

# **Borough of Matawan**

**201 Broad Street, Matawan New Jersey 07747**

**(732) 566-3898**

**(732) 290-7585 Fax**



## **2018 Communications Site Lease Agreement Bid Document**

**BIDDING DOCUMENTS CHECKLIST**

**FOR THE CONTRACT ENTITLED:**  
**COMMUNICATIONS LEASE AGREEMENT: Lease of real property owned by the**  
**Borough of Matawan for the construction, operation and maintenance of wireless**  
**communications support equipment.**

**CONTENTS AND CHECK LIST FOR BIDDERS**

<b>PAGE</b>	<b>DESCRIPTION</b>	<b>INCLUDED IN BID DOCUMENT</b>	<b>BIDDER MUST INCLUDE IN BID</b>
<b>NB-2</b>	PUBLISHED NOTICE TO BIDDERS	<b>X</b>	
<b>BI-1</b>	BIDDERS INFORMATION	<b>X</b>	
<b>S-1</b>	SPECIFICATIONS	<b>X</b>	
<b>F-2</b>	NON-COLLUSION AFFIDAVIT	<b>X</b>	<b>X</b>
<b>F-3</b>	AFFIRMATIVE ACTION FORM	<b>X</b>	<b>X</b>
<b>F-6</b>	STOCKHOLDER OR PARTNERSHIP DISCLOSURE STATEMENT	<b>X</b>	<b>X</b>
<b>F-7</b>	PREVAILING WAGE STATEMENT	<b>X</b>	<b>X</b>
<b>F-8</b>	ACKNOWLEDGEMENT OF RECEIPT OF ADDENDA	<b>X</b>	<b>X</b>
<b>F-9</b>	IRAN DISCLOSURE FORM	<b>X</b>	<b>X</b>
<b>F-10</b>	MANDATORY AFFIRMATIVE ACTION LANGUAGE	<b>X</b>	
<b>F-12</b>	MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE	<b>X</b>	
<b>F-14</b>	MANDATORY AMERICANS WITH DISABILITIES ACT LANGUAGE	<b>X</b>	
<b>F-15</b>	CONSENT OF SURETY	<b>X</b>	<b>X</b>
<b>PB-1</b>	BID PROPOSAL	<b>X</b>	<b>X</b>
<b>N/A</b>	NEW JERSEY BUSINESS REGISTRATION CERTIFICATE		<b>X</b>
<b>N/A</b>	BID GUARANTEE		<b>X</b>

**BOROUGH OF MATAWAN  
MONMOUTH COUNTY, NEW JERSEY**

**COMMUNICATIONS SITE LEASE AGREEMENT**

**SECTION A**

**NOTICE TO BIDDERS**

**BOROUGH OF MATAWAN  
MONMOUTH COUNTY, NEW JERSEY**

**NOTICE TO BIDDERS**

Invitations are extended to bidders to bid for the following project:

**COMMUNICATIONS SITE LEASE AGREEMENT: Lease of real property owned by the Borough of Matawan for the construction, operation and maintenance of wireless communications support equipment.**

THE BOROUGH OF MATAWAN will accept bids by mail, recognized overnight carrier or in person for a "Communications Site Lease Agreement" for the rental of a portion of municipally owned property at Block 6, Lot 7, within the Borough of Matawan, New Jersey, until 10:00 a.m. on September 5, 2018, at which time all bids will be publicly opened and read aloud. The Borough of Matawan shall not be responsible for any bid mailed which is lost in transit or delivered late by the postal service or recognized overnight carrier. Bids should be submitted in SEALED ENVELOPES, addressed to the Borough Clerk, Borough of Matawan, 201 Broad Street, Matawan, New Jersey 07747 and clearly marked on the outside "Communications Site Lease Agreement".

Contract Documents for the proposed lease are available at the office of the Borough Clerk, Borough of Matawan, 201 Broad Street, Matawan, New Jersey 07747, during the business hours, Monday through Friday, 8:30 AM to 4:30 PM, by contacting the Borough Clerk at [karen.wynne@matawanborough.com](mailto:karen.wynne@matawanborough.com) or on the Borough's website, [www.matawanborough.com](http://www.matawanborough.com).

After receipt of bids, no bids may be withdrawn within sixty (60) days after the date of the bid opening except as provided for herein. The bid of any bidder who consents to an extension may be held for consideration for a longer period as may be agreed upon between bidder and the Borough of Matawan. Bidders must use and fully complete proposal forms within the specifications and comply with all requirements attached thereto.

The Borough of Matawan reserves the right to reject any or all bids, to waive immaterial informalities, or to accept any bid which, in the opinion of the Borough of Matawan, will be in its best interest, all in accordance with the New Jersey Local Lands and Buildings Law, N.J.S.A. 40A:12—1, et seq. In the event of an equal or tie bid, the Borough of Matawan shall award the bid to the bidder which, in the Borough's sole discretion, best serves its interest.

