Government the right to annul the contract without liability or in its discretion to recover from the Purchaser the amount of such commission, percentage, brokerage, or contingent fee in addition to the consideration herewith set forth. This warranty shall not apply to commissions payable by the Purchaser upon the contract secured or made through bona fide established commercial agencies maintained by the Purchaser for the purpose of doing business. "Bona fide established commercial agencies" includes, among others, licensed real estate brokers engaged in business generally.

14. CONTINUING OFFERS

Each bid received shall be deemed to be a continuing offer for sixty (60) calendar days after the bid opening of the sealed bid auction until the bid is accepted or rejected by the Government.

If the Government desires to accept any bid after the expiration of the sixty (60) calendar days, the consent of the bidder shall be obtained prior to such acceptance.

15. TENDER OF PAYMENT AND DELIVERY OF INSTRUMENT OF CONVEYANCE

Prior to closing, the Purchaser or Purchaser's agent must open an escrow account with an independent, unaffiliated escrow company ("Escrow Holder") to handle the closing.

All closing costs, including escrow fees and document handling expenses, shall be borne solely by the Purchaser. As part of the closing, the Government will provide escrow instructions to the Escrow Holder regarding the recording, disposition of proceeds and related matters.

The closing date of the sale is sixty (60) calendar days after acceptance of the bid. Upon written agreement by the Government, the Purchaser may close the transaction prior to the sixty (60) calendar day period.

On the closing date, the Purchaser shall tender to the Purchaser's Escrow Holder the balance of the purchase price (the accepted high bid less the Earnest Money deposit) in the form of an electronic wire transfer. Upon confirmation that Purchaser's funds have been received by the Purchaser's Escrow Holder, the Government shall deliver the instrument, or instruments, of conveyance to the Purchaser's Escrow Holder for recordation. The Government reserves the right to extend the closing date for a reasonable amount of time.

16. DELAYED CLOSING

Any change to the established closing date is subject to the written approval by the Government. The Government reserves the right to refuse a request for extension of closing. However, if the Government grants an extension, the Purchaser may be required to pay either: (i) a liquidated damages assessment; or (ii) interest on the outstanding balance of the purchase price, whichever is greater, if the closing of the sale is delayed, and the delay is caused, directly or indirectly, by the Purchaser's action or inaction and not by any action on the part of the Government. The interest rate shall be computed based on the yield of 10-year United States Treasury maturities as reported by the Federal Reserve Board in "Federal Reserve Statistical Release H.15" plus 1-1/2% rounded to the nearest one-eighth percent (1/8%) as of the date of bid acceptance. The Government may impose additional terms and conditions, including but not only additional amount(s) to be applied to the purchase price, to grant an extension.

17. CLOSING COSTS, DOCUMENTARY STAMPS AND COST OF RECORDING

All closing costs, including escrow and financing fees, shall be borne solely by the Purchaser. The Purchaser shall pay all taxes and fees imposed on this transaction and shall obtain at Purchaser's own expense and affix to all instruments of conveyance and security documents such revenue and documentary stamps as may be required by federal, state, and local law.

All instruments of conveyance and security documents shall be placed on record in the manner prescribed by local recording statutes at the Purchaser's expense.

Within five (5) business days from receipt of the executed deed, the Purchaser's Escrow Holder shall record the quitclaim deed in the official records of the county. The Purchaser's Escrow Holder shall provide GSA a conformed copy of the recorded quitclaim deed within five (5) business days of recording to Stefanie.Palladino@gsa.gov.

18. OFFICIALS NOT TO BENEFIT

No member or delegate to the Congress, resident commissioner or Government official shall be admitted to any share or part of the contract of sale or to any benefit that may arise therefrom, but this provision shall not be construed to extend to the contract of sale if made with a corporation for its general benefit. GSA employees are prohibited from bidding on the Property offered in the IFB.

19. CAPACITY TO CONTRACT

Bidders must have the legal capacity to enter into a contract in order to bid and acquire the Property.

20. ANTITRUST LAWS

The contract made by the acceptance of a bid by the Government may be transmitted to the Attorney General of the

United States for advice as to whether the sale would tend to create or maintain a situation inconsistent with antitrust laws. The Government may rescind the acceptance of any bid in case unfavorable advice is received from the Attorney General, without liability on the part of the Government other than to return any and all deposits held by the Government without interest.

21. COMPLIANCE WITH SECTION 889 PART B

By signature of the Bidder Registration and Bid Form, bidders hereby certify that their entity is in compliance with Section 889, Prohibition of Certain Telecommunications and Video Surveillance Services or Equipment of the Fiscal Year 2019 National Defense Authorization Act (Pub. L. 115- 232). The Bidder represents that it does not use covered telecommunications equipment or services, or use any equipment, system or service that uses covered telecommunications equipment or services. The statute prohibits contracting with an entity that uses certain telecommunications equipment or services produced by the below entities, companies, affiliates, or subsidiaries:

- Huawei Technologies Company
- ZTE Corporation
- Hytera Communications Corporation
- Hangzhou Hikvision Digital Technology Company
- Dahua Technology Company

The prohibition of use of these telecommunications equipment or services applies regardless of whether or not that usage is related to the terms and conditions of this IFB and the certification extends until closing of the transaction as specified herein.

