

**NOTICE TO BIDDERS**

**LEASE OF SPACE FOR CELLULAR ANTENNA ARRAY**

Borough of Paulsboro

**PLEASE TAKE NOTICE** that sealed bids must be received by the Borough of Paulsboro, Gloucester County, New Jersey on or before December 27, 2016 at 2:00 p.m. in the Conference Room of the Borough of Paulsboro, 1211 Delaware Street, Paulsboro, New Jersey 08066, for:

**LEASE OF REAL PROPERTY FOR THE CONSTRUCTION, OPERATION AND MAINTENANCE OF A CELLULAR ANTENNA ARRAY ON A PORTION OF THE PROPERTY LOCATED ON BLOCK 118, LOT 13, 400 SUMMIT AVENUE, BOROUGH OF PAULSBORO, NEW JERSEY 08066**

A bid package consisting of this Notice to Bidders, Cover Sheet Including Bid Checklist, Instructions to Bidders, Specifications, Bid Form, and Appendix A through H may be obtained at the office of the Clerk, Borough of Paulsboro at the above address between the hours of 9:00 a.m. and 4:00 p.m., Monday through Friday, or may be reviewed on the Borough's website at [www.paulsboronj.org](http://www.paulsboronj.org).

Proposals must be submitted on the Bid Form provided by the Borough of Paulsboro and placed in a sealed opaque envelope addressed to the Borough of Paulsboro bearing the name and address of the bidder and clearly marked "Bid—Cellular Antenna Array" or they will not be considered.

Proposals shall be mailed or delivered to:

Borough of Paulsboro  
Attn: Susan Jacobucci, Administrator  
1211 Delaware Street, Paulsboro, New Jersey 08066

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

Each Bidder shall submit one (1) original with original signatures in blue ink and marked "Original", plus two (2) complete and exact copies of the original, marked "Copy". The Borough reserves the right to reject any or all bids, in whole or in part, to make award(s) to such bidder(s) who, in the judgment of the Borough, makes the most advantageous bid, to make an award to more than one bidder, and to waive such informalities as may be permitted by law.

Bidders are required to comply with the requirements of N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27-1 et seq., an Act relating to affirmative action in relation to discrimination in connection with certain public contracts.

Kathy VanScoy, Clerk  
Borough of Paulsboro  
1211 Delaware Street  
Paulsboro, New Jersey 08066

**COVER SHEET**

**LEASE OF SPACE FOR CELLULAR ANTENNA ARRAY**

**Borough of Paulsboro**

**Bid Package**

With regard to a bid to be received for the construction, operation, and maintenance of a cellular antenna array and related facilities at 400 Summit Avenue, Block 118, Lot 13, Borough of Paulsboro, County of Gloucester, State of New Jersey, all of the following documents jointly constitute the “Bid Documents” for the proposed facility:

1. Notice to Bidders;
2. Cover Sheet Including Bid Checklist
3. Instructions to Bidders;
4. Wireless Communications Facility Lease (Exhibit A);
5. Bid Form (Exhibit B); and
6. Appendix A through L

**Bid Checklist**

The following documents must be submitted to the Borough in order for a bid to be accepted (“Bid Documents”):

	CHECK
Bid From	_____
Consent of Surety (see sample at Appendix I - Form to be Supplied by Surety Company)	_____
Certification Statement by Engineer (See Section 10)	_____
Americans with Disabilities Act (Appendix B)	_____
Mandatory Equal Employment Opportunity (Appendix C)	_____
Affirmative Action Compliance Notice (Appendix D)	_____
New Jersey Certificate of Employee Information Report	_____
Ownership Disclosure Certification (Appendix E)	_____
Non-Collusion Affidavit (Appendix F)	_____
ELEC Disclosure (Appendix G)	_____
Disclosure of Investment Activities in Iran (Appendix H)	_____
Site Visitation Statement (Appendix J)	_____
Subcontractor Declaration (Appendix K)	_____
New Jersey Business Registration Certificate (see sample at Appendix L)	_____
Acknowledgement of Addenda (see sample at Appendix M)	_____

## **INSTRUCTIONS TO BIDDERS**

### **LEASE OF SPACE FOR CELLULAR ANTENNA ARRAY**

#### **Borough of Paulsboro**

#### **INTRODUCTION**

The Borough of Paulsboro, Gloucester County, New Jersey (“Borough”) is soliciting bids for the lease of real property for the construction and operation of a wireless communications tower and related facilities (“Wireless Communications Facility Lease”). The leased premise will consist of a portion of the land located at 400 Summit Avenue, Borough of Paulsboro, County of Gloucester, State of New Jersey, also known as Block 118, Lot 13 on the Tax Map of the Borough of Paulsboro, as shown in Appendix A, Tax Map, on which a Standpipe is located (“Property”). The successful bidder, as announced by the Borough, enter into the Wireless Communications Facility Lease will allow the successful bidder to design, construct, operate and maintain an antenna array on the Standpipe (“Antenna Array”), not exceeding the existing height of the Standpipe, unless written consent is given by the Borough and all necessary permits and variances, if any, are obtained, and related facilities (collectively “Wireless Communications Facility”).

The Borough will select one or more bidders to enter into a Wireless Communications Facility Lease on the Property. The minimum bid for the annual rent for the first year of the lease shall be not less than \$38,400.00, with minimum annual rent increases of three percent (3%) for each subsequent year of the initial term or in any renewal term. The Borough reserves the right to reject any bid which is below the minimum bid. The Borough also reserves the right to reject all bids.

#### **1. QUESTION AND ANSWER PERIOD**

The Borough will be providing an opportunity to ask questions and seek clarification any ambiguities, inconsistencies, or errors in the Bid Documents and/or the Lease Agreement. Bidders may submit questions to the Borough’s Solicitor at [mmaley@maleyassocaites.com](mailto:mmaley@maleyassocaites.com) on or before 5:00 p.m., Eastern time, on December 14, 2016. All answers to the questions submitted will be given in the form a formal “addenda” issued to this bid. All addenda issued will be posted on the Borough’s website on or before 5:00 p.m., Eastern time on December 16, 2016, and will be electronically distributed to anyone who submitted a question.