The selected bidder or bidders will, within ten (10) business days of award of the bid, enter into a Communications Site Lease Agreement with the Borough of Matawan.

The Borough of Matawan requires a minimum rental bid of \$39,000 per year. Bidders are required to comply with the requirements of P.L. 1975, c. 127 and the Americans with Disabilities Act.

BY ORDER OF THE BOROUGH OF MATAWAN OF THE COUNTY OF MONMOUTH, STATE OF NEW JERSEY.

Karen Wynne, RMC  
Municipal Clerk

**BOROUGH OF MATAWAN  
MONMOUTH COUNTY, NEW JERSEY**

**COMMUNICATIONS SITE LEASE AGREEMENT**

**SECTION B**

**BIDDERS INFORMATION**

## BIDDERS INFORMATION

### 1. SUBMISSION AND OPENING OF BIDS

Bids shall be submitted at the time and place indicated in the Notice to Bidders enclosed in a sealed envelope, bearing the name and address of the Bidder, addressed to the Borough of Matawan, ATTN.: Borough Clerk, 201 Broad Street, Matawan, NJ 07747 and endorsed "Communications Site Lease Agreement". Bids shall be accompanied by the documents required by the Bid Documents. On the date and at the time specified in the Notice to Bidders, the Bids will be publicly opened and, unless obviously non-responsive, read aloud. **NO BIDS WILL BE RECEIVED AFTER THE DATE AND TIME SPECIFIED.**

### 2. BID DOCUMENTS

Bid Documents are available at the office of the Borough Clerk, Borough of Matawan, 201 Broad Street, Matawan, New Jersey 07747, and may be inspected by prospective bidders during business hours Monday through Friday from 8:30 AM to 4:30 PM. Bidders will be furnished with a copy of the Contract Documents by request during business hours, Monday through Friday from 8:30 AM to 4:30 PM, or by contacting the Borough Clerk at [karen.wynne@matawanborough.com](mailto:karen.wynne@matawanborough.com) or on the Borough's website, [www.matawanborough.com](http://www.matawanborough.com). A complete set of Bid Documents, including Addendum (if any), must be used in preparing bids. The BOROUGH assumes, no responsibility for errors or misinterpretations resulting from incomplete sets of Bid Documents.

Any questions regarding the Bid Documents should be directed to the Borough Wireless Communications Consultant, Declan O'Scanlon, at (732) 741-3246 between the hours of 9:00 AM to 5:00 PM, Monday through Friday.

### 3. DEFINITIONS

The terms "Bid Documents" and "Contract Documents" may, as applicable, be used interchangeably. The term "BOROUGH" refers to the Borough of Matawan, Monmouth County, New Jersey. The definitions of other terms used throughout the Bid Documents are provided in other Sections of this Request for Bids, including the Contract and Specifications, and include, in general, capitalized terms in the Bid Documents.

### 4. EXAMINATION OF CONTRACT DOCUMENTS

The intent of the Contract Documents is to obtain a complete project in a first-class workmanlike manner and it shall be understood that the Bidder has satisfied itself as to the complete requirements of the Contract Documents and has predicated its Bid upon such understanding.

It is the responsibility of each Bidder before submitting a Bid to:

- (a) examine the Contract Documents thoroughly;
- (b) visit the site(s) which is/are the subject of this Contract;
- (c) consider federal, state and local laws and regulations;
- (d) study and carefully correlate Bidder's observations with the Contract Documents; and

- (e) notify the BOROUGH of all ambiguities, conflicts, errors, omissions, conflicting statements or discrepancies in the Contract Documents.

Before submitting a Bid, each Bidder shall, at Bidder's own expense, make or obtain any additional examinations, investigations, surveys, tests and studies and obtain any additional information and data which Bidder deems necessary to determine its Bid in accordance with the time, price and other terms and conditions of the Contract Documents. The failure or omission of Bidder to receive and examine any form, instrument or document, or make required inquiries and inspections, shall not relieve Bidder from any obligation contained in the Contract Documents. The submission of a Bid will constitute an incontrovertible representation by Bidder that Bidder has complied with the requirements of this paragraph, that without exception the Bid is premised upon performing as required by the Contract Documents, and that the Contract Documents are sufficient in scope and detail to indicate and convey an understanding of all terms and conditions for performance.

## 5. ADDENDA AND INTERPRETATIONS

No interpretations of the meaning of the Contract Documents will be made to any Bidder orally. Any and all revisions, interpretations or clarifications will be in the form of written Addenda to the Contract Documents which, if issued, will be provided no later than seven (7) days (Saturday, Sunday or holidays excepted) prior to the date for acceptance of bids to any person who has submitted a Bid or who has received a bid package in writing by certified mail, or by certified facsimile transmission or by a delivery service that provides certification of delivery to the sender. All Addenda so issued shall become part of the Contract Documents.

Only questions answered by formal written Addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.

Each Bidder shall ascertain, prior to submitting its Bid that it has received all Addenda, if any, issued and shall acknowledge receipt of all such Addenda on the Acknowledgment of Receipt of Addenda Form provided by the BOROUGH or like form.

