

# TOWNSHIP OF MONTGOMERY



**Somerset County**

**New Jersey**

## **WIRELESS COMMUNICATIONS TOWER LEASE AGREEMENT**

**(Bid for the right to lease ground space for the installation of communications equipment at  
The Township of Montgomery Municipal Complex Property, 100 Community Drive,  
Skillman, New Jersey 08558, also known as  
Block 20001, Lot 10.05, with simultaneous leasing of additional carriers at the site)**

**BID PACKAGE  
#B07 -2023**

**Bid Opening Date – November 17, 2023**

**Time – 10:00 AM**

NOTICE TO BIDDERS  
BID #07-2023  
TOWNSHIP OF MONTGOMERY

PLEASE TAKE NOTICE that sealed bids will be received by the Township of Montgomery, 100 Community Drive, Skillman, New Jersey 08558 for the following:

Bid #07-2023 - Lease of Real Property from the Township of Montgomery, at Block 20001, Lot 10.05 for the Design, Construction and Maintenance of a New, Self-Supporting 135' Monopole (with option to extend to 150') and Related Equipment and Facilities

Commencing on Friday, October 06, 2023, bid documents for the above referenced project will be available between the hours of 8:30 AM and 4:00 PM, prevailing time on regular business days, at the Township of Montgomery ("Township") Finance Office, 100 Community Drive, Skillman, New Jersey 08558. Bid Documents may also be obtained upon written electronic request to Sue Weidenfeller at [SWeidenfeller@montgomerynj.gov](mailto:SWeidenfeller@montgomerynj.gov). Bidders should allow two business days from the date of the request to expect receipt of the Bid documents.

Bids will be received by the Township's Qualified Purchasing Agent, Michael Pitts, or his designee, at the Township Offices, 100 Community Drive, Skillman, New Jersey 08558, up to 10:00 A.M. prevailing time on Friday, November 17, 2023. Bids properly received and identified will be opened publicly and read aloud shortly after the time due. No bid will be received after the time and date specified. It is anticipated that an award of a lease shall be made by resolution of the Township Committee no later than the second regular meeting of the Montgomery Township Committee following the completion of bidding.

Bids shall be made on proposal forms in the manner designated and required by "Instructions to Bidders". Bids shall be enclosed in sealed envelopes bearing the name and address of the bidder and addressed to the Township of Montgomery, clearly marked, "Bid # 07-2023 Wireless Communication Tower Enclosed — DO NOT OPEN" and must be accompanied by the items contained in the Instruction to Bidders and the Bidder's Checklist therein, in duplicate (one original and two copies).

Bids must be accompanied by certified check, cashier's check or bid bond drawn to the order of the "Township of Montgomery" for not less than Ten Percent (10%) of the amount of the bid for the annual rent for one year, but in no case in excess of Twenty Thousand Dollars (\$20,000.00).

The minimum bid, which is equivalent to the annual rent for the first year of the lease, shall not be less than \$60,000. Each successful bidder shall enter into a lease agreement with the Township. The monopole shall be engineered and designed to accommodate up to a total of four (4) wireless carriers plus the potential for public safety and/or Township use. The Township shall be entitled to receive eighty-five percent (85%) of the gross revenue received by the successful bidder from co-locators within thirty (30) days of the date of receipt of such gross revenue. The Township, for public safety reasons, shall be permitted access to the monopole at no cost to the Township, or any other public entity.

If in the best interest of the Township, the highest responsive, responsible bid, as determined by the Township, will be awarded the right to design and erect a tower on the leased portion of the property and shall have the right to select the centerline for its antenna array and location for its ground equipment. The successful bidder shall be responsible for the design and development of the wireless communications facility (including all engineering, regulatory, approvals and permits), maintenance of the communications tower and maintenance of their wireless communications equipment, and other common areas on the site.

The Township reserves the right to reject any or all bids, to waive immaterial informalities, or to accept any bid which, in the opinion of the Township, will be in the public 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 Township shall award the bid to the bidder which, in the Township’s sole discretion, best serves the public interest.

The Township assumes no responsibility for bids returned by mail or delivered after the deadline for submission of bids.

Bidders are required to comply with the requirements of N.J.S.A. 10:5-31 et seq., and N.J.A.C. 17:27. Bidders are required to comply with the requirements of the New Jersey Prevailing Wage Act, N.J.S.A. 34:56-27 and the New Jersey Local Lands and Buildings Law, N.J.S.A. 40A:12-1 et seq.