#### **2. SUBMISSION OF BIDS**

The Borough invites sealed bids, pursuant to the Notice to Bidders. All the terms and conditions of the Notice to Bidders are incorporated herein by reference.

- A. Sealed bids containing all Bid Documents (as defined on the Cover Sheet) will be received by the Borough of Paulsboro, Gloucester County, New Jersey on or before December 27, 2016 at 2:00 p.m. (“Submission Date”). Sealed bids will be publicly opened and read aloud in the Conference Room of the Borough of Paulsboro, 1211 Delaware Street, Paulsboro, New Jersey 08066, on December 27, 2016 at 2:00 p.m. (“Bid Opening”).

- B. All required Bid Documents shall be submitted: (1) in a sealed envelope; (2) addressed to the Administrator, Borough of Paulsboro, Municipal Building, 1211 Delaware Street, Paulsboro, New Jersey 08066, bearing the name and address of the bidder written on the face of the envelope; and (4) clearly marked "Bid—Cellular Antenna Array" ("Sealed Bids").
- C. It is the bidder's responsibility to see that Sealed Bids are presented to the Borough on the hour stated at the place designated. Sealed Bids may be hand delivered or mailed; however, the Borough disclaims any responsibility for bids forwarded by regular or overnight mail. Sealed Bids received after the designated time and date will be returned unopened.
- D. All Sealed Bids will remain unopened and sealed until the Bid Opening. Sealed Bids received before the Submission Date will not be opened until the Bid Opening.
- E. Sealed Bids forwarded to the Borough 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 involved in the bid. Once bids have been opened, they must remain firm for a period of sixty (60) calendar days.
- F. The minimum bid, which is equivalent to the annual rent for the first year of the lease, shall be not less than \$38,400.00, with a minimum of three percent (3%) annual increase for each subsequent year. All prices and amounts must be written in ink or preferably typewritten. Bid Documents containing any conditions, omissions, unexplained erasures or alterations, items not called for in the Bid Form, attachment of additive information not required by the specifications, or irregularities of any kind, may be rejected by the Borough. Any changes, white-outs, strikeouts, etc. on the proposal page must be initialed in ink by the person responsible for signing the bid.
- G. Any discrepancy between a numerical price and a price written in words shall be resolved in favor of the price as written in words. Any discrepancy between the unit price multiplied by the quantity and a corresponding total price figure set forth in the Bid Form shall be resolved in favor of a total price reached by multiplying the unit price by the quantity. The corrected total shall be used to determine the award of the contract. After all Bid Forms have been read, the bids will be tabulated and adjusted, if necessary, in accordance with this paragraph. If any mathematical corrections must be made on any Bid Form, then the governing body of Borough may not award a contract until all tabulations are complete.
- H. Each Bid Form must give the full business address of the bidder and be signed by an authorized representative. Sealed 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. Sealed 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.

### **3. BID DOCUMENTS AND SUBMISSIONS**

Each bid shall be made on the prescribed official Bid Form attached hereto as Exhibit B and must be accompanied by the Bid Documents specified in the Bid Checklist. Failure to provide these items will be a cause for rejecting a bid.

### **4. BID OPENING**

All Sealed Bids will be publicly opened and read by the Borough Administrator at the Municipal Building, 1211 Delaware Street, Paulsboro, New Jersey at 2:00 P.M., or as soon thereafter as the matter may be reached, on December 27, 2016. All Sealed Bids will be date and time stamped upon receipt. Bidder is solely responsible for the timely delivery of the Sealed Bids and no bids shall be considered which are presented after the public call for receiving bids. Any Sealed Bid received after the date and time specified will be returned, unopened, to the bidder.

### **5. NO ASSIGNMENTS OF BID**

The bidder may not assign, sell, transfer or otherwise dispose of the Sealed Bid or any portion thereof or any right or interest therein. This section is not intended to limit the ability of the successful bidder to assign or otherwise dispose of its duties and obligations under the contract provided that the Borough of Paulsboro agrees to the assignment or other disposition.

### **6. AWARD OF CONTRACT**

The contract will be awarded to the bidder whose aggregate bid price is the highest responsible bid.

The Borough reserves the right to reject any bid not prepared and submitted in accordance with the provisions thereof, to reject any or all bids, in whole or in part, to make award(s) to such bidder(s) who, in the judgment of the Borough, makes the most advantageous bid, to make an award to more than one bidder, and to waive such informalities as may be permitted by law.

### **7. STATUTORY AND OTHER REQUIREMENTS**

The following are mandatory requirements of this bid and Wireless Communications Facility Lease. Sealed Bids will not be accepted from Bidders currently listed on the New Jersey Department of Labor and Industry's Debarred List.

#### **A. Mandatory Affirmative Action Certification**

No firm may be issued a contract unless it complies with the affirmative action provisions of N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27-1 et seq. The following information summarizes the full, required regulatory text.

#### **1. Goods and Services (including professional services) Contracts**

Each 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:

- i. A photocopy of a valid letter that the contractor is operating under an existing Federally approved or sanctioned affirmative action program (good for one year from the date of the letter); or
- ii. A photocopy of a Certificate of Employee Information Report approval, issued in accordance with N.J.A.C. 17:27-4; or
- iii. A photocopy of an Employee Information Report (Form AA 302) provided by the Division and distributed to the public agency to be completed by the contractor in accordance with N.J.A.C. 17:27-4.

## 2. Maintenance/Construction Contracts

After notification of award, but prior to signing the contract, the contractor shall submit to the public agency compliance officer and the Division of Contract Compliance and Equal Employment Opportunity in Public Contracts (Division) an initial project workforce report (Form AA201) provided to the public agency by the Division for distribution to and completion by the contractor, in accordance with N.J.A.C. 17:27-7.

The contractor shall also submit a copy of the Monthly Project Workforce Report once a month thereafter for the duration of the contract to the Division and to the public agency compliance officer. The contractor shall also cooperate with the public agency in the payment of budgeted funds, as is necessary, for on-the job and/or off-the-job programs for outreach and training of minorities and women.