22. EXCLUDED PARTIES

Bidders are hereby notified that GSA determines Bidders' eligibility for participation in the sale described in this IFB both upon registration and at prospective award. GSA validates prospective Bidders' eligibility via the System for Award Management (SAM) Exclusions Extract (available at www.sam.gov > SAM Home > Data Access > Exclusion Interfaces) and are required to provide their Social Security Number or Tax Identification Number on the Bid Form.

INSTRUCTIONS TO BIDDERS

1. TYPE OF SALE

This sale will be conducted as a sealed bid auction. Bids must be submitted on the Bid Form accompanying this Invitation for Bids and be sent to GSA by certified mail, hand or commercial delivery service. **Bids must be received by 11:00 am EST on Tuesday, August 4th, 2026 (Bid Due Date) and delivered to the Office of Real Property Disposition, Public Buildings Service, Thomas P. O'Neill Federal Building, 10 Causeway Street, 11th Floor, Boston, MA 02222 (Bid Office).** A Bid submitted in any other manner, or which fails to furnish all information or required certifications will not be accepted.

Bids shall be filled out legibly with all erasures, strikeovers, and corrections initialed by the person signing the Bid and the Bid must be manually signed in black or blue.

Negligence on the part of the Bidder in preparing the Bid confers no right for withdrawal or modification of the Bid after it has been opened.

2. SEALED BID OPENING DATE AND LOCATION

GSA Real Property Disposition will open sealed Bids on **Tuesday, August 4th, 2026 at 11am EST, at the Bid Office.** Bidders may join the opening of the sealed Bids in person. The sealed Bid Envelopes will be opened by the chronological date it was received. The Bid amount and the Bidder's name will be announced.

Anyone wishing to attend the Bid opening must have a government-issued photo identification to gain access to the Thomas P. O'Neill Federal Building (Federal Building). The Federal Building is a secure office building; allow ample time for airport-style security procedures and to park in nearby public parking locations. There are no public parking spaces at the Federal Building.

All guests must arrive at the Federal Building no later than 15 minutes before the Bid opening. The Bid Office is located on the 11th Floor of the Federal Building. Bidders must check in at the front desk on the 11th Floor and will be directed to the Bid Office.

3. MINIMUM BIDS AND TERMS OF SALE

The minimum Bid for this sealed bid auction is \$15,000,000. Any Bids received lower than the minimum bid will not be considered. This amount is not the Government's estimate of value. It serves as the floor to assist Bidders to determine and submit a potentially acceptable Bid.

Bids to purchase must be ALL-CASH without any contingencies.

Buyers are expected to arrange their own financing and to pay the balance in full by the closing date. No Government credit terms are available. GSA has no information on the availability of private financing or on the suitability of this Property for financing.

4. BID ENVELOPES

Bid Envelopes containing Bids must be sealed and sent to the Bid Office. No responsibility will attach to any officer of the Government for the premature opening of or failure to open a Bid not properly addressed and identified as follows: The name and address of the Bidder must be shown on the Bid Envelope. **The phrase "Sealed Bid for Real Property – Depot at Somerville" and "Attn: Courtney Cooper, Program Analyst (PX)" must be shown on the Bid Envelope.**

5. BID FORM AND DEPOSIT

a. Bidding is a three-step process:

(1) **Complete Bid Form:** Bids must be submitted in duplicate on the Bid Form accompanying this IFB, and all information and certification called for thereon must be furnished. Bids submitted in any other manner, or which fail to furnish all information or certifications required may be summarily rejected. Bids may be modified or withdrawn by written request prior to the time fixed in this IFB for the opening of Bids. Bids shall be filled out legibly with all erasures, strikeovers, and corrections initialed by the person signing the Bid and the Bid must be manually signed. Negligence on the part of the Bidder in preparing the Bid confers no right for withdrawal or modification of the Bid after it has been opened. In submitting a Bid, only return the Bid Form (in duplicate) with your Bid deposit. Retain all other documents, including one copy of the Bid Form, for your record. You may register as either an individual or as a company and this information must be the same information provided on the Bidder Registration and Bid Form for Purchase of Government Real Property.

(2) **Enclose Bid Deposit:** A Bid deposit in an amount no less than ten-percent (10%) of the bid amount must accompany your Bid Form. Bid Deposits must be provided in the form of a cashier's check drawn from a bank chartered within the United States. Personal checks, company checks, money orders or any other form of payment are NOT acceptable and will be returned to the sender and their bid as nonresponsive. Cashier's checks must be made payable in US Dollars (USD) to: **"U.S. General Services Administration"**

(3) Deliver Sealed Bid Form and Bid Deposit in accordance with the Instructions to Bidders, Paragraphs 2 & 4.