Bids must be received in a **sealed envelope that is labelled as follows:**

Return Address: Bidder Name  
Bidder Address  
Delivery Address: Purchasing Agent: Michael Pitts  
100 Community Drive, Skillman, NJ 08558  
Bid # 07-2023 Wireless Communications Tower  
Enclosed - DO NOT OPEN

**Any proposal received not complying with these requirements SHALL not be opened and returned to sender marked “Unresponsive”.**

Proposals shall be submitted in sealed envelopes that include the following:

- One (1) copy on the proposal forms contained in the bid package
- One (1) copy scanned as a PDF file, submitted with bid package on a CD or USB media device.

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Michael Pitts, Purchasing Agent  
Township of Montgomery

## BIDDING DOCUMENTS CHECKLIST

### FOR THE CONTRACT ENTITLED:

#### COMMUNICATIONS LEASE AGREEMENT:

Bid for the right to lease approximately 3,000 square feet of ground space for the installation of communications equipment at 100 Community Drive, Skillman, New Jersey 08558, also known as Block 20001, Lot 10.05, with simultaneous leasing of additional carriers at the site. See attached map exhibits for details on location.

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**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 organization 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 organization 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. 17:275.2.

The contractor or subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, and labor organizations, 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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Bidder's Signature

## **Americans with Disabilities Act Mandatory Language**

### Equal Opportunity for Individuals with Disabilities

The contractor and Montgomery Township (hereinafter the "Township") do hereby agree that the provisions of Title II of the Americans with Disabilities Act of 1990 (the "Act" or "ADA"), 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 Township 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 Township in any action or administrative proceeding commenced pursuant to this Act. The contractor shall indemnify, protect, and save harmless the Township, 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 Township's grievance procedure, the contractor agrees to abide by any decision of the Township which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the Township or if the Township 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 Township 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 Township or any of its agents, servants and employees, the Township shall expeditiously forward or have forwarded to the contractor every demand, complaint, notice, summons, pleading, or other process received by the Township or its representatives.

It is expressly agreed and understood that any approval by the Township 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 Township pursuant to this paragraph.

It is further agreed and understood that the Township 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 Township from taking any other actions available to it under any other provisions of this agreement or otherwise at law.

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Bidder's Signature

## INSTRUCTIONS TO BIDDERS

### 1. SUBMISSION OF BIDS

Montgomery Township, Somerset County, New Jersey, invites sealed bids pursuant to the Notice to Bidders.

- A. Sealed bids will be received by the designated representative at the time and place stated in the Notice to Bidders, and at such time and place will be publicly opened and read aloud.
- B. The bid proposal form and required documentation shall be submitted, (1) in a sealed envelope; (2) addressed to Montgomery Township, Attn: Purchasing Agent, 100 Community Drive, Skillman, New Jersey, 08558; (3) bearing the name and address of the bidder written on the face of the envelope, and (4) clearly marked "Municipal Complex – Bid for Wireless Communications Tower -- DO NOT OPEN". All proposals must be returned on or before **November 17, 2023 at 10:00 am**, prevailing time.
- C. It is the bidder's responsibility to see that bids are presented to the Township at the hour and at the place designated. Bids may be hand delivered or mailed; however, the Township disclaims any responsibility for bids forwarded by regular or overnight mail. Bids received after the designated time and date will be returned unopened.
- D. Sealed bids forwarded to the Township before the time of opening of bids may be withdrawn upon written application of the bidder, who shall be required to produce evidence showing that the individual is or represents the principal or principals who submitted the bid.
- E. All prices and amounts must be written in ink or preferably typewritten. Bids containing any conditions, omissions, unexplained erasures or alterations, items not called for in the bid proposal form, attachment of additive information not required by the specifications, or irregularities of any kind, may be rejected by the Township. Any changes, white-outs, strikeouts, etc. on the proposal page must be initialed in ink by the person responsible for signing the bid.
- F. Each bid proposal form must give the full business address of the bidder and be signed by an authorized representative. Bids by partnerships must be signed in the partnership name by one of the members of the partnership or by an authorized representative, followed by the signature and designation of the person signing. Bids by corporations must be signed in the legal name of the corporation, followed by the name of the State in which incorporated and must contain the signature and designation of the president, secretary or other person authorized to bind the corporation in the matter. When requested, satisfactory evidence of the authority of

the officer signing shall be furnished. Additionally, certain bid proposal forms must be notarized.