### B. Americans With Disabilities Act of 1990

Discrimination on the basis of disability in contracting for the purchase of goods and services is prohibited. Bidders are required to read Americans With Disabilities language that is included as Appendix B of this specification and agree that the provisions of Title II of the Act are made a part of the contract. The contractor is obligated to comply with the Act and to hold the owner harmless.

### C. Ownership Disclosure

N.J.S.A. 52:25-24.2 provides that no corporation or partnership shall be awarded any contract for the performance of any work or the furnishing of any goods and services, unless, prior to the receipt of the bid or accompanying the bid of said corporation or partnership, bidders shall submit a statement setting forth the names and addresses of all stockholders in the corporation or partnership who own ten percent (10%) or more of its stock of any class, or of all individual partners in the partnership who own a ten percent (10%) or greater interest therein. The included Ownership Disclosure Certification shall be completed and attached to the Bid Form.

This requirement applies to all forms of corporations and partnerships, including, but not limited to, limited partnerships, limited liability corporations, limited liability partnerships and Subchapter S corporations. Failure to submit an Ownership Disclosure Certification shall result in rejection of the bid.

#### D. Proof of Business Registration

N.J.S.A. 52:32-44 requires that each bidder (contractor) submit proof of business registration with the Sealed Bid. Proof of registration shall be a copy of the bidder's Business Registration Certificate (BRC). A BRC is obtained from the New Jersey Division of Revenue. Information on obtaining a BRC is available on the internet at <http://www.nj.gov/treasury/revenue> or by phone at (609) 292-1730.

N.J.S.A. 52:32-44 imposes the following requirements on contractors and all subcontractors that knowingly provide goods or perform services for a contractor fulfilling this contract:

1. The contractor shall provide written notice to its subcontractors and suppliers to submit proof of business registration to the contractor;
2. Prior to receipt of final payment from a contracting agency, a contractor must submit to the contracting agency an accurate list of all subcontractors or attest that none was used;
3. During the term of this contract, the contractor and its affiliates shall collect and remit, and shall notify all subcontractors and their affiliates that they must collect and remit to the Director, New Jersey Division of Taxation, the use tax due pursuant to the Sales and Use Tax Act, (N.J.S.A. 54:32B-1 et seq.) on all sales of tangible personal property delivered into this State. A contractor, subcontractor or supplier who fails to provide proof of business registration or provides false business registration information shall be liable to a penalty of \$25 for each day of violation, not to exceed \$50,000 for each business registration not properly provided or maintained under a contract with a contracting agency. Information on the law and its requirements is available by calling (609) 292-1730.

#### E. Prevailing Wage Act

Pursuant to N.J.S.A. 34:11-56.25 et seq., contractors on projects for public work shall adhere to all requirements of the New Jersey Prevailing Wage Act. The contractor shall be required to submit a certified payroll record to the owner within ten (10) days of the payment of the wages. The contractor is also responsible for obtaining and submitting all subcontractors' certified payroll records within the aforementioned time period. The contractor shall submit said certified payrolls in the form set forth in N.J.A.C. 12:60-6.1(c). It is the contractor's responsibility to obtain any additional copies of the certified payroll form to be submitted by contacting the New Jersey Department of Labor and Workforce Development, Division of Workplace Standards. Additional information is available at <https://lwd.state.nj.us/labor/wagehour>.

#### F. The Public Works Contractor Registration Act

N.J.S.A. 34:11-56.48 et seq. requires that a general or prime contractor and any listed subcontractors named in the bidder's bid proposal shall possess a certificate at the time the bid proposal is submitted. After bid proposals are received and prior to award of contract, the successful contractor shall submit a copy of the contractor's certification along with those of all listed subcontractors. All non-listed subcontractors and lower tier sub-subcontractors shall

be registered prior to starting work on the project. It is the general contractor's responsibility that all non-listed subcontractors at any tier have their certificate prior to starting work on the job.

Under the law a "contractor" is "a person, partnership, association, joint stock company, trust, corporation or other legal business entity or successor thereof who enters into a contract" which is subject to the provisions of the New Jersey Prevailing Wage Act [N.J.S.A. 34:11-56.25, et seq.] It applies to contractors based in New Jersey or in another state.

The law defines "public works projects" as contracts for "public work" as defined in the Prevailing Wage statute [N.J.S.A. 34:11-56.26(5)]. The term means:

"Construction, reconstruction, demolition, alteration, or repair work, or maintenance work, including painting and decorating, done under contract and paid for in whole or in part out of the funds of a public body, except work performed under a rehabilitation program.

"Public work" shall also mean construction, reconstruction, demolition, alteration, or repair work, done on any property or premises, whether or not the work is paid for from public funds, if, at the time of entering into the contract the property or premises is owned by the public body."

"Maintenance work" means the repair of existing facilities when the size, type or extent of such facilities is not thereby changed or increased. While "maintenance" includes painting and decorating and is covered under the law, it does not include work such as routine landscape maintenance or janitorial services.

To register, a contractor must provide the State Department of Labor with a full and accurately completed application form. The form is available online at [www.state.nj.us/labor/lse/lspubcon.html](http://www.state.nj.us/labor/lse/lspubcon.html).

N.J.S.A. 34:11-56.55 specifically prohibits accepting applications for registration as a substitute for a certificate of registration.

#### G. Non-Collusion Affidavit

The Non-Collusion Affidavit shall be properly executed and submitted with the Bid Form.

#### H. Pay to Play

Starting in January 2007, business entities are advised of their responsibility to file an annual disclosure statement of political contributions with the New Jersey Election Law Enforcement Commission (ELEC) pursuant to N.J.S.A. 19:44A-20.27 if they receive contracts in excess of \$50,000 from public entities in a calendar year.

Business entities are responsible for determining 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).

#### I. Disclosure of Investment Activities in Iran

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 a certification to attest, under penalty of perjury, that the person or entity, or one of the person or entity's parents, subsidiaries, or affiliates, is not identified on a list created and maintained by the New Jersey Department of the Treasury as a person or entity engaging in investment activities in Iran. If the Director finds a person or entity to be in violation of the principles which are the subject of this 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 person or entity.