6. BIDS TO BE OPENED AT THE SPECIFIED TIME

It shall be the duty of each Bidder to see that their Bid is delivered to the Bid Office by the Bid Due Date. Bids (including increases) received prior to the time fixed in this Invitation for Bids for the opening of Bids will be put in a secure location at the Bid Office and will remain unopened.

7. ACCEPTABLE BID

An acceptable Bid is one received from a responsible Bidder whose Bid conforms to the terms in this IFB and will be most advantageous to the Government. Bids that fail to include a specific Bid amount, or that make reference to other Bids, will be rejected as non-responsive to the IFB

8. BID EXECUTED ON BEHALF OF BIDDER

A Bid executed by an attorney or agent on behalf of the Bidder must be accompanied by an authenticated copy of their Power of Attorney or other evidence of their authority to act on behalf of the Bidder.

If the Bidder is a corporation, the Certificate of Corporate/Organization Bidder, included in this IFB, must be executed. The certificate must be executed under the corporate seal by a duly authorized officer of the corporation other than the officer signing the Bid. In lieu of the Certificate of Corporate Bidder, there may be attached to the Bid, copies of so much of the records of the corporation as will show the official character and authority of the officer signing, duly certified by the secretary or assistant secretary, under the corporate seal, to be true copies.

If the Bidder is a partnership, and all partners sign the Bid, with a notation that they are all general partners, the Government will not ordinarily require any further proof of the existence of the partnership. If all the partners do not sign the Bid, then the names of all those except limited partners must be furnished on the Bid Form and the Government, in its discretion may require evidence of the authority of the signer(s) to execute Bids on behalf of the partnership. The name(s) and signature(s) of the designated Bidder(s) must be included on the Bidder Registration and Bid Form. If the Bidder is a limited liability company, a certificate of the LLC must be completed and executed by the manager and submitted with the Bidder Registration Form. The Certificate of Corporate/Organization Bidder form may be used for this purpose.

9. NOTICE OF ACCEPTANCE OR REJECTION

Notice by the Government of acceptance or rejection of the bid shall be deemed to have been sufficiently given when faxed, mailed, or e-mailed to the Bidder or their duly authorized representative at the fax number physical address or e-mail address indicated on the Bid Form. The processing of a registration deposit by the Government shall not, in itself, constitute acceptance of the Bidder's offer. The Government reserves the right to reject any or all bids or portions thereof for any reason.

10. SALE SUSPENSION OR CANCELLATION

The Government reserves the right to temporarily suspend or cancel the Sealed Bid Auction for any reason without accepting a bid and resume the sealed bid auction or start a new auction at any time. In the event of a temporary suspension due to unforeseen circumstances, the Government will advise all known Bidders on GSA's website at RealEstatesSales.gov and provide the new bid opening time and date and the sale will proceed according to the bidding terms described herein. The Government reserves the right to cancel the sale at any time and Bid Deposits will be returned to bidders without interest or further obligation by the Government.

11. REFUND OF BID DEPOSITS

Bid Deposits accompanying bids that are rejected will be returned to Bidders without interest. The Bid Deposit received from the second highest bidder will be held as stipulated in Paragraph 13, Back-up Bidder below.

12. BACKUP BIDDER

The second-highest Bidder will be the Backup Bidder. The bid of the Backup Bidder may be considered for acceptance for the duration of Continuing Offer period described in Terms of Sale, Paragraph 15, Continuing Offers, if the original High Bidder is unable to fully complete the transaction according to the terms and conditions of the IFB. The Bidder identified as the Backup Bidder agrees that their Bid remains a bona fide offer with which their Bid Deposit may be retained without interest, until the High Bidder is awarded. When the Backup Bidder is converted to the High Bidder, all terms, conditions, and agreements described in the IFB are applicable to the successful Bidder.

The Bid Deposit of the Backup Bidder will be returned as described in Paragraph 12, Refund of Bid Deposits, if the Backup Bidder is not converted to the High Bidder. In the event that the Government is unable to complete the transaction with the highest or Backup Bidder, the Government reserves the right to consider the remaining bid(s) and accept a bid that is in the best interest of the Government.

13. ADDITIONAL INFORMATION

GSA will provide additional copies of this IFB and make every effort to answer requests for additional information concerning the Property to facilitate preparation of Bids. Each Bid shall be deemed to have been made with full knowledge of all terms, conditions, and requirements contained in this IFB and any amendments made thereto prior to Bid acceptance. Bidders may also review the information pertaining to the Property at RealEstateSales.gov.

14. WAIVER OF INFORMALITIES OR IRREGULARITIES

The Government may, at its election, waive any minor informality or irregularity in Bids received.

NOTICES AND COVENANTS

The following section provides information on environmental conditions at the Property. Where noted, notices and covenants will appear in the quitclaim deed conveying the Property.