**2. BID SECURITY.**

Accompanying each bid shall be a bid security payment in the amount equal to ten percent (10%) of the initial year bid amount, but not in excess of \$20,000. Checks shall be made payable to Montgomery Township.

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 Township. 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 and the required performance bond or other security is submitted. The check or bond of the successful bidder shall be forfeited if the bidder fails to enter into a contract.

**3. BID DOCUMENTS.**

The bid must be returned in its entirety in order to be considered for an award. Each bid must be accompanied by the items requested below in the form(s) attached.

Failure to provide these items and the entire bid package may cause for rejecting this proposal. For bidders' convenience, a Bid Documents Check List is also included with the Bid Documents.

1. Proposal Form
2. Affirmative Action Form
3. List of names and addresses of all stockholders in the corporation or partnership who own 10% or more of its stock - "Ownership Disclosure".
4. Non-collusion Affidavit
5. Addenda Acknowledgment
6. New Jersey State Business Registration Certificate.
7. Bid Guarantee
8. Disclosure of Iran Investment Activities
9. Political Contribution Statement

**4. 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 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.

**5. FAILURE TO EXECUTE A LEASE.**

Should the successful bidder fail to execute and deliver the Lease, as defined in Section 7, within ninety (90) days after bid award, the bidder forfeits to the Township, as liquidated damages, the bid security deposited with its bid. An extension of the 90-day window may be granted by the Township if the Township determines, in its reasonable discretion, to do so.

**6. RIGHT TO REJECT BIDS.**

The Township reserves the right to reject any and all bids or parts thereof and to waive any informality if deemed in the best interests of the Township.

**7. AWARD OF BIDS.**

Successful bidder(s) will be awarded the right to enter into a lease with the Township, consistent with the terms included herewith, for the installation, operation and maintenance, as per generally accepted industry standards, of antennas on an existing tower and space for associated communications equipment (“Lease”). Bid awards shall be given, as space on the communications tower allows, in the order of bid amount, with the highest bids being given preference.

**8. 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 the Lease Agreement, the Township 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 reasonable notice.
- B. In the event that (i) any of successful bidder’s applications for Governmental Approvals should be finally rejected; (ii) any Governmental Approval issued to successful bidder is canceled, expires, lapses, or is otherwise withdrawn or terminated by governmental authority; (iii) successful bidder determines that such

Governmental Approvals may not be obtained in a timely manner; (iv) successful bidder determines that any soil boring tests or structural analysis is unsatisfactory; (v) successful bidder determines that the Premises is no longer technically or structurally compatible for its use, or (vi) successful bidder, in its sole discretion, determines that the use of the Premises is obsolete or unnecessary, successful bidder or Township shall have the right to terminate this Agreement. Notice of successful bidder's or Township's exercise of its right to terminate shall be sent to either party, at the address indicated in the contract documents for receipt of Notices, in writing, by certified mail, return receipt requested, and shall be effective one-hundred and eighty (180) days upon receipt of the Notice by the non-terminating party, or upon such later date as designated by the terminating party.

- C. The successful bidder agrees to indemnify and hold the Township 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 Township or the successful bidder under this provision.

9. **HOLD HARMLESS.**

Any bidder awarded a Lease under these specifications shall indemnify and hold harmless the Township, 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. These Hold Harmless obligations of the bidder shall not apply to any claims arising from the acts or omissions of the Township. The bidder further agrees that this indemnification by the bidder shall continue after completion, expiration or termination of the 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, expiration or termination of the Lease.

10. **NON-COLLUSION AFFIDAVIT.**

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

11. **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.

12. **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.

13. **STATUTORY AND OTHER REQUIREMENTS.**

A. Required Affirmative Action Evidence

1. 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).
2. 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;
- iii. 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 (Form AA-302).

B. 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).

C. Worker and Community Right to Know:

The manufacturer or supplier of a substance or mixture shall supply the Chemical Abstracts Service number of all the components of the mixture or substance and the chemical name

to the Township 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 Township.

**D. Acquisition, Merge, Sale and/or Transfer of Business, etc.**

It is understood by all parties that if, during the life of the 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 successful bidder shall in a timely manner, at least thirty (30) days prior to the conveyance of interest, notify the Township of the identity of the new owner(s), and the new owners may be required to submit a performance bond in the amount of one year of then current Lease payments.