## **8. ESCROW**

LESSEE shall be responsible for establishing an escrow, the amount of which shall be determined by the municipal engineer, for the purpose of LESSOR's review of all plans and legal descriptions contemplated by this Agreement and for the pre- and post-construction inspection of the installation ("Escrow"). LESSEE shall post the Escrow prior to LESSOR's review of any plans and prior to the issuance of any permits. In the event the Escrow is depleted more than seventy-five percent (75%), LESSEE agrees to replenish the Escrow in full. For any modifications to the Wireless Communications Facility, LESSEE shall replenish, in full, the Escrow. The municipal engineer may, from time to time, revise the amount of the Escrow consistent with then applicable costs as outlined in this Section 3.03.

## **9. REMOVAL AND RESTORATION BOND**

Within thirty (30) days after the Commencement Date, the successful bidder shall deliver to the Borough a Removal and Restoration Bond issued by a reputable bonding company authorized to issue such bonds in the State of New Jersey in the amount of One Hundred and Twenty (120%) Percent of the estimated removal and restoration costs of the Wireless Communications Facility ("Removal and Restoration Bond"). The Removal and Restoration Bond shall guarantee the Borough that the successful bidder shall construct, install, and maintain the Wireless Communications Facility during the Term of the Wireless Communications Facility Lease.

## **10. CERTIFICATION STATEMENT BY ENGINEER**

Bidder must include with their bid, a Certification Statement, made by a qualified engineer licensed in the State of New Jersey to certify and attest to the ability of the Standpipe to take the additional load of the bidder's proposed Wireless Communications Facility without any negative impact. A structural analysis shall be performed to certify that the Standpipe and its components are structurally adequate to support the proposed Wireless Communications Facility. A structural analysis shall be submitted for review each time any alteration is made to the installed antennas, coaxial cables and appurtenances. In the event that more than one successful bidder is selected, each successful bidder, except for the highest bidder, will be required to resubmit a Certification Statement and structural analysis, made by a qualified engineer licensed in the State of New Jersey to certify and attest to the ability of the Standpipe to take the additional load of the bidder's proposed Wireless Communications Facility and the Wireless Communications Facilities of the other successful bidders without any negative impact.

## **11. FAILURE TO ENTER INTO A LEASE**

Should the successful bidder fail to execute and deliver the Lease within twenty-one (21) days, Sundays and holidays excepted (subject, to reasonable extensions of time with the consent of the Borough) after award of the bid, the Borough may declare the bid guarantee forfeited.

## **12. RIGHT TO REJECT BIDS**

The Borough 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 Borough. Bids may be rejected for any of the following reasons:

- A. All bids for any reason set forth in N.J.S.A. 40A:11-13.2;
- A. If more than one bid is received from an individual, firm or partnership, corporation or association under the same name;
- B. Multiple bids from an agent representing competing bidders;
- C. The bid is inappropriately unbalanced;
- D. The bidder is determined to possess, as defined in N.J.S.A. 40A:11-4b, Prior Negative Experience; or,
- E. If the successful bidder fails to enter into a contract within twenty-one (21) days, Sundays and holidays excepted, or as otherwise agreed upon by the parties. In this case at its option, the Borough may accept the bid of the next highest responsible bidder.

## **13. LEASE**

The Borough and the highest successful bidder(s) shall enter into the Lease Agreement attached hereto as Exhibit A. Lease payments shall commence upon the execution of the written lease and be payable on a monthly basis, in advance, on the first day of each calendar month. Additional payments shall follow every month thereafter.

## **14. TERM OF LEASE**

The initial term of the lease will be for a period of five (5) years, which term shall renew automatically for four (4) successive periods of five (5) years each, unless terminated in accordance with the terms of the lease, and shall begin upon the Borough's receipt of a duly signed Lease Agreement.

## **15. MINIMUM BID**

The minimum bid, which is equivalent to the annual rent for the first year of the lease, shall be not less than \$38,400.00, with annual rent increases of three percent (3%) for each subsequent year of the initial or any renewal term.

## **16. MATERIALS**

Unless otherwise indicated, or directed, all materials are to be new and of the best quality for their respective categories. All electrical equipment shall bear labels attesting to Underwriters' Laboratories approval.

## **17. AWARD OF BIDS**

- A. The highest bidder as tabulated by the Borough Administrator will be awarded the right to select the location for its antenna array and ground facility on the Standpipe. The selection of the location for placement of the Antenna Array shall be conditioned upon approval of the Borough and the Borough Engineer. Subject to the provisions of these bid specifications, the Borough reserves the right to locate municipal antennas on the property at no cost to the Borough. In the event that it is determined that the Property can accommodate more than one Wireless Communications Facility, the Borough reserves the right to select more than one bidder to enter into a Wireless Communications Facility Lease. The Wireless Communications Facility Leases will be awarded to the highest bidders, who will each have the right to select the location for the placement of the Antenna Array, with the highest bidder receiving the first opportunity for selection, and the lowest successful bidder receiving the last opportunity for selection.
- B. Each successful bidder as tabulated by the Borough Administrator shall be responsible for the design, development, construction, installation and maintenance of its own Antenna Array and Wireless Communications Facility.

## **18. DESIGN VISIT**

Each successful bidder shall be afforded an opportunity to conduct a design visit at the Property and will be expected to produce satisfactory Lease Exhibits depicting the bidder's proposed locations within twenty (20) days from the award of the bid. The Lease Exhibits when prepared shall be submitted to the Borough in support of the successful bidder's selection of their respective locations and shall be conditioned upon approval of the Borough and its Engineer. The time for submission of the Lease Exhibits may be extended with the consent of the Borough.

**No Wireless Communications Facility Lease shall be executed, unless and until the successful bidder(s) and the Borough are both satisfied with the location and height of Antenna Array and Wireless Communications Facility.**

## **19. DUE DILIGENCE**

The Borough makes no representations of any kind with respect to the Property, adequacy to support the Antenna Array, or the appropriateness of the Property for use as a site for wireless communication equipment. Notwithstanding anything to the contrary set forth herein, each bidder shall have the right to perform the following due diligence investigations ("Due Diligence") which must be completed no later than twenty (20) days from the award of the bid:

- A. Title Search;
- B. Phase One and Phase Two Environmental Inspections;

- 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.