## 6. RIGHTS OF THE BOROUGH

- Subject to the requirements of the New Jersey Local Lands and Buildings Law, N.J.S.A. 40A:12-1 et q., the BOROUGH reserves, holds, and may exercise, at its sole discretion, the following rights with respect to this Request for Bids.
- To reject any and all Bids.
- To waive any and all informalities.
- To supplement, amend or otherwise modify this Request For Bids or cancel this Request For Bids with or without substitution of another Request For Bids.
- To issue additional or subsequent solicitations for Bids.
- To conduct investigations of the Bidders to clarify the information provided pursuant to this Request For Bids.

- To choose not to enter into the Contract or not to proceed with the Request For Bids.
- To reject all Bids and re-advertise and award the Contract in the regular manner if, in its judgment, the best interest of the BOROUGH will be served.
- To reject all non-conforming, non-responsive or conditional Bids.
- To reject the Bid of any Bidder if, in the BOROUGH's judgment, it would not be in the best interest of the BOROUGH to make an award to that Bidder, whether because the Bid is not responsive or the Bidder is unqualified or of doubtful financial ability or fails to meet any other pertinent standard or criteria established by the BOROUGH.
- To accept the Bid which, in the BOROUGH's judgment, best serves the interests of the BOROUGH.
- In the event of an equal or tie Bid, to award the Contract to the Bidder which, in the BOROUGH's judgment, best serves the interest of the BOROUGH.

## 7. PREPARATION OF BID

Bids shall be submitted on the forms provided in this Request for Bids.

Each Bid must be signed in ink by a person authorized to do so.

All blanks on the Bid Forms, unless otherwise noted, shall be completed in ink or by typewriter. No change shall be made in the phraseology on the Bid Forms or the Items included on the Proposal Form. All erasures, interpolations or other physical changes on the Bid Forms shall be signed or initialed by the Bidder. Bids containing any conditions, omissions or irregularities of any kind may be rejected by the BOROUGH as incomplete.

The prices indicated in the Proposal Form shall be printed in ink or by typewriter in both words and figures. Any Bid which fails to name a price in both words and figures may be held to be informal and may be rejected by the BOROUGH.

In the event that there is a discrepancy between prices written in words and prices written in figures, prices written in words shall govern. In the event of a discrepancy between unit prices and computed totals, the unit price shall prevail. In the event of an error in the summation of the computed totals, the correct summation of the computed totals shall govern.

### (a) Bids by a corporation shall:

1. Be executed in the corporate name by the president (or other corporate officer accompanied by evidence of authority to sign);
2. Contain the corporate seal;
3. Be attested by the secretary or an assistant secretary; and
4. Include (a) the corporate address, and (b) the state of incorporation.



(b) Bids by a partnership shall:

1. Be executed in the partnership name;
2. Be signed by a partner, whose name and title shall be shown under the signature; and
3. Include the official address of the partnership.

(c) Bids by a limited liability company shall:

1. Be executed in the limited liability company name;
2. Be signed by the managing member; and
3. Include the official address of the limited liability company.

(d) Bids by a sole proprietorship or an individual shall:

1. Be executed in the name of the sole proprietorship or business;
2. Be signed by the owner or individual whose name shall be shown under the signature; and
3. Include the address of the sole proprietorship or individual.

8. INSURANCE

Contract award and execution is contingent upon the Successful Bidder furnishing, prior to contract execution, Certificate(s) of Insurance and copies of required insurance policies with all required endorsements, and in a form satisfactory to the BOROUGH, evidencing that all insurance required by the Contract is in effect.

9. MATERIALS

All items, materials, supplies and/or equipment used to fulfill the requirements of the Contract shall comply in all respects to the standards and regulations established by federal and state laws, municipal ordinances, rules and regulations. All materials, supplies, or equipment furnished must be in accordance with the Specifications.

10. NON-COLLUSION AFFIDAVIT

Each bid must be accompanied by a completed Non-Collusion Affidavit on the form provided by the BOROUGH or like form.

11. OWNERSHIP DISCLOSURE STATEMENT

Each bid must be accompanied by a completed Ownership Disclosure Statement on the form provided by the BOROUGH or like form.

## 12. NEW JERSEY STATE WAGE RATES

If applicable, the Successful Bidder and all subcontractors hired by the Successful Bidder shall fully comply with the Prevailing Wage Act, PL. 1963, c. 150. By submission of a Bid, the Bidder warrants that neither he/she nor any subcontractor employed hereunder is on record with the New Jersey Department of Labor as having previously failed to pay prevailing wages in accordance with said Act. All Bids shall contain a statement to the effect that the Bidder and all subcontractors hired by the Bidder will, if applicable, pay any and all workers employed no less than the prevailing wage rate as determined pursuant to N.J.S.A. 34:11-56.25 et seq. by the Commissioner of Labor and Industry or duly authorized deputy or representative on the form provided by the BOROUGH or like form.