**E. 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 New Jersey Prevailing Wage Act, N.J.S.A. 34:56-27 and the New Jersey Local Lands and Buildings Law, N.J.S.A. 40A:12-1 et seq.

**14. Disclosure of Iran Investment Activities:**

Disclosure of Iran Investment Activities, which is part of these specifications, shall be properly executed and submitted prior to award of contract.

**15. Pay to Play Requirements:**

Contractors are advised of the responsibility to file an annual disclosure statement on political contributions with the New Jersey Election Enforcement Commission, pursuant to N.J.S.A. 19:44-20.13 (P.L. 2005, c, 271, s.3), if the contractor receives contracts in excess of \$50,000 in the aggregate from public entities during the calendar year. It is the contractor’s responsibility to determine if filing is necessary. Additional information on this requirement is available from ELEC at 888-313-3532 or at [www.elec.state.nj.us](http://www.elec.state.nj.us).

## PROJECT SPECIFICATIONS

1. The Township of Montgomery is soliciting bids for the Lease of a portion of Township property located at 100 Community Drive, Skillman, NJ 08558 (Block 20001, Lot 10.05), for the construction of a self-supporting wireless communications monopole. The successful bidder shall be responsible, at its expense, for the design and construction of the monopole in place to include any foundations and accessory structures.
2. The maximum height of the monopole one hundred thirty five (135) feet with the ability to extend to one hundred fifty (150) feet). The height shall be measured from the lowest finished grade to the highest vertical point on any part of the structure. Construction of the monopole must conform to all applicable codes and regulations. The design and construction plans for the monopole must be signed and sealed by a professional engineer licensed in the State of New Jersey. The monopole finish shall be of a neutral color that is approved by the Township, to reduce visual obtrusiveness. Each panel antenna and accessory shelter/cabinet shall be of a matching neutral color or colored to match its surroundings.
3. The monopole shall not be artificially lighted, unless required by the FAA or other applicable authority. If lighting is required, the lighting alternatives and design must cause the least disturbance to the surrounding properties and views and shall be subject to approval by the Township. Any lighting shall comply with the applicable FAA lighting requirements during the term of the lease agreement.
4. No commercial sign shall be allowed on the monopole or any antenna.
5. Each successful bidder, as determined by the Township, shall enter into a Lease with the Township, in a form satisfactory to the Township Committee, for an approximately three thousand (3000) square foot area of Block 20001, Lot 10.05, north of Orchard Road and west of Community Drive, for the placement of a monopole and associated communications equipment (see attached map exhibits). If multiple bids are received, choice of location of additional antennas and ancillary ground equipment shall be made by additional co-locators in order of bid amount, from highest to lowest, until space and radio frequency capacity issues prohibit additional co-locators, provided that Township has the right to lease space on the tower. Unless otherwise authorized by the Township, the successful bidders shall work together in the design and placement of equipment installations, working to the best of their ability to utilize the area so as to accommodate the maximum number of installations. 100% of Rent shall paid directly to the Township.
6. The initial term of the proposed lease shall be five (5) years, with four five-year renewal options. The monopole shall remain the property of the tenant and the tenant shall, at the Township's request, remove the monopole upon the termination of the lease. If, however, the tenant requests permission not to remove the monopole and the Township consents to such non-removal, title to the affected monopole and related improvements shall transfer to

the Township and the monopole and related improvements shall thereafter by the sole and entire property of the Township of Montgomery, and the tenant shall be relieved of its duty to otherwise remove the monopole.