Each bid shall be contingent upon the bidder being completely satisfied with the results of its Due Diligence. In the event that a Bidder is not completely satisfied for any reason, in its sole discretion, with the results of its Due Diligence, the Bidder shall have the right to withdraw its Sealed Bid by giving written notice to Borough. In the event of such withdrawal of the Sealed Bid, neither party shall have any further liability to the other. Bidders desiring to commence with Due Diligence prior to the Bid Opening shall be afforded an opportunity to access the Property, provided the bidder is licensed by the Federal Communications Commission (FCC) to provide wireless telecommunications and has submitted proof insurance in an amount satisfactory to the Borough. In addition, the Borough will require the bidder to provide a "Hold Harmless Agreement" and coordinate access to the site through the Borough Administrator. All insurance certificates and Hold Harmless Agreement must be in place prior to arranging for site access.

## **20. TERMINATION OF CONTRACT**

- A. If, through any cause, the successful bidder shall fail to fulfill in a timely and proper manner the obligations under the lease or if the lessee shall violate any of the requirements of the lease, the Borough shall there upon have the right to terminate the lease by giving written notice to the lessee of such termination and specifying the effective date of termination. Such termination shall not relieve the lessee of any obligation for any rent due for the remainder of the lease term.
- B. Notwithstanding the above, the lessee shall not be relieved of liability to the Borough for damages sustained by the Borough by virtue of any breach of the lease by the lessee.
- C. The successful bidder also agrees to indemnify and hold the Borough harmless from any liability to subcontractor/suppliers concerning payment for work performed or goods supplied arising out of the lawful termination of the lease by the Borough under this provision.

## **21. ACQUISITION, MERGER, SALE AND/OR TRANSFER OF BUSINESS, ETC.**

- A. 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 new party(s) will be required to submit all documentation/legal instruments that were required in the original bid/contract. Any change shall be approved by the Borough in writing.
- B. The successful bidder will not be permitted to assign any interest in the lease and shall not be permitted to transfer any interest in the same without the prior written consent of the Borough.

## **22. INDEMNIFICATION**

The successful bidder shall defend, indemnify and hold harmless the Borough, its officers, agents and employees from any and all claims and costs of any nature whether for personal injury, property damage or any other liability arising out of or in any way connected with the bidder's acts or omissions under this bid or lease executed with the Borough.

**(BALANCE OF PAGE INTENTIONALLY LEFT BLANK)**

**EXHIBIT A**

**WIRELESS COMMUNICATIONS FACILITY LEASE**

**EXHIBIT B**

**BID FORM**

**LEASE OF SPACE FOR CELLULAR ANTENNA ARRAY**

**Borough of Paulsboro**

THE UNDERSIGNED bidder, having read the Notice to Bidders, Specifications, Non-Collusion Affidavit and Instructions to Bidders (“Bid Documents”) and understanding that it will be bound thereby, hereby bids the sum of

---

(Print the amount of bid in words and in numerals – conflicts shall be resolved by the printed amount.)

as **annual** rent (12 months) for the Lease of a portion or premises known as a portion of Block 118, Lot 13, Borough of Paulsboro, New Jersey 08066, as described in and in accordance with all of the aforesaid Bid Documents. Rent shall increase by \_\_\_\_ percent (\_\_\_%) annually, thereafter, during the initial and any renewal terms.

Annual Percentage Increase Amount (for years 2-5) \_\_\_\_\_ % (percent) per year increase  
Annual Percentage Increase Amount (for years 6-10) \_\_\_\_\_ % (percent) per year increase  
Annual Percentage Increase Amount (for years 11-15) \_\_\_\_\_ % (percent) per year increase  
Annual Percentage Increase Amount (for years 16-20) \_\_\_\_\_ % (percent) per year increase  
Annual Percentage Increase Amount (for years 20-25) \_\_\_\_\_ % (percent) per year increase

Company Name: \_\_\_\_\_ FEIN#: \_\_\_\_\_

Address of the Bidder: \_\_\_\_\_

Telephone Number: \_\_\_\_\_

Signature of Bidder: \_\_\_\_\_

Print Name and Title of Signer: \_\_\_\_\_

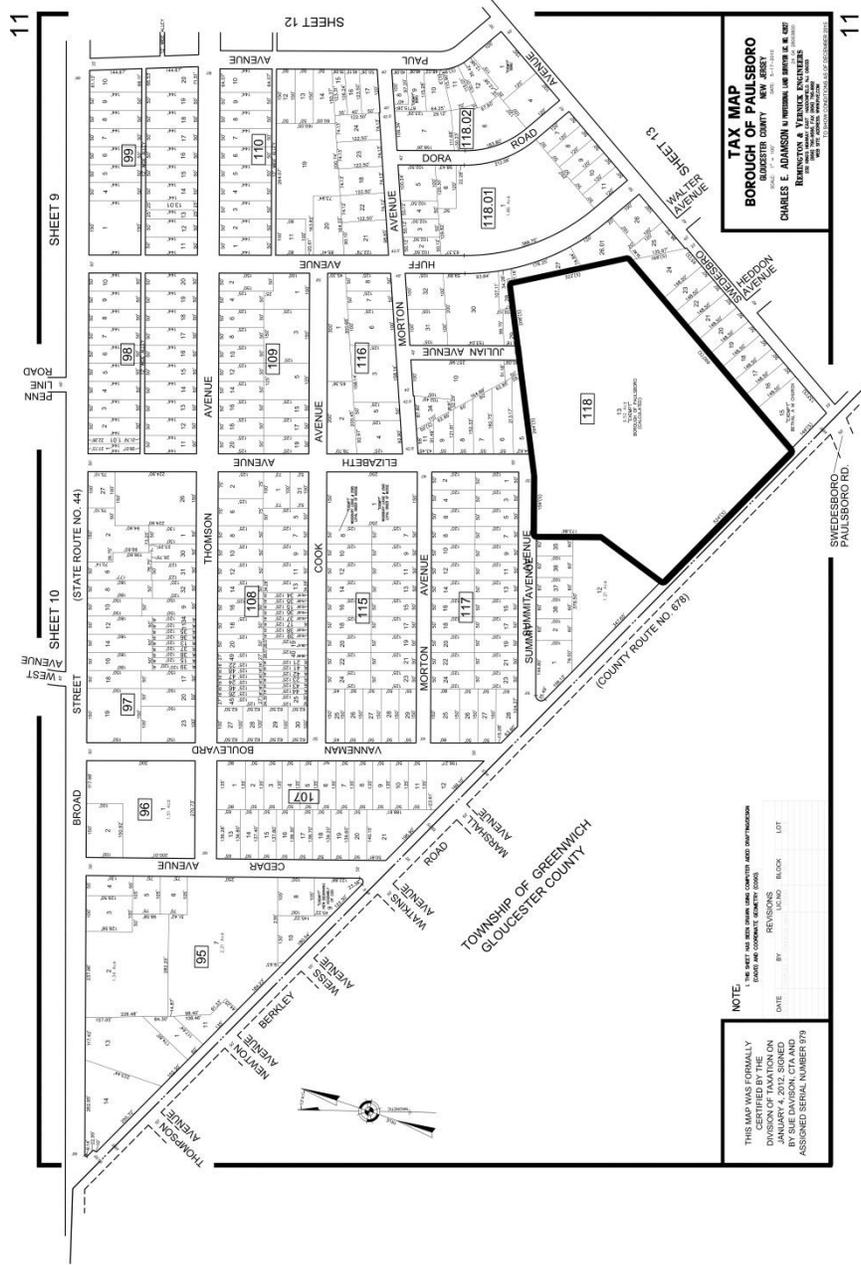
**This completed official Bid Form, with all required accompanying forms, must be received by 2 p.m. on December 27, 2016 at the Borough of Paulsboro’s Municipal Building**