## 13. NON-DISCRIMINATION

The Successful Bidder shall comply with all applicable requirements of the New Jersey Law Against Discrimination, N.J.S.A. 10:5-1, et g., as well as all federal laws and Executive Orders prohibiting discrimination in the workplace. Bidders are also required to comply with the requirements of P.L. 1975, Chapter 127. **NO BIDDER SHALL BE AWARDED THE CONTRACT, NOR SHALL ANY MONIES BE PAID THEREUNDER TO ANY CONTRACTOR, SUBCONTRACTOR OR BUSINESS FIRM WHICH HAS NOT AGREED AND GUARANTEED TO AFFORD EQUAL OPPORTUNITY IN THE PERFORMANCE OF THE CONTRACT IN ACCORDANCE WITH AN AFFIRMATIVE ACTION PLAN APPROVED UNDER THE TERMS ESTABLISHED IN N.J.A.C. 17:27-1, SEQ.**

All Bidders and all Contractors who are negotiating for a contract, as a precondition to entering into a valid and binding contract with the public agency, are required to submit to the public agency, prior to or at the time the contract is submitted for signing by the public agency (in accordance with N.J.A.C. 17:27-4.3 promulgated by the Treasurer pursuant to P.L. 1975, c. 127) one of the following three documents:

- (a) Appropriate evidence that the Contractor is operating under an existing federally approved or sanctioned affirmative action program; or
- (b) A certificate of Employee Information Report Approval issued in accordance with N.J.A.C. 17:27-4; or
- (c) An initial Employee Information Report consisting of forms provided by the Affirmative Action Office and completed by the Contractor in accordance with N.J.A.C. 17:27-4; provided, however, that a Contractor shall not be eligible to submit an initial Employee Information Report unless the Contractor certifies and agrees as follows: "The Contractor, or subcontractor, where appropriate, certifies that he or she has never before applied for a certificate of employee information report in accordance with the rules promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time; and agrees to submit immediately to the Affirmative Action Office a copy of the initial employee information report." The Contractor shall also submit a letter stating the form was completed and appropriate copies sent to the Affirmative Action Office for processing on the Contractor's letterhead.

The Successful Bidder is required to submit one of the above within three (3) days of award the contract and prior to Contract execution.

No later than three (3) days after the signing of a contract the Contractor is required to submit to the public agency compliance officer and the affirmative action office an initial project manning table consisting of forms provided by the affirmative action office and completed by the Contractor in accordance with N.J.A.C. 17:27-7.

#### 14. COMPLIANCE WITH LAW

The Successful Bidder shall comply with all federal, state, county and local regulations, laws and statutes which apply to this solicitation for bids, including those governing safety and health in particular.

#### 15. PUBLIC INFORMATION

Any and all information submitted with or subsequent to the Bids will be considered public information and as such may be open to full review and scrutiny by the general public. Submission of a Bid will constitute a full waiver by Bidder of any right to confidentiality with regard to information that is submitted with the Bid or subsequently provided to the BOROUGH pursuant to the requirements of the Contract Documents.

#### 16. BID EVALUATION

Bids will be evaluated in conformance with the New Jersey Local Lands and Buildings Law. The BOROUGH reserves the discretion to make an award, if any. All Bidders must demonstrate that they have the financial resources, experience, expertise, personnel, equipment, permits and physical capability to perform through the submission of information required with the Bid as described in the Contract Documents. In evaluating Bids, the BOROUGH will consider the qualifications of the Bidders, whether or not the Bids comply with the prescribed requirements, and such prices and other data, as may be requested in the Contract Documents. The BOROUGH reserves the right to reject any Bid if the evidence submitted by, or investigation of, a Bidder fails to satisfy the BOROUGH that such Bidder is properly qualified to carry out the obligations of the Contract Documents and to provide the services contemplated therein.

#### 17. CONTRACT AWARD; WITHDRAWAL OF BIDS

In addition to the rights described elsewhere in this Section BI, the BOROUGH reserves the right to reject any or all Bids, to waive immaterial informalities, and/or to accept any Bid, which, in the opinion of the BOROUGH, will be in the best interest of the BOROUGH. The BOROUGH will evaluate all Bids.

No Bid shall be withdrawn for sixty (60) days following the opening of Bids except as provided herein. Award of bid shall occur no later than the second regular meeting of the Borough council after bid due date.

#### 18. CONTRACT EXECUTION

The terms and conditions of each section of this Request for Bids, including, without limitation, the Contract, the Specifications, and the Bidders Information, are expressly incorporated herein by reference and shall be deemed an integral part of the Contract Documents. Within forty-five (45) business days, or an extended period of time as may be permitted by the Borough, of award of the Bid, the Successful Bidder shall enter into a contract with the BOROUGH substantially in the form and content as the Contract included in this Request for Bids.

19. HEADINGS

The headings used throughout the Contract Documents are intended for convenience of reference only and shall not be considered as having any bearing on their interpretation.