HAZARDOUS SUBSTANCE NOTIFICATION

Pursuant to 40 CFR 373.2 and Section 120(h)(3)(A)(i) of the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended (CERCLA)(42 U.S.C. 9620 (h)(3)(A)(i)), and based upon a complete search of agency files, the Grantor gives notice that the attached Exhibit C provides the following information: 1) the type and quantity of hazardous substances that were known to have been released or disposed of or stored for one year or more on the Property; 2) the time such storage, release or disposal took place; 3) a description of remedial action taken, if any.

CERCLA Covenant. Grantor warrants that all remedial action necessary to protect human health and the environment has been taken before the date of this conveyance. Grantor warrants that it shall take any additional response action found to be necessary after the date of this conveyance regarding hazardous substances located on the Property on the date of this conveyance.

(1) This covenant shall not apply: (a) in any case in which the Purchaser, its successors or assigns, or any successor in interest to the Property or part thereof is a Potentially Responsible Party (PRP) with respect to the Property immediately prior to the date of this conveyance; or (b) to the extent but only to the extent that such additional response action or part thereof found to be necessary is the result of an act or failure to act of the Purchaser, its successors or assigns, or any party in possession after the date of this conveyance that either: (i) results in a release or threatened release of a hazardous substance that was not located on the Property on the date of this conveyance; or (ii) causes or exacerbates the release or threatened release of a hazardous substance the existence and location of which was known and identified to the applicable regulatory authority as of the date of this conveyance.

(b) In the event the Purchaser, its successors or assigns, seeks to have the Government conduct or pay for any additional response action, and as a condition precedent to the Government incurring any additional cleanup obligation or related expenses, the Purchaser, its successors or assigns, shall provide the Government at least 45 days written notice of such a claim and provide credible evidence that: (a) the associated contamination existed prior to the date of this conveyance; and (b) the need to conduct any additional response action or part thereof was not the result of any act or failure to act by the Purchaser, its successors or assigns, or any party in possession.

Reservation of Right Access. The Government reserves a right of access to all portions of the Property for environmental investigation, remediation or other corrective action. This reservation includes the right of access to and use of available utilities at reasonable cost to the Government. These rights shall be exercisable in any case in which a remedial action, response action or corrective action is found to be necessary after the date of this conveyance, or in which access is necessary to carry out a remedial action, response action, or corrective action on adjoining property. Pursuant to this reservation, the Government, and its respective officers, agents, employees, contractors and subcontractors shall have the right (upon reasonable advance written notice to the record title owner) to enter upon the Property and conduct investigations and surveys, to include, drilling, test-pitting, borings, data and records compilation and other activities related to environmental investigation, and to carry out remedial or removal actions as required or necessary, including but not limited to the installation and operation of monitoring wells, pumping wells, and treatment facilities. Any such entry, including such activities, responses or remedial actions, shall be coordinated with record title owner and shall be performed in a manner that minimizes interruption with activities of authorized occupants.

RESTRICTED AREAS. Due to the presence of contamination remaining at concentrations that do not allow for unrestricted use, the Government has agreed, as part of the remedial action for the Property, to restrict the use of certain parts of the Property (the "Restricted Areas"); a plan along with a narrative description and data tables of these restrictions is provided in Exhibit D, which is attached hereto and made a part hereof.

RESTRICTED LAND USES. The following statutory land use restrictions apply to the Restricted Area an approximately 2.5-acre portion of the Property located on Parcel A:

i. The Brownfield and Contaminated Site Remediation Act, N.J.S.A. 58:10B-12.g(10), prohibits the conversion of a contaminated site, remediated to non-residential soil remediation standards that require the maintenance of engineering or institutional controls, to a child care facility, or public, private, or charter school without the NJDEP's prior written approval, unless a presumptive remedy is implemented; and

ii. The Brownfield and Contaminated Site Remediation Act, N.J.S.A. 58:10B-12.g(12), prohibits the conversion of a landfill, with gas venting systems and or leachate collection systems, to a single family residence or a child care facility.

ENGINEERING CONTROLS. Due to the presence and concentration of these contaminants, the Government has also agreed, as part of the remedial action for the Property, to the placement of certain engineering controls on the Property; a narrative description of these engineering controls is provided in Exhibit E.

GROUNDWATER CLASSIFICATION EXCEPTION AREA AND WELL RESTRICTION AREA. Pursuant to N.J.A.C. 7:26C-7.3(d) Purchaser is put on notice that a Classification Exception Area (CEA) and Well Restriction Area (WRA) for the Property have been filed with the New Jersey Department of Environmental Protection (NJDEP). A copy of the CEA/WRA Factsheet is attached as Exhibit F.