**PLEASE NOTE AS FOLLOWS: Bids sent through the U.S. Postal Service or other delivery service is done at the bidder’s own risk. ALL DOCUMENTS MUST BE ORIGINAL. FACSIMILIE OR PHOTOCOPIES ARE NOT ACCEPTABLE.**

# APPENDICES

# APPENDIX A

## Tax Map



**TAX MAP**  
**BOROUGH OF PAULSBORO**  
 GLoucester County, New Jersey  
 ENGINEER  
**CHARLES E. ADAMSON** & YOUNG, ENGINEERS  
 1000 W. MAIN STREET, SUITE 200  
 PAULSBORO, NJ 08059  
 TEL: 856-251-1111  
 FAX: 856-251-1112  
 WWW.CEAYOUNG.COM

**NOTE:**  
 THIS MAP WAS FORMALLY  
 DIVISION OF TAXATION ON  
 JANUARY 4, 2012, SIGNED  
 BY THE COUNTY ENGINEER,  
 ASSIGNED SERIAL NUMBER 979

DATE	BY	REVISIONS	BLOCK	LOT

**APPENDIX B**  
**AMERICANS WITH DISABILITIES ACT OF 1990**  
**Equal Opportunity for Individuals with Disability**

The contractor and the Borough of Paulsboro (hereinafter "owner") do hereby agree that the provisions of Title 11 of the Americans With Disabilities Act of 1990 (the "Act") (42 U.S.C. §121 01 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 there unto, are made a part of this lease. In providing any aid, benefit, or service on behalf of the owner pursuant to this lease, 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 owner in any action or administrative proceeding commenced pursuant to this Act. The contractor shall indemnify, protect, and save harmless the owner, 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 owner's grievance procedure, the contractor agrees to abide by any decision of the owner which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the owner, or if the owner 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 owner 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 owner or any of its agents, servants, and employees, the owner *shall* expeditiously forward or have forwarded to the contractor every demand, complaint, notice, summons, pleading, or other process received by the owner or its representatives.

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

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

COMPANY: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

PRINT NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_



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, race, 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 personal testing conforms to 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, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation, and consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

BY: \_\_\_\_\_

\_\_\_\_\_  
(name and title)

Sworn to and subscribed before me  
this \_\_\_\_ day of \_\_\_\_\_, 2016.

\_\_\_\_\_

**APPENDIX D**  
**AFFIRMATIVE ACTION COMPLIANCE NOTICE**  
**N.J.S.A. 10:5-31 et seq. AND N.J.A.C. 17:27-1 et seq.**

This form is a summary of the successful bidder's requirement to comply with the requirements of N.J.S.A. 10:5-31, et seq. and N.J.A.C. 17:27-1, et seq.

Within seven (7) days after receipt of notification of award but prior to execution of the contract/lease, the successful bidder shall submit to the Borough of Paulsboro one of the following three documents as forms of evidence:

- (a) A photocopy of a valid letter that the contractor is operating under an existing Federally approved or sanctioned affirmative action program (good for one year from the date of the letter);  
OR
- (b) A photocopy of a Certificate of Employee Information Report approval, issued in accordance with N.J.A.C. 17:27-4;  
OR
- (c) A photocopy of an Employee Information Report (Form AA302) provided by the Division and distributed to the public agency to be completed by the contractor in accordance with N.J.A.C. 17:27-4.

The successful bidder may obtain the Affirmative Action Employee Information Report (AA302) from the contracting unit during normal business hours.

The successful bidder must submit the copies of the AA302 Report to the Division of Contract Compliance and Equal Employment Opportunity in Public Contracts (Division). The Public Agency copy is submitted to the public agency, and the vendor copy is retained by the vendor.

The undersigned vendor certifies that he/she is aware of the commitment to comply with the requirements of N.J.S.A. 10:5-31, et seq. and N.J.A.C. 17:27-1, et seq. and agrees to furnish the required forms of evidence.

The undersigned vendor further understands that his/her bid proposal shall be rejected as non-responsive if said contractor fails to comply with the requirements of N.J.S.A. 10:5-31, et seq. and N.J.A.C. 17:27-1, et seq.

COMPANY: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

PRINT NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

**APPENDIX E**  
**OWNERHIP DISCLOSURE CERTIFICATION**

**Name of Bidder:** \_\_\_\_\_

I certify that:

The names and addresses of all persons and entities who own a 10% or greater interest in the Bidder or any listed entities are as follows:

**OR**

No individual person or entity owns a 10% or greater interest in the Bidder.