4. The minimum bid for an annual base rent is Sixty thousand dollars and 00/100 dollars (\$60,000.00) to be paid in monthly installments to the Township. Rental payments shall commence on the first day of the month after successful bidder is in receipt of all necessary approvals to begin Construction (the "Rent Commencement Date"). The annual base rent amount bid shall be used by the bidder to determine the amount of the bid guarantee required to be submitted with the bid proposal.
5. The base rent shall be increased annually effective of the Rent Commencement Date each year by five (5%) percent over the previous year's amount.
6. The Township may elect to provide for the simultaneous leasing of the premises to another bidder under a lease identical in terms except as to the accepted rent bid for each tenant. In the event the Township elects to accept two (2) or more tenants to simultaneously lease a portion of the property, the Township may choose to consider the bidder with the highest accepted bid the Lead Tenant. The Lead Tenant will be required to construct the monopole, administer and manage any co-locations, and accept the following responsibilities: (1) managing the height position of antennas and equipment cabinet location; (2) control of the construction and installation of the lease premises; (3) obtaining any necessary approval or permits; (4) coordinate frequencies and investigate and resolve any interference complaints of the tenants or the Township and (5) collect rental payments from co-locators and eighty-five percent (85%) of the gross revenue received from co-locators to the Township.
7. If the Township accepts co-location bids, the bidders shall be required to execute a Co-Location Agreement. Said Agreement shall, among other things, describe how the successful bidders shall share, divide, allocate, contribute and/or bear responsibility for the cost of making any improvements to the leased premises.
8. The successful bidder shall design and construct the monopole to accommodate at least three additional telecommunications providers. The successful bidder shall also design and construct all ancillary support facilities, including any support buildings, so that other providers, including the Township, will have adequate space to house their own support equipment. If the Township elects to use space on the monopole, such use shall be without charge to the Township, and the successful bidder shall locate and place the Township's antenna and other facilities on the monopole at no cost to the Township. Each other provider shall be solely responsible for the cost of locating and placing their equipment onto the monopole and into any ancillary support facilities. The other providers shall also be responsible for any liabilities that arise from the other provider's use of the monopole. Said design must conform to the requirements set forth in the Township's Code at §16-6.1
9. Successful bidders will procure and maintain commercial general liability insurance. All policies with the exception of workers' compensation shall be endorsed naming the Township of Montgomery as additional insured:

A. Workers' Compensation and Employer's Liability Insurance – The contractor shall obtain standard workers' compensation insurance covering all of the Contractor's employees directly or indirectly engaged in the performance of this Contract. This insurance shall comply with the statutory requirements of the state or states involved, and shall have an Employer's Liability Insurance limit of not less than \$500,000 per accident or for disease and \$500,000 per occurrence.

B. Commercial General Liability Insurance - The Contractor shall obtain General Liability Insurance on an "occurrence" form with a one million dollar (\$1,000,000) combined single limit of liability per occurrence and a three million dollar (\$3,000,000) annual aggregate. The policy will include the ISO Simplified Occurrence Form, the policy will contain no endorsements that would limit or eliminate the coverage provided by the ISO version and will include ISO Form CG-25-03-03-97.

C. Comprehensive Automobile Liability Insurance - covering Contractor for claims arising from all owned, non-owned or hired vehicles with limits of not less than a combined single limit of \$1,000,000 for bodily injury and/or property damage per occurrence.

D. Umbrella / Excess Liability - The Contractor shall obtain an Excess or Umbrella Liability Policy (to respond in excess of the commercial general liability, employer's liability and commercial automobile liability policies) at the limit of \$5,000,000 combined single limits per occurrence

10. The Township makes no representations regarding the status or condition of the facility or property. Bidders may contact the Township to arrange for inspection of the site and to satisfy themselves of its suitability for its proposed use.
11. If a bidder should fail to enter into a Lease, or perform under the parameters of this bid, then the Township shall have the right to award to the next highest bidder.
12. 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.
13. It is understood and agreed that successful bidder's ability to use the Premises is contingent upon its obtaining, after the execution date of the Lease, all of the certificates and permits including, but not limited to approvals by NJDEP if required, and other approvals (collectively the "Governmental Approvals") that may be required by any Federal, State or Local authorities as well as satisfactory soil boring tests which will permit use of the Premises as set forth above. Submission of design drawings and permit applications shall occur in a timely manner. If installing new equipment or proposing any construction, bidder shall file for approval and permits commensurate with the permitted use designation. The Township will, as a condition of the lease, require an informal review and approval for any new equipment and antenna installation design by the Township's communications consultant and the Township. Township shall have input and the right of final approval of

all design aspects of tower attachments, structures and equipment within the tower compound facility.

14. Successful bidder shall have the right to perform the following due diligence investigations to the extent required by the bidder:
  - a. Title Search.
  - b. Phase One and Phase Two Environmental Inspections, if required.
  - c. Soil Boring Tests.
  - d. Historic Screening as required by the National Environmental Protection Act Checklist.
  - e. Regulatory filing with the Federal Aviation Administration (FAA), if applicable.
  - f. Any and all required NJDEP permits, or other permits and approvals required by any governmental agency with jurisdiction.
  