COVENANT AND INDEMNIFICATION REGARDING THE PRESENCE OF LEAD BASED PAINT. The Purchaser hereby acknowledges the required disclosure in accordance with the Residential Lead-Based Paint Hazard Reduction Act of 1992, 42 U.S.C. 4852d (Title X), of the presence of any known lead-based paint and/or lead-based paint hazards in target housing constructed prior to 1978 on the Property. The Property contains no improvements defined by Title X as target housing. However, in the event that any improvement on the Property are converted to residential use, the Purchaser covenants and agrees that in its use and occupancy of such Property it will comply with 24 CFR 35 and 40 CFR 745 and all applicable Federal, State and local laws relating to lead-based paint; and that Government assumes no liability for damages for Property damage, personal injury illness, disability, or death, to the Purchaser, its successors or assigns, or to any other person, including members of the general public, arising from or incident to the purchase, transportation, removal, handling, use disposition, or other activity causing or leading to contact of any kind whatsoever with lead-based paint on the Property described in this deed, whether the Purchaser, and its successors or assigns, have properly warned or failed properly to warn the individual(s) injured. The Purchaser further agrees to indemnify, defend and hold harmless the Government from any and all loss, judgment, claims, demands, expenses or damages, of whatever nature which might arise or be made against the United States of America, due to, or relating to the presence of lead-based paint hazard on the Property, any related abatement activities, or the disposal of any material from the abatement process.

The Purchaser further covenants and agrees that it will comply with all Federal, state, local, and any other applicable law regarding the lead-based paint hazards with respect to the Property.

ASBESTOS CONTAINING MATERIALS

a. Bidders are warned that the Property contains asbestos-containing materials. Unprotected or unregulated exposures to asbestos in product manufacturing, shipyard, and building construction workplaces have been associated with asbestos-related diseases. Both the Occupational Safety and Health Administration (OSHA) and the Environmental Protection Agency (EPA) regulate asbestos because of the potential hazards associated with exposure to airborne asbestos fibers. Both OSHA and EPA have determined that such exposure increases the risk of asbestos-related diseases, which include certain cancers and which can result in disability or death.

b. Bidders are invited, urged, and cautioned to inspect the Property to be sold prior to submitting a bid. More particularly,

Bidders are invited, urged, and cautioned to inspect the Property as to its asbestos content and condition, and any hazardous or environmental conditions relating thereto. The Government will assist Bidders in obtaining any authorization(s) which may be required in order to carry out any such inspection(s). Bidders shall be deemed to have relied solely on their own judgment in assessing the overall condition of all or any portion of the Property including, without limitation, any asbestos hazards or concerns.

- c. No warranties either express or implied are given with regard to the condition of the Property including, without limitation, whether the Property does or does not contain asbestos or is or is not safe for a particular purpose. The failure of any Bidder to inspect, or to be fully informed as to the condition of all or any portion of the Property offered, will not constitute grounds for any claim or demand for adjustment or withdrawal of a Bid or offer after its opening or tender.
- d. The description of the Property set forth in this IFB and any other information provided therein with respect to said Property is based on the best information available to the disposal agency and is believed to be correct, but an error or omission, including but not limited to the omission of any information available to the agency having custody over the Property and/or any other Federal agency, shall not constitute grounds or reason for nonperformance of the contract of sale, or any claim by the Purchaser against the Government including, without limitation, any claim for allowance, refund, or deduction from the purchase price.
- e. The Government assumes no liability for damages for personal injury, illness, disability or death, to the Purchaser, or to the Purchaser's successors, assigns, employees, invitees, licensees, or any other person subject to Purchaser's control or direction, or to any other person, including members of the general public, arising from or incident to the purchase, transportation, removal, handling, use, disposition, or other activity causing or leading to contact of any kind whatsoever with asbestos on the Property which is the subject of this sale, whether the Grantee, their successors or assigns has or have properly warned or failed properly to warn the individual(s) injured.
- f. The Grantee further agrees that in their use and occupancy of the Property it will comply with all Federal, state, and local laws relating to asbestos.

NOTICE OF THREATENED OR ENDANGERED SPECIES

Bidder is placed on notice that the Property, that is being conveyed via quitclaim deed, includes federally listed threatened and/or endangered wildlife species protected by the Federal Endangered Species Act (16 U.S.C. Sec. 1531, et seq.) (ESA). In particular, based on information provided by the U.S. Fish and Wildlife Service (FWS), such listed species on the Property include:

- Indiana Bat – *Myotis Sodalis*
- Tricolored Bat – *Perioryotis Subflavus*
- Monarch Butterfly – *Danaus Plexippus*

Ultimately, it will be Bidder's obligation to satisfy the requirements of the ESA and its implementing regulations. Upon conveyance of the Property to Bidder, Bidder should take steps necessary to satisfy both federal and state laws and regulations protecting listed species. Thus Grantee is advised, prior to disturbing the Property in such a way as to potentially bring harm to whatever listed species are present on the Property, to consult with the FWS to ensure that no inadvertent damage is inflicted upon these threatened or endangered species.

