

**BOROUGH OF SEA BRIGHT
1167 OCEAN AVENUE
SEA BRIGHT
MONMOUTH COUNTY, NEW JERSEY
732-842-0099**



**BID PROPOSAL
Communications / Cell Tower
Lease of Municipal Property on
Block 20, Lot 7 and Block 23, lots 1, 2.01 and 2.02 For Co-location on a
flagpole type tower and ancillary communications support
equipment and structure with simultaneous leasing of multiple co-
locator tenants.**

BID OPENING FEBRUARY 12, 2020 @ 10:00am

Dated: _____

Company Name: _____

Signature: _____

Print Name and Title: _____

Phone Number: _____

**BIDDING DOCUMENTS AND
 INSTRUCTIONS TO BIDDERS**

FOR THE CONTRACT ENTITLED:

Sub-Lease of Municipal property on Block 20, Lot 7 and Block 23, lots 1, 2.01 and 2.02 for the colocation on a flagpole type tower, and ancillary communications support equipment and structures with simultaneous leasing and co-location of additional co-locators at the site.

DATE AND TIME OF THE BID OPENING:

FEBRUARY 12, 2020 at 10:00 AM

CONTENTS AND CHECK LIST FOR BIDDERS

PAGE	DESCRIPTION	INCLUDED IN BID DOCUMENT	BIDDER MUST INCLUDE IN BID
3	Published Notice to Bidders	X	
4	Mandatory Affirmative Action Language	X	
6	Mandatory Americans with Disabilities Act Language	X	
7	General Instructions to Bidders	X	
13	No Bid Response Form	X	X
14	Instructions to Bidders	X	
20	Bid Proposal	X	X
21	Affirmative Action Form	X	X
22	Stockholder or Partnership Disclosure Statement	X	X
23	Non-Collusion Affidavit	X	X
N/A	New Jersey Business Registration Certificate		X
24	Iran Disclosure	X	X
N/A	Bid Security		X

NOTICE TO BIDDERS

NOTICE IS HEREBY GIVEN that sealed bids will be received by the Borough Clerk for the Borough of Sea Bright, County of Monmouth, State of New Jersey on February 12, 2020, at 10:00 AM prevailing time in the Borough of Sea Bright, 1167 Ocean Avenue, Sea Bright, New Jersey 07760, at which time and place bids will be opened and read in public for:

Sub-Lease of Municipal property on Block 20, Lot 7 and Block 23, lots 1, 2.01 and 2.02 for the co-location on a flagless flagpole type tower, and ancillary communications support equipment and structures with simultaneous leasing and co-location of additional co-locators at the site.

Specifications and other bid information may be obtained at the office of the Borough Clerk and may be obtained by prospective bidders during the hours of 8:30 A.M. to 4:30 P.M. Monday through Friday. Other bid information may also be obtained at the office of the Borough Clerk, Borough of Sea Bright, 1167 Ocean Avenue, Sea Bright, New Jersey 07760, during the same regular business hours.

The successful bidder shall be required to comply with the requirements of P.L. 1975, c. 127 (N.J.A.C. 17:27 et seq.), an act relating to affirmative action in relation to discrimination in connection with certain public contracts.

The Borough reserves to itself the right to reject any and all bids or waive informalities if deemed to be in the best interests of the Borough.

By Order of the Borough of Sea Bright

Christine Pfeiffer
Borough Clerk

EXHIBIT A

MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE

N.J.S.A. 10:5-31 et seq. (P.L. 1975, C. 127)

N.J.A.C. 17:27

GOODS, PROFESSIONAL SERVICE AND GENERAL SERVICE CONTRACTS

During the performance of this contract, the contractor agrees as follows:

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Except with respect to affectional or sexual orientation and gender identity or expression, the contractor will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause.

The contractor or subcontractor, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex.

The contractor or subcontractor, where applicable, will send to each labor union or representative or workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer advising the labor union or workers' representative of the contractor's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et seq., as amended and supplemented from time to time and the Americans with Disabilities Act.

The contractor or subcontractor agrees to make good faith efforts to employ minority and women workers consistent with the applicable county employment goals established in accordance with N.J.A.C. 17:27-5.2, or a binding determination of the applicable county employment goals determined by the Division, pursuant to N.J.A.C. 17:27-5.2.

The contractor or subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, labor unions, that it does not discriminate on the basis of age, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

The contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the State of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

In conforming with the applicable employment goals, the contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The contractor shall submit to the public agency, after notification of award but prior to execution of a goods and services contract, one of the following three documents:

Letter of Federal Affirmative Action Plan Approval

Certificate of Employee Information Report

Employee Information Report Form AA302

The contractor and its subcontractors shall furnish such reports or other documents to the Div. of Contract Compliance & EEO as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Div. of Contract Compliance & EEO for conducting a compliance investigation pursuant to **Subchapter 10 of the Administrative Code at N.J.A.C. 17:27**.

Bidder's Signature

Americans with Disabilities Act Mandatory Language

Equal Opportunity for Individuals with Disabilities

The contractor and the Borough of Sea Bright (hereinafter the "Borough") do hereby agree that the provisions of Title II of the Americans with Disabilities Act of 1990 (the "Act"), 42 U.S.C. §12101 et seq., which prohibits discrimination on the basis of disability by public entities in all services, programs, and activities provided or made available by public entities and the rules and regulations promulgated pursuant thereto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the Borough pursuant to this contract, the contractor agrees that the performance shall be in strict compliance with the Act. In the event that the contractor, its agents, servants, employees or subcontractors violate or are alleged to have violated the Act during the performance of this contract, the contractor shall defend the Borough in any action or administrative proceeding commenced pursuant to this Act. The contractor shall indemnify, protect, and save harmless the Borough, its agents, servants, and employees from and against any and all suits, claims, losses, demands or damages of whatever kind or nature arising out of or claimed to arise out of the alleged violation. The contractor shall, at its own expense, appear, defend and pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the Borough's grievance procedure, the contractor agrees to abide by any decision of the Borough which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the Borough or if the Borough incurs any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the contractor shall satisfy and discharge the same at its own expense.