20. BUSINESS REGISTRATION CERTIFICATE

Each Bid must include a copy of the “Business Registration Certificate” for the Bidder.

**BOROUGH OF MATAWAN  
MONMOUTH COUNTY, NEW JERSEY**

**COMMUNICATIONS SITE LEASE AGREEMENT**

**SECTION E**

**SPECIFICATIONS**

## SPECIFICATIONS

1. The Tower is located on municipally owned property. Final approval of the bidder's equipment installation design is at the sole discretion of the Mayor and Council.
  
2. The right to construct and manage a communications monopole ("Tower") was awarded under a previous bid to T-Mobile Northeast, LLC. T-Mobile Northeast, LLC subsequently transferred ownership of the tower to SectorSite, LLC ("Lead Bidder"). Each co-location bid awarded shall be for tower and ground space at the submitted bid amount. Each co-locator shall enter into a sub-lease agreement ("Sub-Lease") with Lead Bidder, as may be approved by the Borough. Rent from co-locators shall be paid directly to the Lead Bidder and shall be split with 70% of rent going to the Borough and 30% going to the Lessee. No initial Sub-Lease shall be approved in an amount less than the original minimum bid. Said Sub-Lease shall among other things, be subject to approval by the Borough and shall describe how the Lead Bidder and other/future successful bidders shall share, divide, allocate, contribute and/or bear responsibility for the cost of making any improvements to the leased premises. All tenants 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. Each successful bidder shall contribute a pro rata share of the development of the site and cost of construction of the monopole to the Lead Bidder.
  
7. All plans and drawings for the antenna and equipment compound shall contain a signature and seal of a professional structural engineer licensed by the State of New Jersey.
  
8. The facility shall be fully automated and unattended on a daily basis and shall be visited only for periodic maintenance.
  
9. Vehicular access to the Shelter shall not interfere with Borough personnel, police, fire or rescue operations.
  
10. The Bidder shall secure any and all required governmental approvals. The project shall be subject of a capital review by the municipal planning board. The capital review application shall be brought by the Borough as applicant. All costs of the project including all municipal review costs, including legal fees and engineering fees shall be borne by the Bidder. No formal zoning or planning application shall be required of Bidder. The Borough will take no action which would adversely affect the status of the Premises with respect to the proposed use by the Lessee.
  
11. The Bidder shall provide the Borough with an engineering report detailing antennae and support structure size, weight and load bearing capacity of the support structure (Tower) consistent with American National Standards Institute requirements.
  
12. The Bidder shall produce proof that the equipment installation complies with all state and federal laws and regulations concerning wireless communications systems and aviation safety.
  
13. The Bidder shall place its antennae on the Tower at their sole cost and expense at such height as agreed to by Successful Bidder and Lead Bidder. In the event the location of the Bidder's antennae and/or the location of any co-locator's antennas interfere with the radio transmissions of the Borough then, in that event at Lessee's sole cost and expense and any co-locator's sole cost and expense, their antennas shall be relocated to such locations on the Tower so as to not to cause any interference with the transmissions of the Borough.

14. A one-time, up-front payment of \$3,000 shall be made by each successful bidder to Borough upon execution of lease and prior to the start of construction. This one-time, up-front payment is in addition to the annual base rent amount and any escrow payments.
15. In connection with any and all applications, the Lessee must make to any local boards for approval, the Lessee shall deposit and submit at the time of the execution of the lease a check in the amount of not less than \$5,000.00 to be held in escrow by the Borough to cover the costs of fees, inspections and any and all costs incurred as the results of Borough's review. In the event the \$5,000.00 escrow is insufficient to cover the entire cost of review, the Lessee agrees to pay the outstanding balance within thirty (30) days after being invoiced by the Borough. Any failure to pay by the Lessee within the allotted period shall be deemed a default under the Lease Agreement. Aforementioned \$5,000.00 escrow payment is in addition to the \$3,000.00 up-front payment referred to in Section 19 of these specifications.
16. In the event of any interference, notwithstanding any engineering study conducted by Bidder to the contrary, Bidder shall, at its sole cost and expense, repair, replace, correct and/or otherwise be solely responsible to eliminate said interference immediately or as soon as possible and to repair and replace any damaged equipment.
17. Bidder shall prepare and submit for Borough review a wind load, engineering study and design criteria of the Tower as proposed and with the proposed antennas.
18. Bidder shall submit site plan for Borough review which shall include full equipment disclosure; a. shelter, b. screening, c. antenna, number, size and color. Should site location be changed and equipment need to be moved, Bidder shall do so at their sole cost and expense.
19. The Lessee is responsible to correct all interference with the Borough's Facilities.

**BOROUGH OF MATAWAN  
MONMOUTH COUNTY, NEW JERSEY  
COMMUNICATIONS SITE LEASE AGREEMENT  
SECTION F  
FORMS**



**NON-COLLUSION AFFIDAVIT**

**BOROUGH OF MATAWAN  
MONMOUTH COUNTY, NEW JERSEY**

**COMMUNICATIONS SITE LEASE AGREEMENT**

STATE OF NEW JERSEY :  
 : ss  
COUNTY OF

I, \_\_\_\_\_ of the City of \_\_\_\_\_ in the County of \_\_\_\_\_  
and the State of \_\_\_\_\_ of full age, being duly sworn according to law on my oath depose and  
say that:

I am \_\_\_\_\_ of the firm of \_\_\_\_\_ the Bidder making the Proposal for a  
Contract with the Borough of Matawan (“Borough”) to provide the Tower described in the Contract  
Documents for the Communications Site Lease Agreement and that I executed the applicable Proposal  
with full authority to do so; that Bidder has not, directly or indirectly, entered into any agreement,  
participated in any collusion, or otherwise taken any action in restraint of free, competitive bidding in  
connection with the above-named Contract; and that all statements contained in the Proposal and in this  
Affidavit are true and correct, and made with full knowledge that the Borough relies upon the truth of •the  
statements contained in the Proposal and in the statements contained in this Affidavit in awarding the  
Contract.

I further warrant that no person or selling agency has been employed or retained to solicit or  
secure such Contract upon an agreement or understanding for a commission, percentage, brokerage or  
contingent fee, except bona fide employees or bona fide established commercial or selling agencies  
maintained by the Contractor for the purpose of securing business.

\_\_\_\_\_  
(Name of Contractor)

By: \_\_\_\_\_  
(Signature of Duly Authorized Representative)

Subscribed and sworn to  
before me this \_\_\_ day  
of \_\_\_\_\_, 2018.

\_\_\_\_\_  
(Name)  
\_\_\_\_\_  
(Title)

\_\_\_\_\_  
Notary Public of  
My Commission Expires: \_\_\_\_\_, \_\_\_\_\_.

**AFFIRMATIVE ACTION ACKNOWLEDGMENT**

**BOROUGH OF MATAWAN  
MONMOUTH, NEW JERSEY**

**COMMUNICATIONS SITE LEASE AGREEMENT**

Contractor acknowledges that his firm is an Affirmative Action Employer and certifies compliance with all requirements:

\_\_\_\_\_  
(Name of Firm)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Address of Firm)

\_\_\_\_\_

\_\_\_\_\_  
(Date)

**AFFIRMATIVE ACTION ACKNOWLEDGMENT**

**BOROUGH OF MATAWAN  
MONMOUTH, NEW JERSEY  
COMMUNICATIONS SITE LEASE AGREEMENT**

**REQUIRED EVIDENCE**

**AFFIRMATIVE ACTION REGULATIONS PL. 1975 CHAPTER 127 (N.J.A.C. 17:27)**

If awarded a contract, the Successful Bidder will be required to comply with the requirements of PL. 1975, Chapter 127, N.J.A.C. 17:27. Within three (3) days after receipt of the notification of intent to award the contract, the Successful Bidder shall present one of the following:

1. Appropriate evidence that the Contractor is operating under an existing federally approved or sanctioned affirmative action program; or
2. A Certificate of Employee Information Report Approval issued in accordance with N.J.A.C. 17:27-4; or
3. An initial Employee Information Report consisting of forms provided by the Affirmative Action Office and completed by Contractor in accordance with N.J.A.C. 17:27-4.

The Successful Bidder must submit no later than three (3) days after the signing of the Contract an Initial Project Manning Table consisting of forms provided by the Affirmative Action Office and completed by Contractor in accordance with N.J.A.C. 17:27-7.

Bidders are referred to Section BI, Bidder Information, for a further description of the above requirements.

**NO FIRM MAY BE ISSUED A CONTRACT UNLESS THEY COMPLY WITH THE  
AFFIRMATIVE ACTION REGULATIONS OF PL. 1975. CHAPTER 127.**

**AFFIRMATIVE ACTION ACKNOWLEDGMENT**

**BOROUGH OF MATAWAN  
MONMOUTH COUNTY, NEW JERSEY**

**COMMUNICATIONS SITE LEASE AGREEMENT**

The following questions must be answered by all Bidders:

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

Yes \_\_\_\_\_ No \_\_\_\_\_

If yes, please submit a photostatic copy of such approval.

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

Yes \_\_\_\_\_ No \_\_\_\_\_

If yes, please submit a photostatic copy of such certificate.

The undersigned contractor certifies that he/she is aware of the commitment to comply with the requirements of PL. 1975, Chapter 127 and agrees to furnish the required documentation pursuant to the law.

Company: \_\_\_\_\_

Signature: \_\_\_\_\_

Name/Title: \_\_\_\_\_

NOTE: A contractor's Bid must be rejected as a non-responsive if a contractor fails to comply with requirements of PL. 1975, C. 127, within the time frame stipulated.

**OWNERSHIP DISCLOSURE STATEMENT**

**BOROUGH OF MATAWAN  
MONMOUTH COUNTY, NEW JERSEY**

**COMMUNICATIONS SITE LEASE AGREEMENT**

Pursuant to N.J.S.A. 52:25-24.2, corporate, limited liability company and partnership Bidders must submit a statement setting forth the names and addresses of all stockholders in the corporation or partnerships who own ten percent (10%) or more of its stock of any class, or of all individual members or partners in the partnership or company who own a ten percent (10%) or greater interest therein, as the case may be.

If one or more such stockholder or partner is itself a corporation or partnership, the names and addresses of stockholders holding ten percent (10%) or more of that corporation's stock, or the individual partners owning ten percent (10%) or greater interest in that partnership, as the case may be, shall also be listed.

The disclosure shall continue until the names and addresses of every non-corporate stockholder and individual partner exceeding the ten percent (10%) ownership criteria has been listed.

If the Bidder is neither a corporation nor a partnership, and/or if no stockholder or partnership falls within the criteria set forth above, Bidder shall so attest in the space provided below:

NAME:

ADDRESS:

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**PREVAILING WAGE STATEMENT**

**BOROUGH OF MATAWAN  
MONMOUTH COUNTY, NEW JERSEY**

**COMMUNICATIONS SITE LEASE AGREEMENT**

If applicable, \_\_\_\_\_, as Successful Bidder and all subcontractors hired by \_\_\_\_\_ does hereby agree to pay and all workers employed no less than the prevailing wage rate as determined pursuant to N.J.S.A. 34:11-56.25 et seq, by the Commissioner of Labor and Industry or duly authorized deputy or representative.

Acknowledged For: \_\_\_\_\_  
(Name of Bidder)

By: \_\_\_\_\_  
(Signature of Authorized Representative)

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**ACKNOWLEDGEMENT OF RECEIPT OF ADDENDA FORM**

**BOROUGH OF MATAWAN  
MONMOUTH COUNTY, NEW JERSEY**

**COMMUNICATIONS SITE LEASE AGREEMENT**

The undersigned Bidder hereby acknowledges receipt of the following Addenda:

Addendum Number

Dated

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Acknowledged For: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_



**STATE OF NEW JERSEY  
DEPARTMENT OF THE TREASURY  
DIVISION OF PURCHASE AND PROPERTY**

**33 WEST STATE STREET, P.O. BOX 230  
TRENTON, NEW JERSEY 08625-0230**

**DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN FORM**

**BID SOLICITATION #:** \_\_\_\_\_ **VENDOR/BIDDER:** \_\_\_\_\_

**PART 1  
CERTIFICATION**

**VENDOR/BIDDER MUST COMPLETE PART 1 BY CHECKING ONE OF THE BOXES  
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 nor entity, nor any of its parents, subsidiaries, or affiliates, is identified on the Department of the Treasury's Chapter 25 list as a person or entity engaged 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>. Vendors/Bidders must review this list prior to completing the below certification. **Failure to complete the certification will render a Vendor's/Bidder's proposal non-responsive.** If the Director of the Division of Purchase and Property finds a person or entity to be in violation of the 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.

**CHECK THE APPROPRIATE BOX**

A. I certify, pursuant to Public Law 2012, c. 25, that neither the Vendor/Bidder listed above nor any of its 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"). Disregard Part 2 and complete and sign the Certification below.

**OR**

B. I am unable to certify as above because the Vendor/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 information will result in the proposal being rendered as nonresponsive and appropriate penalties, fines and/or sanctions will be assessed as provided by law.

**PART 2**

**PLEASE PROVIDE ADDITIONAL INFORMATION RELATED TO INVESTMENT ACTIVITIES IN IRAN**

If you checked Box "B" above, provide a detailed, accurate and precise description of the activities of the Vendor/Bidder, or one of its parents, subsidiaries or affiliates, engaged in the investment activities in Iran by completing the boxes below.

**ENTITY NAME:** \_\_\_\_\_

**RELATIONSHIP TO VENDOR/BIDDER:** \_\_\_\_\_

**DESCRIPTION OF ACTIVITIES:** \_\_\_\_\_

**DURATION OF ENGAGEMENT:** \_\_\_\_\_

**ANTICIPATED CESSATION DATE:** \_\_\_\_\_

**VENDOR/BIDDER CONTACT NAME:** \_\_\_\_\_

**VENDOR/BIDDER CONTACT PHONE No.:** \_\_\_\_\_

*Attach Additional Sheets If Necessary.*

**CERTIFICATION**

I, the undersigned, certify that I am authorized to execute this certification on behalf of the Vendor/Bidder, that the foregoing information and any attachments hereto, to the best of my knowledge are true and complete. I acknowledge that the State of New Jersey is relying on the information contained herein, and that the Vendor/Bidder is under a continuing obligation from the date of this certification through the completion of any contract(s) with the State to notify the State in writing of any changes to the information contained herein; that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification. If I do so, I will be subject to criminal prosecution under the law, and it will constitute a material breach of my agreement(s) with the State, permitting the State to declare any contract(s) resulting from this certification void and unenforceable.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print Name and Title



**Mandatory Affirmative Action Language**  
**P.L. 1975, C. 127 (N.J.A.C. 17:27)**

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, sex, affectional or sexual orientation. 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, sex, affectional or sexual orientation. 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, sex, affectional or sexual orientation;

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 the regulations promulgated by the Treasurer pursuant to PL 1975, C127, as amended and supplemented from time to time and the Americans with Disabilities Act.