MOLD

The Grantee is notified that various forms of mold may be present at the Property. Molds and mold growth may create toxins that can cause adverse health reactions to some humans after exposure, and which falls within the CERCLA "Limitations on Response" standards at 42 U.S.C. 9604.(a)(3). The Federal and State government have not set Standards or Threshold Limit Values for airborne concentrations of mold or mold spores. Information provided to the Grantee with respect to the Property is based on the best information available to the Government and is believed to be correct, but any error or omission, including but not limited to the omission of any information available to the agency having custody over the Property and/or any other Federal agency, will not constitute grounds for liability for damages by the Government for personal injury, illness, disability, or death, to the Grantee, its successors, assigns, employees, invitees, or any other person subject to the Grantee's control or direction.

SEALED BID FORM FOR PURCHASE OF GOVERNMENT PROPERTY

(To be submitted in duplicate along with ten-percent (10%) deposit of the amount bid)

DEPOT AT SOMERVILLE
 Roycefield Rd. Hillsborough Township, NJ
 IFB No.: 126NJ065501
 Issued on May 28, 2026

BID AMOUNT (DOLLAR AMOUNT)	BID AMOUNT SPELLED OUT	10% DEPOSIT OF THE BID AMOUNT
\$		

Bidder Information: Please print or type legibly.

Name: _____
 Address: _____
 City: _____ State : _____ Zip: _____
 Phone : () _____ Fax: () _____
 Email: _____
 SSN/TIN: _____ (required)

BIDDER REPRESENTS THAT HE/SHE OPERATES AS (check which applies) see Instructions to Bidders, Paragraph 12.

- An individual _____
- A partnership consisting of _____
- A trustee, acting for _____

THE FOLLOWING MUST PROVIDE THEIR CERTIFICATE OF CORPORATE/ORGANIZATION BIDDER – SEE NEXT PAGE

- A limited liability partnership consisting of _____
- A corporation, incorporated in the State of _____
- A limited liability company _____
- Other _____

Certification and Authorization

The undersigned bidder hereby offers and agrees to purchase the Property as described in the accompanying Invitations for Bids (IFB). This bid form is made to the terms and conditions of the IFB identified above, including Schedule; (1) the Instructions to Bidders for Sealed Bid, (2) the General Terms of Sale; (3) the Notices and Covenants; and (4) the Certificate of Corporate Bidder/Organization Bidder (if applicable), all of which are incorporated as a part of this Bid, the undersigned bidder hereby offers and agrees: if this bid be accepted within **60 calendar days** after date of Bid opening, to purchase the Property as described in the IFB, and for which Amount Bid is entered.

Signature of Authorized Bidder: _____ Date _____

Send Sealed Bid Form in duplicate along with 10% Deposit of the Amount Bid:

U.S. General Services Administration, Real Property Disposition (PIB)
 Tip O'Neill Federal Building 10 Causeway Street, 11th Floor
 Boston, MA 02222
 ATTN: Courtney Cooper (PX)
 (617)565-5700, PIBRealEstatesSales@gsa.gov

CERTIFICATE OF CORPORATE/ORGANIZATION BIDDER

For use with Sealed Bid Form for Purchase of Government Real Property
(see Instructions to Bidders, Paragraph 10, Bid Executed on Behalf of Bidder for Instructions)

**Depot at Somerville
Roycefield Rd. Hillsborough Township, NJ
IFB No. 126NJ065501
Issued on May 28, 2026**

This Form must be signed by someone other than the Bidder, unless the Bidder is the sole authorized representative of the Corporation/Organization.

I, _____, certify that I am _____
(Secretary or Other Title)

of the Corporation/Organization named as bidder herein; that _____,
(Name of Authorized Representative)

who signed this Bid Form for Purchase of Government Property on behalf of the bidder was then

_____ of said Corporation/Organization; that said bid was duly
(Official Title)

signed for and on behalf of said Corporation/Organization by authority of its governing body and is within the scope of its corporate/organization powers.

(Signature of Certifying Officer/Manager)

(Corporate Seal Here, if applicable)

Exhibit A

GSA Parcel "A" Lot 23, Block 142

Township of Hillsborough
County of Somerset
State of New Jersey
TRG No. 97-039-6

Beginning at a point, said point being the most northeasterly corner of on Lot 23, Block 142 in common with Lot 23.01, Block 142 (lands n/f Twp. Of Hillsborough Dbk. 1732/266) on the easterly sideline of Roycefield Road 50' R.O.W.), marked by a capped iron pin found, thence