The Borough shall, as soon as practicable after a claim has been made against it, give written notice thereof to the contractor along with full and complete particulars of the claim. If any action or administrative proceeding is brought against the Borough or any of its agents, servants and employees, the Borough shall expeditiously forward or have forwarded to the contractor every demand, complaint, notice, summons, pleading, or other process received by the Borough or its representatives.

It is expressly agreed and understood that any approval by the Borough of the services provided by the contractor pursuant to this contract will not relieve the contractor of the obligation to comply with the Act and to defend, indemnify, protect, and save harmless the Borough pursuant to this paragraph.

It is further agreed and understood that the Borough assumes no obligation to indemnify or save harmless the contractor, its agents, servants, employees and subcontractors for any claim which may arise out of their performance of this Agreement. Furthermore, the contractor expressly understands and agrees that the provisions of this indemnification clause shall in no way limit the contractor's obligations assumed in this agreement, nor shall they be construed to relieve the contractor from any liability, nor preclude the Borough from taking any other actions available to it under any other provisions of this agreement or otherwise at law.

GENERAL INSTRUCTIONS TO BIDDER

- 1. A Pre-bid meeting for interested bidders: () will be held as follows
(X) will not be held

- 2. Bidder inquiry as to details of the specifications may be made of:
CONTACT PERSON: DECLAN O’S SCANLON
Communications Consultant

ADDRESS: FSD ENTERPRISES, LLC
65 Mechanic Street, Suite 201
Red Bank, New Jersey 07701

PHONE NO: 732-741-3246 Fax: 732-741-7015

BETWEEN THE HOURS OF 9:00 a.m. and 5:00 p.m. MONDAY - FRIDAY

- 3. Submitting of Bids:
 - a. The Borough of Sea Bright, Monmouth County, New Jersey (hereinafter referred to as the “Borough” invites sealed bids pursuant to the Notice of Bidders.

 - b. All bids must be received in the Office of the Borough Clerk by:

Date: February 12, 2020 Time: 10:00 AM

All bids must be submitted in a sealed envelope addressed and marked as follows:

FROM:	TO: Borough of Sea Bright
NAME OF BIDDER	ATTN: BOROUGH CLERK
ADDRESS OF BIDDER	1167 Ocean Avenue
	Sea Bright, New Jersey 07760

**BID PROPOSAL FOR:
SUB-LEASE FOR COMMUNICATIONS TOWER, ON MUNICIPAL PROPERTY.**

- c. If bids are sent by regular mail, it will be at the bidder’s risk.

- d. No responsibility will attach to any Municipal representative for the premature opening of a bid not properly addressed and identified.

- e. No interpretation of the meaning of the Specifications or other contract documents will be made to any bidder orally. Every request shall be in writing addressed to the Borough Clerk, Borough of Sea Bright. Such requests must be received at least five (5) business days prior to the opening of the bid. The sealed envelope, in order to be considered a completed, proper bid, must contain the following on standard proposal forms when provided in this document:

- I. BID PROPOSAL FORM (STANDARD FORM), complete including total amount of bid and signature.
- II. STOCKHOLDER OR PARTNERSHIP DISCLOSURE STATEMENT (STANDARD FORM), completed and signed.
- III. NON-COLLUSION AFFIDAVIT (STANDARD FORM), complete, signed and notarized.
- IV. BID SECURITY shall be made a part of the bid documents. Failure to provide such documentation will result in rejection of the bid.
- V. AFFIRMATIVE ACTION FORM completed and signed.
- VI. Other documents as may be indicated on the check list of the Instruction to Bidder Cover.
- VII. The Borough reserves the right to require a complete financial and experience statement from prospective bidders showing that they have satisfactorily completed work of the nature required before furnishing proposal forms or Specifications or before awarding the Contract.
- VIII. IRAN DISCLOSURE FORM completed and signed.

4 Bid Security

The following provision shall be applicable to this bid and be made a part of the bidding documents:

Bid Guarantee

Bidder shall submit with the bid a certified check, cashier's check or bid bond in the amount of ten (10%) percent of the first year bid amount, but not in excess of \$20,000, payable unconditionally to the Borough of Sea Bright. When submitting a Bid Bond, it shall contain Power of Attorney for full amount of Bid Bond from a surety company authorized to do business in the State of New Jersey and acceptable to the Borough. The check or bond of the unsuccessful bidder(s) shall be returned as prescribed by law. The check or bond of the bidder to whom the contract is awarded shall be retained until a contract is executed. The check or bond of the successful bidder shall be forfeited if the bidder fails to enter into a contract.

Failure to submit this shall be cause for rejection of the bid.

5. Interpretation and Addenda:

- a. No oral interpretation shall be made to any bidder as to the meaning of any of the contract documents or be effective to modify any of the provisions of the specifications and contract documents.

- b. Any supplemental instructions or requirements will be in the form of a written Addendum which will be forwarded to all prospective bidders on record by Fax and/or email not later than five (5) working days prior to the date fixed for the opening of bids. Failure of any bidder to receive addenda shall not relieve the bidder from any obligation under its bid.
- c. All Addenda issued prior to bid receipt date must also be signed and returned with the bid.
- d. All Addenda issued prior to date of receipt of bids shall become part of the contract documents and included in bid prices.

6. Quotations and Bids:

- a. Prices should be quoted without any Federal or State taxes, as Municipalities are exempt from such taxes.
- b. Failure of the bidder to sign the bid in ink or have the signature of an authorized representative or agent on the bid proposal in the space provided may be cause for rejection of the bid.

7. Brand Names, Standards or Quality, Patents

- a. Only manufactured products of the United States, wherever applicable, shall be used on this contract in accordance with prevailing statutes.
- b. Brand names and/or descriptions used in this bid are to acquaint bidders with the type of commodity desired and will be used as a standard by which alternate or competitive materials offered will be judged. Competitive items must be equal to the standard described and be of the same quality of work. Variations between materials described and the materials offered are to be fully explained by the bidder on a separate sheet and submitted with the proposal form. Vendor's literature will not suffice in explaining exceptions to these specifications. In the absence of any changes by the bidder, it will be presumed and required that materials as described in the proposal be delivered.
- c. The Borough reserves the right to evaluate the equivalency of a product which, in its deliberations, meets the intentions of the Borough.
- d. The contractor shall hold and save harmless the Borough, its officers, agents, servants, and employees from any liability of any nature and kind for or on account of the use of any copyrighted or uncopyrighted composition, secret process, patented or unpatented invention or article furnished or used in the performance of this contract.

8. Award of Bids:

- a. In comparing bids, consideration will not be confined to cost only. The successful bidder(s) will be the one(s) whose proposal is judged to best meet all of the specifications.
- b. The Borough reserves the right to reject any or all bids; to waive any minor discrepancies in the bids or specifications when deemed to be in the best interest of the Borough.

c. The Borough reserves the right to award equal or tie bids at their discretion to any one of the tie bidders with order of height and ground space choice to be mediated by the Borough or chosen by fair random drawing.

d. Should the bidder(s), to whom the contract(s) is/are awarded, fail to enter into a contract, the Borough may then, at its option, accept the bid of the next highest responsible bidder(s).

9. Insurance:

a. If it becomes necessary for the bidder to enter upon the premises or property of the Borough or any other property not owned by the Borough but where the bidder is acting as an agent for the Borough to construct, erect, inspect, make delivery or remove property hereunder, the successful bidder covenants and agrees to take, use, provide and make all proper, necessary and sufficient precautions, safeguards and protection against any accidents, injuries or damages.

b. During the term of Sub-Lease, the successful bidders shall carry, at their sole cost and expense, the following insurance: (i) "All Risk" property insurance for its property's construction cost; (ii) commercial general liability insurance with a minimum limit of liability of \$4,000,000 combined single limit for bodily injury or death/property damage arising out of any one occurrence; and (iii) Workers' Compensation Insurance as required by law.

c. The successful bidder shall indemnify the Borough against any claim by having the Borough of Sea Bright named as "Additional Insured" on the insurance policy, as set forth in the specifications.

10. Financial and Experience Statement:

The Borough reserves the right to require a complete financial and experience statement from prospective bidders showing that they have satisfactorily completed work of the nature required before furnishing proposal forms or Specifications or before awarding the contract.

11. Termination:

a. If through any cause the successful bidder shall fail to fulfill in a timely and proper manner obligations under this contract or if the successful bidder shall violate any of the requirements of this contract, the Borough shall thereupon have the right to terminate this contract by giving written notice to the successful bidder should the successful bidder fail to rectify the situation after thirty (30) days.

b. The successful bidder agrees to indemnify and hold the Borough harmless from any liability to subcontractors/suppliers for payment for work performed or goods supplied arising out of the lawful termination of the contract by the Borough under this provision.

12. Hold Harmless:

Any bidder awarded a Sub-Lease under these specifications shall indemnify and hold harmless the Borough of Sea Bright, its officers, employees, agents and servants from and against any and all claims, demands, suits, actions, recoveries, judgments, costs and expenses including attorney's fees incurred or suffered on account of property damage or loss and/or personal injury,

including loss of life, of any person, agency, corporation or governmental entity which shall arise out of the course of or in consequence to any acts or omissions of the bidder, its employees, agents, servants or subcontractors in the performance of the work pursuant to these specifications or the failure of the bidder, its employees, agents, servants or subcontractors to comply with any term or condition of these specifications. The bidder further agrees that this indemnification by the bidder shall continue after completion of the Sub-Lease for all claims, demands, suits, actions, recoveries, judgments, costs and expenses, including attorney's fees resulting from acts or omissions of the bidder, its employees, agents, servants or subcontractors which occur prior to the completion of the Sub-Lease.

13. **Non-Collusion Affidavit:**

The Non-Collusion Affidavit, which is part of these specifications, shall be properly executed and submitted intact with the proposal.

14. **Statement of Corporate Ownership:**

Chapter 33 of the Public Laws of 1977 provides that no corporation or partnership shall be awarded any contract for the performance of any work or the furnishing of any materials or supplies, unless, prior to the receipt of the bid or accompanying the bid said corporation or partnership, there is submitted a statement setting forth the names and addresses or all stockholders in the corporation or partnership who own a ten (10%) percent or greater interest therein. Said Statement shall be completed and attached to the bid proposal. If any stockholder or partner has been previously convicted of a crime of bribery (or other financial crime), then such bidder shall not be a responsible bidder.

15. **Non-Discrimination:**

There shall be no discrimination against any employee engaged in the work pursuant to any contract resulting from this bid, or against any applicant to such employment because of race, creed, color, national origin or ancestry, sexual or affectional preference or handicap. This provision shall include, but not be limited to the following: employment upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rate of pay or other forms of compensation and selection for training, including apprenticeship. The contractor shall insert a similar provision in all subcontracts for services to be covered by any contract resulting from this bid.

16. **Statutory and Other Requirements:**

1. Required Affirmative Action Evidence

- A. No firm may be awarded a contract unless they comply with the Affirmative Action regulations of P.L. 1975, C. 127 (N.J.A.C. 12:27 et seq).
- B. Procurement, Professional and Service Contracts

All successful vendors must submit prior to the date of award one of the following:

- i. a letter from the U.S. Department of Labor that the contractor has an existing

federally approved or sanctioned Affirmative Action Program; or

ii. a Certificate of Employee Information Report approval; if vendor does not have either of the above, the public agency is required to provide the vendor with an initial Affirmative Action Employee Information Report (Form AA-302).

2. Americans with Disabilities Act of 1990

All vendors must comply with Title II of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101).

3. Alternative Dispute Resolution

All disputes arising under this contract shall be submitted to the alternate dispute resolution procedures of mediation or non-binding arbitration pursuant to *N.J.S.A. 40A:11-1 et seq.*, and more particularly *N.J.S.A. 40A:11-50*.

4. Worker and Community Right to Know

The manufacturer or supplier of a substance of mixture shall supply the Chemical Abstracts Service number of all the components of the mixture or substance and the chemical name to the Borough to assure that every container bears a proper label 315 "Worker and Community Right to Know Act", subsection b, Section 14. Further all applicable Material Safety Data Sheets (M.S.D.S.), a/k/a, hazardous substance fact sheet, must be furnished to the Borough.

5. Acquisition, Merger, Sale and/or Transfer of Business, etc.

It is understood by all parties that if, during the life of the Sub-Lease, the successful bidder disposes of his/her business concern by acquisition, merger, sale and/or transfer or by any means convey his/her interest(s) to another party, all obligations are transferred to that new party. In this event, the new owner(s) may be required to submit, when required a performance bond in the amount of one year of then current Sub-Lease payments.

6. Governing Law, State and Funding

This contract shall be governed by and construed in accordance with the laws of the State of New Jersey, including the Local Public Contracts Law of the State of New Jersey (*N.J.S.A. 40A:11 et seq. and N.J.A.C. 5:34-1 et seq.*) and the Uniform Commercial Code (UCC). **All work on this project shall be done in accordance with prevailing wage requirements per New Jersey State law.**

NO BID RESPONSE FOR REASONS CHECKED

- | | |
|-------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------|
| <input type="checkbox"/> CANNOT COMPLY WITH SPECIFICATIONS | <input type="checkbox"/> UNABLE TO MEET DELIVERY |
| <input type="checkbox"/> CANNOT COMPLY WITH TERMS/CONDITIONS WHICH ONES? _____ | <input type="checkbox"/> DO NOT SELL/MANUFACTURE TYPE OF ITEMS INVOLVED _____ |
| <input type="checkbox"/> OTHER [Specify] _____ | |
| <input type="checkbox"/> WE DO | |
| <input type="checkbox"/> WE DO NOT WANT TO REMAIN ON MAILING LIST FOR FUTURE PROCUREMENT OF THE TYPE OF ITEMS INVOLVED. | |

NAME AND ADDRESS OF FIRM

TYPE OR PRINT NAME OF SIGNER

SIGNATURE

-----FOLD HERE-----

SOLICITATION:

Sub-Lease of Municipal property on Block 20, Lot 7 and Block 23, lots 1, 2.01 and 2.02 for the co-location on a flagless flagpole type tower, and ancillary communications support equipment and structures with simultaneous leasing and co-location of additional co-locators at the site.

DATE/TIME: FEBRUARY 12, 2020 / 10:00 AM

----- FOLD HERE -----

FROM:

AFFIX
STAMP
HERE

TO: Borough of Sea Bright
ATTN: CHRISTINE PFEIFFER, BOROUGH CLERK
1167 Ocean Avenue
Sea Bright, New Jersey 07760

INSTRUCTIONS TO BIDDERS

1. INTENT

The intent of these specifications is for the Borough of Sea Bright to be furnished proposals for the Sub-Lease of Borough property located in the Borough of Sea Bright for the project identified as:

Sub-Lease of Municipal property on Block 20, Lot 7 and Block 23, lots 1, 2.01 and 2.02 for the co-location on a flagless flagpole type tower, and ancillary communications support equipment and structures with simultaneous leasing and co-location of additional co-locators at the site.

Successful Bidder(s) shall be responsible, at its expense, for the installation and/or construction of its equipment. Final design shall be approved by Borough. A pro-rata share of development and construction costs shall be remitted to builder of the tower by any co-locating tenants of that tower.

It is intended that each Sub-Lease shall include the right to install and maintain antennas for use in connection with communications equipment, together with the right to erect and maintain ground equipment as space permits. Submitted bid(s) shall be for the right to install antennas and associated equipment on the tower within one 10' canister. If an additional 10' canister is needed, Successful bidder may use one additional canister for an additional ten thousand dollars per month. Available centerlines on the existing tower are at 55' and 85'.

If technically feasible, and agreed upon by the Borough, the successful bidder(s) shall be allowed, at its/their option, to use the premises for operation and maintenance of temporary equipment until the Tower is complete and operating. Successful Bidders opting to use temporary equipment shall sign a separate agreement ("Temporary Tower Agreement") with the Borough. Upon completion of the permanent Tower, temporary equipment shall be removed. If temporary equipment is permitted by the Borough rent shall begin upon the commencement of the construction or placement of the temporary site for the duration of the Temporary Tower Agreement.

2. SPECIFICATION DETAILS

2.1 Site Plan:

The project is a municipally sanctioned project located on municipally owned property. When collocating on the existing tower, after informal governing body approval, Successful bidder must submit plans to the building department for review and approval. Upon municipal governing body approval of final site design and site plan approval as outlined herein, the Successful Bidder(s) shall submit electrical and building permit applications. Successful bidders and future Lessees may begin construction after receiving informal approval from the Borough and Planning Board and a building permit from the Borough's Construction Official. Approvals of said Application shall not be unreasonably withheld or denied. Specific site location shall be determined during the review process, which shall include consideration of CAFRA requirements. No improvements, construction, installation or alteration shall be commenced until plans for such work have been approved by the Borough and all necessary permits have been properly obtained by the successful bidder. The plans shall include fully dimensioned site plan

drawn to scale showing the proposed locations for ground area required; height of antenna, type and sizing of antenna mountings; proposed type and height of fencing; proposed landscaping; and the proposed sizing and type of construction materials for all structures, including fencing and any other details the Borough may request. Future co-locators shall not be required to obtain site plan approval, provided co-locator installation adheres to the initial board-approved plans.

2.2 Structural integrity.

Upon completion of the construction and installation of the antennae and tower equipment, the successful bidder shall submit a written report from a licensed professional engineer certifying to the structural integrity of the Tower and that all antennae and related equipment mounted thereon are secure and that they meet or exceed applicable design-to, structural and construction safety requirements.

2.3 State and Federal requirements:

Tower shall meet or exceed current standards and regulations of the FAA, the FCC, and any other Agency of the State or Federal government with the authority to regulate communications towers.

2.4 Accessory and ancillary structures.

Each of the successful bidders shall be permitted to install or construct one (1) accessory/ancillary building or equipment cabinet on an elevated platform within the site (so as to preserve parking space and to conform to any flood elevation requirements). The floor space for successful bidder's equipment shall not exceed available space within the permitted equipment building without the consent of the Borough.

2.5 Fencing and landscape.

The site on which the Tower, accessory, ancillary buildings or cabinets are situated shall be completely enclosed with a fence.

2.6 Lighting.

The Tower shall not be artificially lighted, unless required by FAA or other applicable authority. If lighting is required, the lighting alternatives and design shall cause the least disturbance to the surrounding properties and views and shall be subject to the approval by the Borough.

3. TERMS AND CONDITIONS

3.1 Sub-Lease agreement.

3.1.1 Under a previous bid, Verizon "Lead Bidder" was awarded the right to construct, own and manage a tower. Successful Bidder(s) shall enter into a Sub-Lease with the Lead Bidder.

3.1.2 Should the successful bidder(s) fail to execute and deliver a Sub-Lease with the Lead Bidder within forty-five (45) days after bid award, the bidder forfeits to the Borough as liquidated damages the bid security deposited with its bid. The Borough shall then have the right to approve a Sub-Lease with the next highest bidder. An extension of the 45-day limit may be granted by the Borough if the winning bidder is making a good faith effort to finalize the Sub-Lease for execution.

3.2 Sub-Lease Term:

3.2.1 The initial Sub-Lease term(s) shall be five (5) years with four (4) five (5) year renewal options, for a maximum of twenty-five (25) years.

3.2.2 Abandonment or termination - upon termination or abandonment of the Tower the Borough shall have the right of requiring the last Co-locator utilizing the premises to cause the removal of all improvements and facilities relating to the Tower within 90 days of written notification.

3.3 Ownership of the Tower.

Upon completion of the Sub-Lease Term Tower shall be removed at Lead Bidder's, or last remaining Tenant's, cost and expense or, at the option of the Borough, title to the Tower shall be transferred to the Borough by Bill-of-Sale for the sum of one (1) dollar.

3.4 Simultaneous leasing of premises and co-location.

3.4.1 Lead Bidder shall be reimbursed the cost of common improvements, by other winning bidders or co-locators, on a pro-rata share basis. The Borough shall allow for simultaneous leasing of the premises to other bidders under identical terms except as to the accepted rent bid for each successful bidder and provisions which apply exclusively to the Lead Bidder. 100% of all Rent from Co-Locators shall be paid directly to the Borough. Rent paid by each co-locator shall not be less than the rent bid amount. All successful co-locating bidders shall be required to enter into a "Co-Location Agreement" with each other that shall state the rights and responsibilities to each other, but the lack of a Co-Location Agreement shall not serve to excuse any bidder from making lease payments when due. If sharing a tower, each co-locating bidder shall contribute a pro rata share of the development of the site and reasonable cost of construction of the Tower to the Lead bidder for the shared tower.

3.4.2 Successful Bidder(s) shall be required to apply for all required approvals and permits, for Successful Bidder's construction and equipment installation. Application will be at the sole cost of the Successful Bidder(s). Submission of design drawings and permit applications shall occur in a timely manner. Approval of the applications shall not be unreasonably delayed or withheld.

Successful Bidder(s) shall commence construction within 60 days, unless an extension is granted by the Borough, of receipt of all required governmental approvals, including a building permit.

3.5 Use of premises by other providers.

Each provider shall be solely responsible for the cost of locating and placing its equipment onto the Tower and into ancillary support facilities, including any support building.