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

Partnership

Corporation

Sole Proprietorship

Limited Partnership

Limited Liability Corporation

Limited Liability Partnership

Subchapter S Corporation

Professional Association

Professional Corporation

Individual

Other (specify) \_\_\_\_\_

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

Persons and entities owning 10% or more interest in the Bidder (please add additional sheets if necessary):

Name:	Name:
Home Address:	Home Address:
Name:	Name:
Home Address:	Home Address:

Subscribed and sworn before me this ____ day of _____, 2016.	_____ (Affiant)
(Notary Public)	_____ (Print name & title of affiant)
My Commission expires:	_____ (Corporate Seal)

**APPENDIX F  
BOROUGH OF PAULSBORO  
GLOUCESTER COUNTY, NEW JERSEY  
NON-COLLUSION AFFIDAVIT**

State of New Jersey

SS:

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

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

I am \_\_\_\_\_ of \_\_\_\_\_ (company), the bidder making this proposal entitled CELLULAR ANTENNA ARRAY, and that I executed the said proposal with full authority to do so that said 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 project; and that all statements contained in said proposal and in this affidavit are true and correct, and made with full knowledge that the Borough of Paulsboro relies upon the truth of the statements contained in said project.

I further warrant that no person or selling agency has been employed or retained to solicit or secure such lease 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 \_\_\_\_\_.

\_\_\_\_\_  
(Affiant)

\_\_\_\_\_  
(Print or type name and title)

Subscribed and sworn before me this \_\_\_\_ day of \_\_\_\_\_, 2016.

\_\_\_\_\_  
(Notary Public)

My Commission expires:

**APPENDIX G**  
**DISCLOSURE OF CONTRIBUTIONS TO NEW JERSEY ELECTION LAW**  
**ENFORCEMENT COMMISSION IN ACCORDANCE WITH N.J.S.A. 19:44A-20.27**

State of New Jersey

SS:

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

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

I am \_\_\_\_\_ of \_\_\_\_\_ (company), the bidder making the proposal to the Borough of Paulsboro for work under CELLULAR ANTENNA ARRAY, and that I executed the said proposal with full authority to do so; that said bidder acknowledges our responsibility to file an annual disclosure statement of political contributions with the New Jersey Election Law Enforcement Commission (ELEC) pursuant to N.J.S.A. 19:44A-20.27 if in receipt of contracts in excess of \$50,000.00 from public entities in a calendar year. I further acknowledge that business entities are solely responsible for determining if filing is necessary and that all statements contained in said Proposal and in this Affidavit are true and correct, and made with full knowledge that the Borough of Paulsboro relies upon the truth of the statements contained in said Proposal and in the statements contained in this Affidavit in awarding the Contract for the said project.

I further warrant that no person or selling agency has been employed or retained to solicit or secure such lease upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except Bona Fide employees of the Contractor, and as may be permitted by law.

\_\_\_\_\_  
(Affiant)

\_\_\_\_\_  
(Print or type name and title)

Subscribed and sworn before me this \_\_\_ day of \_\_\_\_\_, 2016.

\_\_\_\_\_  
(Notary Public)

My Commission expires:

**APPENDIX H**  
**DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN**

**PART 1: CERTIFICATION**

**Name of Bidder:** \_\_\_\_\_

**BIDDERS MUST COMPLETE PART 1 BY CHECKING EITHER BOX. FAILURE TO CHECK EITHER BOX WILL RENDER THE BID PROPOSAL NON-RESPONSIVE.**

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

**PLEASE CHECK EITHER BOX:**

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

**OR**

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

**PART 2: INFORMATION RELATED TO INVESTMENT ACTIVITIES IN IRAN**

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

**PROVIDE INFORMATION RELATIVE TO THE ABOVE QUESTIONS. PLEASE PROVIDE THOROUGH ANSWERS TO EACH QUESTION. IF YOU NEED TO MAKE ADDITIONAL ENTRIES, USE ADDITIONAL PAGES.**

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

Relationship to Bidder: \_\_\_\_\_

Description of Activities: \_\_\_\_\_

Duration of Engagement: \_\_\_\_\_

Anticipated Cessation Date: \_\_\_\_\_

Bidder Contact Name: \_\_\_\_\_

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

Contact Phone Number: \_\_\_\_\_

**Certification: I, being duly sworn upon my oath, hereby represent and state that the foregoing information and any attachments thereto to the best of my knowledge are true and complete. I attest that I am authorized to execute this certification on behalf of the below-referenced person or entity. I acknowledge that the Borough of Paulsboro 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 contracts with the Borough of Paulsboro to notify the Borough of Paulsboro 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 agreements(s) with the Borough of Paulsboro and that the Borough of Paulsboro at its option may declare any contract(s) resulting from this certification void and unenforceable.**

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

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

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

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

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

**APPENDIX I**

**CONSENT OF SURETY**

**SAMPLE**

A performance bond will be required from the successful contractor on this project, and consequently, all bidders shall submit, with their bid, a Consent of Surety in substantially the following form:

To: The Borough of Paulsboro

Re: \_\_\_\_\_ (bidder)

**LEASE OF SPACE FOR CELLULAR ANTENNA ARRAY INCLUDING DESIGN,  
DEVELOPMENT, CONSTRUCTION, INSTALLATION AND MAINTENANCE OF  
CELLULAR ANTENNA ARRAY AND RELATED FACILITIES**

This is to certify that \_\_\_\_\_ (Surety Company)  
will provide to the Borough of Paulsboro a performance bond in the full amount of awarded  
contract in the event that said contractor is awarded a contract for the above project.