15. Upon Township review and approval, the Successful Bidder(s) shall submit electrical, building, and all other applicable permit applications. No improvements, construction, installation or alteration shall be commenced until plans for such work have been approved by the Township 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; centerline of antenna, type and sizing of antenna mountings; and the proposed sizing and type of construction materials for all structures, including fencing (if any); and any other details the Township may request.
  
16. Construction and maintenance work shall not interfere with Township activities, and the Township's designated representative(s) shall be notified in advance of the need to access the tower compound. The Township shall provide the successful bidder(s) with contact information for a Township representative(s) who shall be available 24/7 by phone and/or in person, as appropriate, in the event an emergency necessitates accessing the tower facility outside of normal business hours.
  
17. 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. Successful bidders shall be responsible for the repair of any Township property outside of the leased premises damaged during any construction or maintenance work. 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. 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.
  
18. Successful bidder's installation shall meet or exceed current standards and regulations of the FAA, the FCC, and any other Agency or State or Federal government with the authority to regulate communications equipment.

19. The successful bidder(s) shall use the premises for the construction and operation of a communications monopole and for no other purpose.
20. The successful bidder shall, at its own expense, maintain the leased premises and all improvements, equipment and other personal property on the premises in good working order, condition and repair. The successful bidder shall keep the premises free of debris and anything of a dangerous, noxious or offensive nature or which would create a hazard or undue vibration, heat, noise or interference.
21. It shall be a default if any successful bidder defaults in payment or provision of rent or any other sums to the Township when due, and does not cure such default within ten (10) days; 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 Township 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 the benefits of creditors; or if the successful bidder becomes insolvent or the Township reasonable believes itself to be insecure. In the even of a default, the Township shall have the right, at its option, in addition to and not exclusive of any other remedy the Township may have as an operation of law, without any further demand or notice, declare the lease at an end, in which event the defaulting bidder shall immediately remove its equipment and pay the Township a sum of money equal to the unpaid rent accrued through the date of termination.
22. Each prospective bidder shall explain fully in writing any proposed exceptions and/or deviations from these specifications. Substantial deviation from these specifications may be cause for rejection of the bid proposal.
23. Questions regarding these specifications should be directed to Ms. Lori Savron, Township Administrator, at 908-533-9293. Additionally, prospective bidders may arrange an appointment to inspect the proposed monopole site by contacting the Office of the Township Administrator.

**Bid Proposal Form**

**Bid for the right to lease ground space for the installation of communications equipment at 100 Community Drive, Skillman, New Jersey, also known as Block 20001, Lot 10.05, with simultaneous leasing of additional carriers at the site.**

The firm of \_\_\_\_\_  
submits a binding bid proposal for the above-referenced bid for an annual rent during initial term for each year at

\$ \_\_\_\_\_/yr.

*(Minimum bid shall be not less than sixty thousand and 00/100 dollars (\$60,000.00) per year. Rent to increase 5% annually)*

\_\_\_\_\_  
(Proposed Annual Rent Amount Written in Words)

Name of Company \_\_\_\_\_

Signature \_\_\_\_\_ Date \_\_\_\_\_

\_\_\_\_\_  
(Printed Name)

\_\_\_\_\_  
(Position)

Address of Company \_\_\_\_\_  
\_\_\_\_\_

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

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

\_\_\_\_\_  
(Position or Notary)

**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).

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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.

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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.

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Company

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Signature

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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 organization 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 organization 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, and labor organizations, 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).

**STATE OF NEW JERSEY – LAWS OF 1977 – CHAPTER 33**

**(Disclosure Statement)**

No corporation or partnership shall be awarded any contract, nor shall any agreement be entered into for the performance of any work or the furnishing of any materials or supplies, the cost of which is to be paid with or out of public funds, by the State, or agency of the State, or of any county, municipality or township, or any authority, board of commission which exercises governmental functions, unless prior to the receipt of the bid, or accompanying the bid, of said corporation or partnership, there is submitted a statement setting forth the names and addresses of all stockholders in the corporation or partnership who own 10% or more of that corporation's stock, or the individual partners owning 10% or greater interest in that partnership, as the case may be, shall also be listed. The disclosure shall be continued until names and addresses of every non-corporate stockholder and individual partner, exceeding the 10% ownership criteria established in this act, has been listed.