3.6 Sub-Lease Term for co-locating or other providers.

The initial Sub-Lease term of all successful bidders co-locating shall be five (5) years with four (4) five (5) year renewal options. Future Sub-Leases shall conform to the originally memorialized term.

3.7 Base rent/Municipal Contribution.

3.7.1 Bids shall be submitted for an annual base rent of not less than thirty-five thousand (\$35,000.00) dollars to be paid in twelve (12) equal monthly installments. Submitted Bid shall be for the right to install antennas and associated equipment on the tower within one 10' canister. If an additional 10' canister is needed, Successful bidder may use one additional canister for an additional ten thousand dollars per month. Available heights are 55' and 85'. Commencement of rent shall be due upon receipt of all required permits to begin construction or 120 days after the bid due date, whichever occurs first, unless there is an extension expressly granted by the Borough. An extension of the 120-day Commencement Date limit may be granted by the Borough if cause for delay in obtaining necessary approvals is beyond the control of Successful Bidder and/or if Successful bidder is making a good faith effort to obtain necessary approvals. There shall be a yearly increase in rent by 3%.

3.7.2 A one-time, up-front payment of \$3,000 shall be made by each successful bidder to the Borough prior to the start of construction. This one-time, up-front payment is in addition to the annual base rent amount.

3.8 Use of premises.

The successful bidders shall use the premises for the construction and operation of communications antenna and related equipment and a location based system, including, without limitation, antenna(s), coaxial cable, base units and other associated equipment as such location based system may be required by any county, state or federal agency/department. The successful bidders, shall at their expense, comply with all present and future Federal, State, County and Local laws, ordinances, rules and regulations (including laws and ordinances relating to health, safety, radio frequency emissions, and radiation) in connection with the use, operation, maintenance, construction and or installation of the premises.

3.9 Assignment and subletting.

The successful bidders shall not assign or transfer the Lease or Sub-Lease or sublet all or any portion of the site without the prior written consent of the Borough of Sea Bright, provided, however that the successful bidders may assign its interest to its parent company, any subsidiary or affiliate of it or its parent company or to any successor-in-interest or entity acquiring fifty percent (50%) or more of its stock or assets.

3.10 Maintenance, repairs and utilities.

All successful bidders shall, at their own expense, maintain the leased premises and all improvements, equipment and other personal property on the premises in good working order, condition and repair. All successful bidders shall keep the premises free from debris and anything dangerous, noxious, or offensive nature or which would create a hazard or undue vibration, heat, noise or interference. The Lead Bidder shall arrange for the maintenance of the common areas of the leased premises and other successful bidders shall contribute a pro rata share to the cost of such maintenance. Successful bidders shall also arrange for their own metered electrical service from the local utility company and shall pay all charges for the electricity and other utilities used by it at this site.

3.11 Interference.

The successful bidders shall not cause interference to the radio frequency communications operations of the Borough of Sea Bright should any such equipment be installed. Should such interference occur the successful bidders shall promptly take all necessary action at no cost to the Borough to eliminate the cause of said interference including, if necessary, removing and/or relocating equipment causing said interference. Additionally, the Borough shall not permit the installation of any future equipment at the site which results in technical interference problems with the successful bidder's then existing equipment.

3.12 Insurance.

During the term of Sub-Lease, the successful bidders shall carry, at their sole cost and expense, the following insurance: (i) "All Risk" property insurance for its property's construction cost; (ii) commercial general liability insurance with a minimum limit of liability of \$4,000,000 combined single limit for bodily injury or death/property damage arising out of any one occurrence; and (iii) Workers' Compensation Insurance as required by law.

3.13 Evidence of insurance.

Certificates of insurance for each insurance policy required to be obtained by Successful Bidder in compliance with this paragraph, along with written evidence of payment of required premiums shall be filed and maintained with Borough within thirty (30) days of the Commencement Date. Each year thereafter, Successful Bidder agrees to provide Borough with proper Insurance Certificate renewal. Successful Bidder shall immediately advise Borough of any claim or litigation that may result in liability to Borough.

3.14 Named Insureds.

All policies, except for business interruption and worker's compensation policies, shall name Borough and all associated, affiliated, allied and subsidiary entities of Borough, now existing or hereafter created, and their respective officers, boards, commissions, employees, agents and contractors, as their respective interests may appear as additional insureds.

3.15 Cancellation of policies of insurance.

Lessee shall be required to give written notice to Borough immediately upon becoming aware of Insurer not to renew any insurance policy or to cancel, replace or materially alter the same.

3.16 Approvals.

The tower project is a municipally sanctioned project on municipally owned property. The Borough of Sea Bright shall not require successful bidder or any future co-locators to apply for approval of local zoning authority in order to begin construction of the facility and communications equipment installation. Successful bidders and future co-locators may begin construction after receiving informal approval from the Borough and Planning Board and a building permit from the Borough's Construction Official. Approvals of said Application shall not be unreasonably withheld or denied.

3.17 Default and Borough’s remedies.

It shall be a default if the successful bidder defaults in the payment or provision of rent or any other sums to the Borough when due, or if the successful bidder defaults in the performance of any other covenant or condition and does not cure such default within thirty (30) days after written notice from the Borough specifying the default complained of; or if the successful bidder abandons or vacates the premises; or if the successful bidder is adjudicated as bankrupt or makes any assignment for benefits to creditors; or if the successful bidder becomes insolvent. In the event of a default the Borough shall have the right, at its option, in addition to and not exclusive of any other remedy the Borough may have by operation of law, without further demand or notice, declare the Sub-Lease at an end.

3.18 Damage or destruction of Tower.

If the Tower or any portion of the Tower is destroyed or damaged so as to materially hinder effective use of the Tower through no fault or negligence of the successful bidders, the successful bidders may elect to terminate their Sub-Lease Agreement upon thirty (30) days written notice to the Borough. In such event, the successful bidder shall promptly remove the Tower and ancillary support equipment and structures from the premises. Alternatively, the successful bidders may, at their own expense, replace the Tower in accordance with all specifications and requirement applicable to the original installation. Rent shall abate until (1) the Tower is rebuilt and back in service or (2) ninety (90) days from the date the Tower is damaged, whichever occurs first.

4. EXCEPTIONS TO SPECIFICATIONS.

Each prospective bidder shall explain fully in writing any proposed exceptions and/or deviation from these specifications. These full explanations shall begin below and additional pages may be inserted as appropriate to provide necessary information required keyed to specification paragraphs:

4.1 Collateral Assignment.

Borough hereby (a) consents to the collateral assignment of and granting of a security interest from time to time in favor of any holder of indebtedness borrowed by Successful Bidder (“Lender”), whether now or hereafter existing, in and to all of Successful Bidder’s right, title and interest in, to and under this Agreement; (b) agrees to simultaneously provide Lender with a copy of any notice of default under the Agreement sent to Successful Bidder and allow Lender the opportunity to remedy or cure any default as provided for in the Agreement; and (c) agrees to attorn to Lender as if Lender were Successful Bidder under the Agreement upon the written election of Lender so long as any existing default under the Agreement has been cured as provided thereunder. Borough hereby further agrees to permit Lender to remove from the Property any of the collateral in which Lender has been granted a security interest by Successful Bidder (“Collateral”) in accordance with any security documents granted in favor of Lender, provided, however, that Lender shall promptly repair, at Lender’s expense, any physical damage to the Property directly caused by said removal.

BID PROPOSAL

TO: Borough of Sea Bright
ATTN.: CHRISTINE PFEIFFER, BOROUGH CLERK
1167 Ocean Avenue
Sea Bright, New Jersey 07760

The undersigned bidder(s) declares that he/she has read the Notice to Bidders, Instructions to Bidders, Affidavits and Specifications attached, that he/she has determined the conditions affecting the bid and agrees, if this proposal is accepted, to furnish and deliver the following:

Sub-Lease of Municipal property on Block 20, Lot 7 and Block 23, lots 1, 2.01 and 2.02 for the co-location on a flagless flagpole type tower, and ancillary communications support equipment and structures with simultaneous leasing and co-location of additional co-locators at the site.

The bid amount offered per year (minimum \$35,000 per year) is: \$ _____
write numerically
_____ Dollars
write bid amount in words

For the _____ elevation.
Choose either 55' or 85'

An additional 10' canister (choose one) ___ WILL / ___ WILL NOT be needed for an additional \$10,000.00 per year rent.

The undersigned is a Corporation under the laws of the State of _____
Partnership
Individual
having its principal office at: _____

Check List Enclosures

- (Required Evidence)
__ No Bid Response Form
__ Non-Collusion Affidavit
__ Affirmative Action Form
__ Stockholder Disclosure

- (Required Security)
__ NJ Business Registration Certificate
__ Bid Security
__ Signed Proposal

COMPANY

ADDRESS

FED ID. OR SOCIAL SECURITY NO.

TELEPHONE NUMBER

FAX NUMBER

DATE

SIGNATURE

TYPE OR PRINT NAME

TITLE

**REQUIRED EVIDENCE
AFFIRMATIVE ACTION REGULATIONS
PUBLIC LAW 1975, C. 127 (N.J.A.C. 17:27)**

If awarded a contract, all procurement and service contractors will be required to comply with the requirements of P.L. 1975, C 127, (N.J.A.C. 17:27). Prior to the date of the award, the successful bidder shall present one of the following:

1. A letter from the U.S. Department of Labor that the successful bidder has an existing federally approved or sanctioned Affirmative Action Program.

OR

2. A Certificate of Employee Information Report Approval.

OR

3. If you do not have either of the above, check below:

_____ Please send our company an Affirmative Action form for our completion (A.A.302 - Affirmative Action Employee Information Report).

The following questions must be answered by all successful bidders:

1. Do you have federally approved or sanctioned Affirmative Action Program?

Yes _____

No _____

2. Do you have a State Certificate of Employee Information Report Approval?

Yes _____

No _____

You shall submit a photostatic copy of such certificate.

The undersigned successful bidder certifies that he is aware of the commitment to comply with the requirements of P.L. 1975, C 127 (N.J.A.C. 17:27) and agrees to furnish the required documentation pursuant to the law. The successful bidder must be rejected as non-responsible if the successful bidder fails to comply with the requirements of P.L. 1975, C 127 (N.J.A.C. 17:27) within the time frame. The Affirmative Action Affidavit for vendors having less than fifty (50) employees is no longer acceptable, a New Jersey Certificate of approval or A.A.302 is required.

Company

Signature

Title

STOCKHOLDER DISCLOSURE CERTIFICATION
This Statement Shall Be Included with Bid Submission

Name of Business _____

I certify that the list below contains the names and home addresses of all stockholders holding 10% or more of the issued and outstanding stock of the undersigned.

OR

I certify that no one stockholder owns 10% or more of the issued and outstanding stock of the undersigned.

Check the box that represents the type of business organization:

Partnership

Corporation

Sole Proprietorship

Limited Partnership

Limited Liability Corporation

Limited Liability Partnership

Subchapter S Corporation

Sign and notarize the form below, and, if necessary, complete the stockholder list below.