1. Leaving said sideline along Lot 23.01 North 49° 0' 03" East a distance of 208.17 feet, to a capped iron pin found, thence
2. Still with said lot North 39° 00' 56" East a distance of 377.16 feet, to a point of curvature, marked by a capped iron pin found, thence
3. Still with said lot on a curve to the right with a radius of 970.00 feet, a central angle of 23° 14' 40" and an arc length of 393.52 feet (chord North 50° 38' 17" East - 390.83 feet), to a capped iron pin found, thence
4. Still with said lot North 14° 30' 11" West a distance of 159.58 feet, to a capped iron pin found, thence
5. Still with said lot North 59° 55' 46" East a distance of 166.29 feet, to a capped iron pin found, thence
6. Still with said lot North 74° 25' 06" East a distance of 903.29 feet, to a capped iron pin found, thence
7. Still with said lot North 69° 04' 58" East a distance of 1,367.49 feet, to a capped iron pin found, thence
8. Along a easterly line of Lot 23 in common with Lot 9, Block 142 (lands n/f Doris Duke) South 07° 57' 29" East a distance of 826.8 feet, to a point 1.6 feet south of a iron pin found, thence
9. Still with said lot North 82° 16' 01" East a distance of 1,114.80 feet, to a point 0.8 feet south of a iron pin found, thence
10. Leaving said common line South 69° 21' 01" Wes a distance of 3,056.31 feet, to an angle point, marked by a concrete monument found, thence
11. North 85° 06' 19" West a distance of 1,118.99 thence
12. South 80° 31' 33" West a distance of 197.36 feet, thence
13. Along the easterly sideline of Roycefield Road North 03° 27' 27" East a distance of 37.65 feet, to the point and place of beginning.

Containing 2,986,496 sq. ft. or 68.56 acres, more or less.

Being Parcel "A" as shown on a certain map entitle "General Services Administration & VA Asset management Service, Boundary Survey of Block 142, Lots 23 & 23E, Township of Hillsborough, Somerset County, New Jersey" Prepared by The Reynolds Group, Inc., dated 06/04/2004, last revised July 5, 2006.

GSA Parcel "B" Lot 23, Block 142

Township of Hillsborough
County of Somerset
State of New Jersey
TRG No. 97-039-6

Beginning at a point, said point being the most westerly corner of Lot 23, Block 142 in common with Lot 23B, Block 142 (lands n/f Ann Marie Burgess Dbk. 1662/773) on the easterly sideline of Roycefield Road (50' R.O.W.), thence

1. Along the easterly sideline of Roycefield Road North 03° 27' 27" East a distance of 0.24 feet, thence
2. Leaving the easterly sideline of Roycefield Road North 83° 36' 38" East a distance of 641.50 feet, to a capped iron pin found, thence
3. South 85° 06' 22" East a distance of 1,196.73 feet, to a point 0.6 feet south and 0.7 feet east of a concrete monument found, thence
4. South 20° 41' 15" East a distance of 327.64 feet, to a capped iron pin found, thence
5. South 24° 24' 44" West a distance of 559.53 feet, to a capped iron pin found, thence
6. Along Lot 23C, Block 142 (lands n/f County of Somerset Dbk. 1443/056) South 69° 20' 03" West a distance of 160.51 feet, to a capped iron pin found, thence
7. Along a parcel used by the United States Postal Service North 20° 39' 27" West a distance of 407.81 feet, to a nail found, thence
8. Still with said parcel South 69° 22' 47" West a distance of 335.35 feet, to a capped iron pin found, thence
9. Along a westerly line of Lot 23 in common with Lot 23B, Block 142 (lands n/f Ann Marie Burgess Dbk. 1662/773) North 20° 40' 58" East a distance of 697.46 feet, to a concrete monument found, thence
10. Still with said lot South 89° 08' 34" West a distance of 860.23 feet, to the point and place of beginning.

Containing 650,778 sq. ft. or 14.94 acres, more or less.

Being Parcel "B" as shown on a certain map entitled "General Services Administration & VA Asset management Service, Boundary Surve of Block 142, Lots 23 & 23E, Township of Hillsborough, Somerset County, New Jersey" Prepared by The Reynolds Group, Inc., dated 06/04/2004, last revised July 5, 2006.

Exhibit C
CERCLA Table Exhibit

Exhibit D
Restricted Areas

Exhibit E

Narrative Description of the Institutional Controls

i. Description of the Property and remedial activities.

The GSA-owned portion of the former DLA Somerville depot is described in Exhibit A. The Property is located at 152 Route 206 in Hillsborough Township, New Jersey and situated on a portion of Block 142, Lot 23. The Property consists of a total of 83.58 ± acres across two parcels on the west side of the lot separated by the Veterans Administration owned "Avenue C".

Remediation was conducted at the site to achieve limited restricted use standards (i.e., Non- Residential Soil Remediation Standards. Impacted soil was excavated and disposed at a licensed offsite facility and grades were restored onsite using clean fill and topsoil or clean fill and dense graded aggregate in areas formerly paved.

ii. Description of the institutional and/or engineering controls.

A. General Description of this Deed Notice:

This Deed Notice is being established as an institutional control for a portion of the former Defense Logistics Agency Strategic Materials Somerville Depot. The former depot (located on portion of Block 142, Lot 23) is an 86.83 ± acre area formerly utilized by the United States Army, the Veterans Administration, and the Defense Logistics Agency. Soil remediation was conducted across the site to meet limited restricted use standards with the exception of one area of concern where soil with contaminants above both the NJDEP Residential and Non-Residential Soil Remediation Standards remain. The engineering controls for these areas include the presence of approximately 6-inch thick pre-existing concrete cover.