The contractor or subcontractor agrees to inform in writing appropriate recruitment agencies in the area, including 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, sex, affectional or sexual orientation, 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.

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, sex, affectional or sexual orientation, and conform

with the applicable employment goals, consistent with the statues and court decisions of the State of New Jersey, and applicable Federal Law and applicable Federal Court decisions.

The contractor and its subcontractors shall furnish such reports or other documents to the Affirmative Action Office 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 Affirmative Action Office for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code (N.J.A.C. 17:27).

**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.

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Signature

## **AMERICANS WITH DISABILITIES ACT MANDATORY LANGUAGE**

### Equal Opportunity for Individuals with Disabilities

The contractor and the Borough of Matawan (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.

**CONSENT OF SURETY**

In consideration of the premises and of One Dollar (\$1.00) lawful money of the United States, it is in hand paid by the SUCCESSFUL BIDDER, the receipt whereof is hereby acknowledged, the undersigned surety consents and agrees that if the contract, for which the preceding estimate and proposal is made, be awarded to the person or persons submitting the same as contracted, it will become bound as surety and guarantor for its faithful performance, in an amount equal to one hundred percent (100%) of the first year of the contract price, and will execute it as party of the third party thereto when required to do so by the OWNER, and if said SUCCESSFUL BIDDER shall omit or refuse to execute such contract, if so awarded, it will pay without proof of notice and on demand to the OWNER any increase between the sum to which the said CONTRACTOR would have been entitled upon the completion of the contract and the sum which the said OWNER may be obligated to pay to another contractor to whom the contract may be afterwards awarded, the amount in such case to be determined by the bids plus the cost, if any, of readvertising for bids for this project, less that amount of any certified check or bid bond payable and received.

In witness whereof, the said surety has caused these presents to be signed and attested by a duly authorized officer and its corporate seal to be hereto affixed this \_\_\_ day of \_\_\_\_\_, 2018.

\_\_\_\_\_, CONTRACTOR,  
bound unto \_\_\_\_\_  
for \_\_\_\_\_  
\_\_\_\_\_  
(Name of Insurance Company)

\_\_\_\_\_ By \_\_\_\_\_  
(witness)

**ACKNOWLEDGEMENT OF CORPORATE SURETY**

State of \_\_\_\_\_  
County of \_\_\_\_\_

On this \_\_\_ day of \_\_\_\_\_, 2018, before me appeared \_\_\_\_\_, to me personally known, who is being by me duly sworn, did say that he is the aforesaid officer or attorney-in-fact of the \_\_\_\_\_, a corporation; that the seal affixed to the foregoing instrument is the corporate seal of said corporation, and that said instrument was signed and sealed in behalf of said corporation by the aforesaid officer, by authority of its Board of Directors; and the aforesaid officer acknowledged said instrument to be the free act and deed of said corporation.

\_\_\_\_\_  
(Signature)  
Notary Public, State of \_\_\_\_\_,  
Commission expires: \_\_\_\_\_

**BOROUGH OF MATAWAN  
MONMOUTH COUNTY, NEW JERSEY**

**COMMUNICATIONS SITE LEASE AGREEMENT**

**SECTION G**

**PROPOSAL**

**BOROUGH OF MATAWAN  
MONMOUTH COUNTY, NEW JERSEY**

**COMMUNICATIONS SITE LEASE AGREEMENT**

**BID PROPOSAL FORM**

The undersigned, having carefully inspected the Borough, either personally or through its duly authorized representatives, and also having carefully read and examined the Notice to Bidders, Bidders Information, Communications Site Lease Agreement, Specifications and Bid Proposal, either personally or through a duly authorized representative which documents are understood and accepted as sufficient for the purpose herein expressed, hereby proposes to comply with the requirements and to furnish all labor, equipment, services and facilities in accordance with the Request for Proposals. The consideration which the undersigned required and proposed for performance is as follows:

**\*\*During the Initial 5 year tem of the Lease MINIMUM initial annual rental must be at least \$39,000.00 plus three (3%) percent annual increases (payable in monthly increments).\*\***

**Annual Rental to be paid to Matawan Borough during the initial 5 year term of the Lease:**

**Initial Year 1 Rental Amount**    \$ \_\_\_\_\_

**(Spell Out in Words: \_\_\_\_\_ Dollars)\*\***

Date: \_\_\_\_\_

Bidder: \_\_\_\_\_

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Address: \_\_\_\_\_

Note: The highest bidder will construct and manage a telecommunications tower and other bidders for the same site will be allowed to co-locate on the Tower, with each bidder given priority as to their location on the Tower based upon their bid price.