\_\_\_\_\_  
(Signature of Bidder)

PRINT NAME: \_\_\_\_\_

\_\_\_\_\_  
(Signature of Authorized Agent of Surety Company)

PRINT NAME: \_\_\_\_\_

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

**CONSENT OF SURETY MUST BE SIGNED BY AN AUTHORIZED AGENT OR  
REPRESENTATIVE OF A SURETY COMPANY AND NOT BY THE INDIVIDUAL OR  
COMPANY REPRESENTATIVE SUBMITTING THE BID.**

**APPENDIX J**

**SITE VISITATION STATEMENT**

I, \_\_\_\_\_ (Print Name)  
of \_\_\_\_\_ (Name of Company),  
the Bidder making this bid for the Borough of Paulsboro, known as:

**LEASE OF REAL PROPERTY FOR THE CONSTRUCTION, OPERATION AND  
MAINTENANCE OF A CELLULAR ANTENNA ARRAY ON A PORTION OF THE  
PROPERTY LOCATED ON BLOCK 118, LOT 13, 400 SUMMIT AVENUE, BOROUGH  
OF PAULSBORO, NEW JERSEY 08066**

do hereby certify that, I or my authorized representative: *(please check one)*

- has personally inspected the project site(s)  
 has not personally inspected the project site(s)

By \_\_\_\_\_  
(Signature of Bidder)

\_\_\_\_\_  
(Type or Print Name of Bidder)

\_\_\_\_\_  
(Title or Position)

**APPENDIX K**

**SUBCONTRACTOR DECLARATION**

Each bidder shall set forth in the bid the names and addresses of each subcontractor for the furnishing of plumbing and gas fitting, all kindred work, and of the steam and hot water heating and ventilating apparatus, steam power plants and kindred work, and electrical work, structural steel and ornamental iron work, if any. Failure of the bidder to name all subcontractors SHALL be cause for rejection of the bid.

There shall be submitted proof that each subcontractor is qualified in accordance with the rules and regulations of the State of New Jersey when such rules and regulations exist.

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

Contact (name and title): \_\_\_\_\_

Phone Number: \_\_\_\_\_

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

Proposed Work: \_\_\_\_\_

\_\_\_\_\_

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

Contact (name and title): \_\_\_\_\_

Phone Number: \_\_\_\_\_

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

Proposed Work: \_\_\_\_\_

\_\_\_\_\_

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

Contact (name and title): \_\_\_\_\_

Phone Number: \_\_\_\_\_

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

Proposed Work: \_\_\_\_\_

\_\_\_\_\_

(Please attach additional sheets as necessary)

## **APPENDIX L**

### **BUSINESS REGISTRATION CERTIFICATE**

The New Jersey State Contractor Business Registration Program to local government contracts requires any “Business Organization” (meaning individual, partnership, association, joint stock company, trust, corporation, or other legal business entity or successor thereof) to submit a copy of their Business Registration Certificate when submitting a bid or proposal OR prior to award.

---

#### Goods and Services Contracts

N.J.S.A. 52:32-44 imposes the following requirements on contractors and all subcontractors that knowingly provide goods or perform services for a contractor fulfilling this contract:

1. the contractor shall provide written notice to its subcontractors to submit proof of business registration to the contractor;
2. prior to receipt of final payment from a contracting agency, a contractor must submit to the contracting agency an accurate list of all subcontractors or attest that none was used;
3. during the term of this contract, the contractor and its affiliates shall collect and remit, and shall notify all subcontractors and their affiliates that they must collect and remit to the Director, New Jersey Division of Taxation, the use tax due pursuant to the Sales and Use Tax Act, (N.J.S.A. 54:32B-1 et seq.) on all sales of tangible personal property delivered into this State.

A contractor, subcontractor or supplier who fails to provide proof of business registration or provides false business registration information shall be liable to a penalty of \$25 for each day of violation, not to exceed \$50,000 for each business registration not properly provided or maintained under a contract with a contracting agency. Information on the law and its requirements is available by calling (609) 292-9292.

#### State of New Jersey Business Registration Certificate Form

Proof of registration is required for all contractors and named subcontractors. Proof of registration means a copy of the organizations’ Business Registration Certificate”. No other form can be substituted to fulfill this requirement. All firms competing for Municipal contracts MUST provide a copy of their Business Registration Certificate at the time the proposal is submitted OR prior to award. Failure to do so is a fatal defect that cannot be cured.

Please provide copies of the Business Registration Certificate for the bidder and all subcontractors listed on the “Subcontractor Declaration” herein, as to their registration with the NJ Department of Treasury, Division of Revenue in accordance with P.L. 2004, Ch.57.

Examples of Business Registration Certificates can be found on the following page.

THESE ARE SAMPLES OF BUSINESS REGISTRATION CERTIFICATES

	<b>STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE</b>
Taxpayer Name:	
Trade Name:	
Address:	
Certificate Number:	
Date of Issuance:	
For Office Use Only:	

OR

<b>STATE :</b> .....	
<b>BUSINESS REGISTRATION CERTIFICATE FOR STATE AGENCY AND CASINO SERVICE CONTRACTORS</b>	
DEPARTMENT OF TREASURY DIVISION OF REVENUE PO BOX 202 TRENTON, N.J. 08644-0202	
<b>TAXPAYER NAME:</b> <b>TAX REGISTRATION TEST ACCOUNT</b>	<b>TRADE NAME:</b> <b>CLIENT REGISTRATION</b>
<b>TAXPAYER IDENTIFICATION#:</b> <b>970-097-382/500</b>	<b>SEQUENCE NUMBER:</b> <b>0107330</b>
<b>ADDRESS:</b> <b>847 ROEBLING AVE TRENTON NJ 08611</b>	<b>ISSUANCE DATE:</b> <b>07/14/04</b>
<b>EFFECTIVE DATE:</b> <b>01/01/01</b>	<i>J.P. &amp; Tully</i> Acting Director
<b>FORM-BRC(02-01)</b>	This Certificate is NOT assignable or transferable. It must be conspicuously displayed at above address.

**APPENDIX M**

**ACKNOWLEDGEMENT OF ADDENDA**

**Borough of Paulsboro**

**LEASE OF SPACE FOR CELLULAR ANTENNA ARRAY**

Bidder has examined and carefully studied the Bid Notice, the other related data identified in the Bid Notice, if any, and the following Addenda, receipt of all of which is hereby acknowledged.

<u>Addendum No.</u>	<u>Date Received</u>
_____	_____
_____	_____
_____	_____
_____	_____

\_\_\_\_\_  
Company

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name of Bidder

\_\_\_\_\_  
Title