**STATEMENT OF OWNERSHIP (OWNERSHIP DISCLOSURE CERTIFICATION)**

N.J.S.A. 52:25-24.2 (P.L. 1977, c.33, as amended by P.L. 2016, c.43)

**This Statement Shall Be Included with All Bid and Proposal Submissions**

**Name of Business:** \_\_\_\_\_

**Address of Business:** \_\_\_\_\_

**Name of person completing this form:** \_\_\_\_\_

**N.J.S.A. 52:25-24.2:**

"No corporation, partnership, or limited liability company shall be awarded any contract nor shall any agreement be entered into for the performance of any work or the furnishing of any materials or supplies, unless prior to the receipt of the bid or proposal, or accompanying the bid or proposal of said corporation, said partnership, or said limited liability company there is submitted a statement setting forth the names and addresses of all stockholders in the corporation who own 10 percent or more of its stock, of any class, or of all individual partners in the partnership who own a 10 percent or greater interest therein, or of all members in the limited liability company who own a 10 percent or greater interest therein, as the case may be.

If one or more such stockholder or partner or member is itself a corporation or partnership or limited liability company, the stockholders holding 10 percent or more of that corporation's stock, or the individual partners owning 10 percent or greater interest in that partnership, or the members owning 10 percent or greater interest in that limited liability company, as the case may be, shall also be listed. The disclosure shall be continued until names and addresses of every noncorporate stockholder, and individual partner, and member, exceeding the 10 percent ownership criteria established in this act, has been listed.

To comply with this section, a bidder with any direct or indirect parent entity which is publicly traded may submit the name and address of each publicly traded entity and the name and address of each person that holds a 10 percent or greater beneficial interest in the publicly traded entity as of the last annual filing with the federal Securities and Exchange Commission or the foreign equivalent, and, if there is any person that holds a 10 percent or greater beneficial interest, also shall submit links to the websites containing the last annual filings with the federal Securities and Exchange Commission or the foreign equivalent and the relevant page numbers of the filings that contain the information on each person that holds a 10 percent or greater beneficial interest."

The Attorney General has advised that the provisions of N.J.S.A. 52:25-24.2, which refer to corporations and partnerships apply to limited partnerships, limited liability partnerships, and Subchapter S corporations.

This Ownership Disclosure Certification form shall be completed, signed and notarized.

**Failure of the bidder/proposer to submit the required information is cause for automatic rejection of the bid or proposal**

**Part I**

**Check the line that represents the type of business organization:**

- Sole Proprietorship (skip Parts II and III, sign and notarize at the end)
- Non-Profit Corporation (skip Parts II and III, sign and notarize at the end)
- Partnership     Limited Partnership         Limited Liability Partnership
- Limited Liability Company
- For-profit Corporation (including Subchapters C and S or Professional Corporation)
- Other (be specific): \_\_\_\_\_

**Part II**

I certify that the list below contains the names and addresses of all stockholders in the corporation who own 10 percent or more of its stock, of any class, or of all individual partners in the partnership who own a 10 percent or greater interest therein, or of all members in the limited liability company who own a 10 percent or greater interest therein, as the case may be.

**OR**

I certify that no one stockholder in the corporation owns 10 percent or more of its stock, of any class, or no individual partner in the partnership owns a 10 percent or greater interest therein, or that no member in the limited liability company owns a 10 percent or greater interest therein, as the case may be.

**Sign and notarize the form below, and, if necessary, complete the list below.**  
**(Please attach additional sheets if more space is needed):**

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

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

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

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

\_\_\_\_\_

\_\_\_\_\_

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

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

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

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

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

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

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

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

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

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

\_\_\_\_\_

\_\_\_\_\_

**Part III - Any Direct or Indirect Parent Entity Which is Publicly Traded:**

“To comply with this section, a bidder with any direct or indirect parent entity which is publicly traded may submit the name and address of each publicly traded entity and the name and address of each person that holds a 10 percent or greater beneficial interest in the publicly traded entity as of the last annual filing with the federal Securities and Exchange Commission or the foreign equivalent, and, if there is any person that holds a 10 percent or greater beneficial interest, also shall submit links to the websites containing the last annual filings with the federal Securities and Exchange Commission or the foreign equivalent and the relevant page numbers of the filings that contain the information on each person that holds a 10 percent or greater beneficial interest.”