Stockholders:

Name: _____

Name: _____

Home Address: _____

Home Address: _____

Name: _____

Name: _____

Home Address: _____

Home Address: _____

Name: _____

Name: _____

Home Address: _____

Home Address: _____

Subscribed and sworn before me this ____ day of _____, 2020.

(Affiant)

(Notary Public)

(Print name & title of affiant)

My Commission expires:

(Corporate Seal)

NON-COLLUSION AFFIDAVIT

Sub-Lease of Municipal property on Block 20, Lot 7 and Block 23, lots 1, 2.01 and 2.02 for the co-location on a flagless flagpole type tower, and ancillary communications support equipment and structures with simultaneous leasing and co-location of additional co-locators at the site.

STATE OF _____

COUNTY OF _____

I, _____ as _____ of _____
Name of Partner or Officer Title Name of the Firm

Located at _____
Business Address

in the County of _____ and State of _____ being of full age, and duly sworn according to law on my oath depose and say that I am _____ of the firm of _____ the bidder making the Proposal for the above named project, and that I executed said Proposal with full authority to do so; that said bidder has not, directly or indirectly, entered into any agreement, participated in collusion, or otherwise taken any action in restraint of free, competitive bidding in connection with the above named project; and that statements contained in said Proposal and in this affidavit are true and correct, and made with full knowledge that the Borough of Sea Bright relies upon the truth of the statements contained in said Proposal and in the statements contained in this affidavit in awarding the contract for said project.

I further warrant that no person or selling agency has been employed or retained to solicit or secure such contract upon an agreement of understanding for a commission, percentage, brokerage or contingent fee, except bona fide employees of bona fide established commercial or selling agencies maintained by _____ in accordance with NJSA 52:34-15.
Name of Successful bidder

Subscribed and sworn to before me

this _____ date of _____, 2020

SIGNATURE

NOTARY PUBLIC

NAME OF AFFIANT

**STATE OF NEW JERSEY -- DIVISION OF PURCHASE AND PROPERTY
DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN**

Quote Number: _____ Bidder/Offeror: _____

**PART 1: CERTIFICATION
BIDDERS MUST COMPLETE PART 1 BY CHECKING EITHER BOX.
FAILURE TO CHECK ONE OF THE BOXES WILL RENDER THE PROPOSAL NON-RESPONSIVE.**

Pursuant to Public Law 2012, c. 25, any person or entity that submits a bid or proposal or otherwise proposes to enter into or renew a contract must complete the certification below to attest, under penalty of perjury, that neither the person or entity, nor any of its parents, subsidiaries, or affiliates, is identified on the Department of Treasury's Chapter 25 list as a person or entity engaging in investment activities in Iran. The Chapter 25 list is found on the Division's website at <http://www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf>. Bidders must review this list prior to completing the below certification. **Failure to complete the certification will render a bidder's proposal non-responsive.** If the Director finds a person or entity to be in violation of law, s/he shall take action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the party

PLEASE CHECK THE APPROPRIATE BOX:

I certify, pursuant to Public Law 2012, c. 25, that neither the bidder listed above nor any of the bidder's parents, subsidiaries, or affiliates is listed on the N.J. Department of the Treasury's list of entities determined to be engaged in prohibited activities in Iran pursuant to P.L. 2012, c. 25 ("Chapter 25 List"). I further certify that I am the person listed above, or I am an officer or representative of the entity listed above and am authorized to make this certification on its behalf. **I will skip Part 2 and sign and complete the Certification below.**

OR

I am unable to certify as above because the bidder and/or one or more of its parents, subsidiaries, or affiliates is listed on the Department's Chapter 25 list. I will provide a detailed, accurate and precise description of the activities in Part 2 below and sign and complete the Certification below. Failure to provide such will result in the proposal being rendered as non-responsive and appropriate penalties, fines and/or sanctions will be assessed as provided by law.

PART 2: PLEASE PROVIDE FURTHER INFORMATION RELATED TO INVESTMENT ACTIVITIES IN IRAN

You must provide a detailed, accurate and precise description of the activities of the bidding person/entity, or one of its parents, subsidiaries or affiliates, engaging in the investment activities in Iran outlined above by completing the boxes below.

EACH BOX WILL PROMPT YOU TO PROVIDE INFORMATION RELATIVE TO THE ABOVE QUESTIONS. PLEASE PROVIDE THOROUGH ANSWERS TO EACH QUESTION. IF YOU NEED TO MAKE ADDITIONAL ENTRIES, CLICK THE "ADD AN ADDITIONAL ACTIVITIES ENTRY" BUTTON.

Name _____	Relationship to Bidder/Offeror _____
Description of Activities _____	

Duration of Engagement _____	Anticipated Cessation Date _____
Bidder/Offeror Contact Name _____	Contact Phone Number _____

ADD AN ADDITIONAL ACTIVITIES ENTRY

Certification: I, being duly sworn upon my oath, hereby represent and state that the foregoing information and any attachments thereto to the best of my knowledge are true and complete. I attest that I am authorized to execute this certification on behalf of the above-referenced person or entity. I acknowledge that the State of New Jersey is relying on the information contained herein and thereby acknowledge that I am under a continuing obligation from the date of this certification through the completion of any contracts with the State to notify the State in writing of any changes to the answers of information contained herein. I acknowledge that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification, and if I do so, I recognize that I am subject to criminal prosecution under the law and that it will also constitute a material breach of my agreement(s) with the State of New Jersey and that the State at its option may declare any contract(s) resulting from this certification void and unenforceable.

Full Name (Print): _____ Signature: _____
Title: _____ Date: _____