By operation of this Deed Notice, the restricted area at the subject Property will be limited to uses that will maintain the current engineering and institutional controls established. The objective of the restrictions are to prevent potential exposure to- and/or migration of- soil that contains contaminants at concentrations exceeding the NJDEP Residential Direct Contact Soil Remediation Standard and Nonresidential Direct Contact Soil Remediation Standard.

B. Description of the Concrete Cap:

Within AOC 7N, it was determined that soil impacted with arsenic that was present below the existing concrete slab topped with asphalt can remain in-place with the concrete cap preventing direct contact with the underlying soils. The Concrete Cap covers approximately 2.5 acres along the former railroad between the Warehouses. The engineered soil cap consists of (a) 6- to 8-inch thick concrete slab and (b) 3- to 4 inches thick asphalt.

The objective of the concrete cap as an engineering control is to limit the potential for exposure and migration of underlying contaminants present in soil at concentrations in excess of the NJDEP Residential Direct Contact Soil Remediation Standards and Nonresidential Direct Contact Soil Remediation Standards.

The engineered soil cap is intended to be a physical barrier that would limit the potential for human direct contact to the underlying soils that exceed the NJDEP Residential Direct Contact Soil Remediation Standards and Nonresidential Direct Contact Soil Remediation Standards. In addition, the physical barrier will prevent wind or rain-based erosion forces that could result in migration of contaminants in the underlying soil.

C. Monitoring of Deed Notice and Engineering Controls:

Monitoring of the institutional and engineering control will consist of an annual inspection of the Restricted Areas,

at a minimum, and an evaluation of the engineered cap acting as an engineering control. The annual monitoring will be conducted at the subject Property to determine whether:

- 1) Any disturbances (including erosion) of the soil in the Restricted Areas resulted in the loss or reduction in protectiveness of the engineering control or an unacceptable exposure to underlying soil contamination;
- 2) There have been any land use changes subsequent to the filing of this Deed Notice or the most recent biennial certification, whichever is more recent;
- 3) The current land use on the Property is consistent with the restrictions in this Deed Notice;
- 4) Any newly promulgated or modified requirements of applicable regulations or laws apply to the site;
- 5) Any new standards, regulations, or laws apply to the site that might necessitate additional sampling in order to evaluate the protectiveness of the remedial action which includes this Deed Notice, so that additional sampling can be conducted, if necessary.
- 6) Capped areas that show signs of disturbance that reduce the protectiveness of the engineering controls within the Restricted Areas shall be repaired if there is a potential for exposure or migration. Inspections and maintenance activities will be logged and photo documented.
- 7) Alterations, excavations, or other disturbance of the engineering controls cap will be conducted in accordance with the Deed Notice and NJDEP regulations in effect at the time of disturbance. Planned disturbance activities will occur under a Remedial Action Workplan prepared in accordance with N.J.A.C. 7:26E-5.5 and applicable regulations and guidance in effect at the time of disturbance. Disturbance activities will be conducted in a timely manner and shall not result in the unacceptable exposure to contamination present in the underlying soil.
- 8) The results of inspections, maintenance, and repair activities of the engineering controls shall be documented in a logbook, which will be made available to the NJDEP upon request. The logbook shall contain dates of activities, name of the personnel conducting activities, and the results of activities including documentation of the condition of the cap with photo-documentation as appropriate.
- 9) During the biennial certification process, a regulatory review will be conducted to determine if newly promulgated or modified requirements exist in relation to the maintenance of this Engineering Control.

D. Description of Biennial Certification:

Annual monitoring for compliance and effectiveness of the institutional and engineering control(s) pursuant to (A) and (B), above, shall be documented in support of a biennial certification of the protectiveness of the remedial action that includes the Deed Notice.

The Biennial Certification shall be submitted to the NJDEP every two years in the format required by the regulations and guidance in effect at the time of submittal.

The Biennial Certification report will include:

- 1) Certification of the protectiveness of the remedial action and Deed Notice;
- 2) Description of how the institutional and engineering controls are being maintained;
- 3) Determination whether the remedial action and deed notice continues to be protective of public health

and safety and the environment; and

4) Assessment of Land Use at the Property remains consistent with the restrictions in the Deed Notice;

5) A monitoring report that describes the specific operation and maintenance activities implemented over the reporting period will be prepared in support of the biennial certification. Copies of all inspection logs and photos will be included as necessary and appropriate.

6) A statement that the engineering controls continue to operate as designed.

7) A statement that the engineering controls, continue to be protective of the public health and safety and of the environment.

iii. Planned response in the event that the state of an institutional control and/or engineering control is unacceptable.

In the event that the institutional or engineering controls present at the site are determined to be insufficient to protect human health and the environment, action may be taken to revise the institutional control, repair or replace engineering controls, initiate additional remedial activities to meet remedial standards appropriate to the use of the Property.