\_\_\_ Pages attached with name and address of each publicly traded entity as well as the name and address of each person that holds a 10 percent or greater beneficial interest.

**OR**

\_\_\_ Submit here the links to the Websites (URLs) containing the last annual filings with the federal Securities and Exchange Commission or the foreign equivalent.

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**AND**

\_\_\_ Submit here the relevant page numbers of the filings containing the information on each person holding a 10 percent or greater beneficial interest.

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**NON-COLLUSION AFFADAVIT**

**STATE OF** \_\_\_\_\_

**COUNTY OF** \_\_\_\_\_

I, \_\_\_\_\_ residing in \_\_\_\_\_  
(name of affiant) (name of municipality)

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

I am \_\_\_\_\_ of the firm of \_\_\_\_\_  
(title or position) (name of firm)

\_\_\_\_\_ the bidder making this Proposal, 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 Montgomery Township 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 \_\_\_\_\_  
(Name of bidder)

in accordance with NJSA 52:34-15.

Subscribed and sworn to before me

this \_\_\_ date of \_\_\_\_\_, 2023

\_\_\_\_\_  
Signature

\_\_\_\_\_  
NOTARY PUBLIC

\_\_\_\_\_  
NAME OF AFFIANT

(Seal)



**DISCLOSURE OF INVESTMENTS  
ACTIVITIES IN IRAN**

**BIDDER NAME:** \_\_\_\_\_

**Part 1: Certification**

**BIDDERS ARE TO COMPLETE PART 1 BY CHECKING  
EITHER BOX**

Pursuant to Public Law 2021, c. 4, 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 [www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf](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 may 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.

CHECK THE APPROPRIATE BOX:

I certify, pursuant to Public Law 2021, c. 4, 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. 2021, c. 4 ("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 sign and complete the Certification below.

Failure to provide such 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: Additional Information**

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 on additional sheets provided by you.

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**Part 3: Certification**

I, being duly sworn upon my oath, hereby represent and state that the foregoing information and any attachments there 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 Township of Montgomery 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 Township of Montgomery to notify the Township of Montgomery 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 Township of Montgomery and that the Township of Montgomery at its option may declare any contract(s) resulting from this certification void and unenforceable.

Full Name (Print): \_\_\_\_\_

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

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

\_\_\_\_\_

**Township of Montgomery**  
**County of Somerset**

**CERTIFICATION REGARDING POLITICAL  
CONTRIBUTIONS (P.L. 2005, c. 271)**

\_\_\_\_\_, hereby certifies as follows:

1. I am a \_\_\_\_\_ of the firm of \_\_\_\_\_, a “business entity” as defined by P.L. 2005, c.271, and make this certification based on my personal knowledge of the facts expressed herein and to comply with the requirements of P.L. 2005, c.271.

2. During the 12 months prior to the date of this certification, the “business entity” has not made any contributions that are reportable by the recipient pursuant to the provisions of P.L.1973, c.83 (C.19:44A-1 et seq.) to: any State, county, or municipal committee of a political party; any legislative leadership committee; or any candidate committee of a candidate for, holder of, an elective office of the Township of Montgomery, of the County of Somerset, of another public entity within the County of Somerset, or of a legislative district in which the Township of Montgomery is located, or any continuing political committee, except as follows:

*[The following listing must set forth all contributions that are reportable (over \$300.00) and must disclose the date and amount of each contribution and the name of the recipient of each contribution. Attach additional sheets if needed to provide a full disclosure.]*

| <b><u>Recipient of Contribution</u></b> | <b><u>Amount</u></b> | <b><u>Date</u></b> |
|---|----------------------|--------------------|
|   |                      |                    |
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3. Consistent with P.L. 2005, c.271, I understand that the following shall be deemed to be a contribution by the “business entity” for purposes of this Disclosure:

- a. When the business entity is a natural person, a contribution by that person’s spouse or child, residing therewith.
  
- b. When a business entity is other than a natural person, a contribution by:
  - (1) Any person or other business entity having an interest therein; and/or
  
  - (2) All principals, partners, officers, or directors of the business entity or their spouses, any subsidiaries directly or indirectly controlled by the business entity; or any political organization organized under section 527 of the Internal Revenue Code that is directly or indirectly controlled by a business entity other than a candidate committee, election fund, or political party committee.

4. I certify that the foregoing statements made by me are true. I understand that, if any of the statements is willfully false, I am subject to punishment.

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Dated: