

TOWNSHIP OF SOUTH BRUNSWICK, MIDDLESEX COUNTY, NEW JERSEY

SPECIFICATIONS AND PROPOSAL

FOR

**SALE OF RADIO TOWERS, CELL/RADIO COMMUNICATIONS ANTENNAE
COLOCATION LEASES AND PERMANENT EASEMENTS**

CONTRACT 25-14

BIDS TO BE RECEIVED NO LATER THAN

THURSDAY, DECEMBER 18, 2025 AT 11AM

AT

SOUTH BRUNSWICK TOWNSHIP MUNICIPAL BUILDING

MONMOUTH JUNCTION, NEW JERSEY 08852

**ANGELA SOCIO
PURCHASING AGENT**

NOTICE TO BIDDERS

The Township of South Brunswick invites sealed bids for:

<u>Bid No.</u>	<u>Item</u>
25-14	Sale of Radio Towers, Cell/Radio Communications Antennae Colocation Leases and Permanent Easements

Bids will be opened and read by the Purchasing Agent at the Municipal Building, 540 Ridge Road, Monmouth Junction, New Jersey on **Thursday, December 18, 2025 at 11am** to the Purchasing Agent on or by the designated hour.

Specifications may be obtained from the Township's Finance Office by calling 732-329-4000 ext. 7304 or emailing Angela Socio, QPA – asocio@sbtnj.net

The bid package can be viewed and downloaded from the Township website.
<https://www.southbrunswicknj.gov/finance/purchasing>

Bids shall be enclosed in a sealed envelope addressed to the Purchasing Agent, Township of South Brunswick, Municipal Building, P.O. Box 190, Monmouth Junction, New Jersey 08852. The contract number and name must be printed on the face of the envelope.

Bids shall be made upon the Standard Proposal Form. Any bid guarantee required will be so specified in the bid documents for that item.

Attention is called to the Federal requirements regarding employment non-discrimination and safety and wage rates.

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**.

Angela Socio
Purchasing Agent

To be advertised: **Thursday December 4, 2025**
Thursday December 11, 2025
Home News Tribune
Town Website

SPECIFICATIONS AND INSTRUCTIONS TO BIDDERS FOR PROCUREMENT AND SERVICE CONTRACT

General Provisions

1. Sealed proposals will be received by the Office of the Purchasing Agent at the Municipal Building, 540 Ridge Road; Monmouth Junction, in the County of Middlesex and the State of New Jersey on **Thursday, December 18, 2025 at 11am**. Bidders shall be responsible to carefully examine the specifications enclosed herein as well as the conditions under which the **“SALE OF RADIO TOWERS, CELL/RADIO COMMUNICATIONS ANTENNAE COLOCATION LEASES AND PERMANENT EASEMENTS”** will be purchased. Failure to offer a complete bid, or meet all sections of this invitation, may be deemed just cause for rejection of a bid as not meeting specifications.
2. All bids must be submitted on the attached bidding form furnished by the Township and must be placed in a sealed envelope, plainly marked on the outside, **“BID 25-14 FOR SALE OF RADIO TOWERS, CELL/RADIO COMMUNICATIONS ANTENNAE COLOCATION LEASES AND PERMANENT EASEMENTS”**. If mailed to the Township, the bid shall be addressed to the Purchasing Agent, Township of South Brunswick, Municipal Building, P.O. Box 190, Monmouth Junction, New Jersey 08852. All bids shall be received prior to or at the time of bid opening, 11:00 a.m. local time. The Township will not assume any responsibility for bids forwarded by mail. It is the bidder's responsibility to see that bids are presented to the Township Official on the hour and at the place designated. Only original documents with original seals and signatures will be accepted. Facsimile transmitted documents will be rejected.
3. Bidders or their authorized agents are invited to be present when the bids are opened and read publicly at the time specified. No bid may be withdrawn after the specified opening time and date without loss of bid surety, and all bids become the property of South Brunswick Township and will not be returned to the bidders.
4. Bidders are to submit the non-collusion affidavit with the bid proposal form.
5. Bids will be received and awarded in accordance with Chapter 198 of the Public Laws of 1971, commonly referred to as the Local Public Contract Laws. **(N.J.S.A. 40A:11-1, et. seq.)**
6. The Township reserves the right to reject any or all bids if the Township deems such action to be in the best interest of the Township.
7. A certification of Contractor Non-Conflict of Interest, shall be completed and attached to the bid proposal.
8. **A bid bond is not required.**
9. The Township Council reserves the right to accept or reject any or all proposals, to waive irregularities and technicalities, and to award the bid to the highest responsible bidder, if it is in the best interest of the Township to do so. Without limiting the generality of the foregoing, any

proposal which is incomplete, obscure, or irregular may be rejected; any proposal which omits a bid on any one or more items on the price sheet may be rejected; any proposal in which unit prices are omitted, or in which unit/total prices are unbalanced, may be rejected; any proposal accompanied by any insufficient or irregular certified check, cashier's check or bid bond may be rejected.

The Township Council will award the bid at a public meeting within sixty (60) days after the opening date. The successful bidder will be the one whose product is judged to best serve the interests of the Township when price, product and service are all considered. Bids will be awarded in accordance with Paragraphs 5, 25, and 26.

10. The contractor shall not assign, transfer, convey, sublet, or otherwise dispose of the contract or any part thereof to anyone without the written consent of the Township of South Brunswick.

11. It is understood by all parties that if, during the life of the contract, the contractor disposes of his business concern by acquisition, merger, sale and/or transfer or by any means conveys his interest(s) to another party, all obligations are transferred to that new party. In this event, the new owner(s) will be required to submit a performance bond in the amount of the open balance of the contract.

12. No oral interpretations 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 contract documents. Each and every request for an interpretation shall be made in writing and addressed and forwarded to the Purchasing Officer who may send a written instruction to all bidders.

13. The Township reserves the right to postpone the date for presentation and opening of proposals and will give written notice of any such postponement to each prospective bidder as prescribed by law.

14. All the plans and specifications in the bid package for **Contract No. 25-14**, together with any addendum issued thereafter, shall become part of the contract awarded to the successful bidder.

15. Each bidder must submit with the bid a letter of Federal approval or Certificate of Employee Information Report approval, or Form AA-302 must be completed upon the award of the bid.

16. Bids must be signed in ink by the bidder; all quotations shall be made with a typewriter or pen and ink. Any quotation showing any erasure alteration must be initialed by the bidder in ink. Unit prices are to be inserted in spaces provided.

With the exception of power of attorney forms attached to bid bonds and consent of surety forms, only original documents with original seals and signatures will be accepted. Facsimile transmitted documents will be rejected.

17. Failure to sign the bid proposal or give all information requested may result in the bid being rejected.

18. Chapter 33 of the Public Laws of 1977 provides that no corporation or partnership shall be awarded any State, county, municipal or school district 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 of said corporation or partnership there is submitted a disclosure statement. The disclosure statement shall set forth the names and addresses of all stockholders in the corporation or partnership who own ten percent or more of its stock of any class, or of all individual partners in the partnership who own a ten percent or greater interest therein.

**THE ATTACHED DISCLOSURE STATEMENT SHALL BE COMPLETED AND
ATTACHED TO THE BID PROPOSAL.**

19. The effective period for the contract will be one year unless noted otherwise in the specifications. Continuation of the terms of this contract beyond December 31st is contingent on availability of funds in the following year's budget. In the event of unavailability of such funds, the Township of South Brunswick reserves the right to cancel this contract.

20. All applicable State and Federal regulations are to be met by the successful bidder, including prevailing and minimum wage regulations. It is expected that all hourly rates used to calculate the bid will be prevailing wage rates.

21. **A Performance Bond is not required.**

22. **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 ensure that equal employment opportunity is afforded to such applicants in recruitment and employment, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affection- al or sexual orientation, gender identity or expression, disability, nationality or sex. Such equal employment opportunity shall include, but not be limited to the following: employment, up- grading, 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 will send to each labor union, with which it has a collective bargaining agreement, a notice, to be provided by the agency contracting officer, advising the labor union of the contractor's commitments under this chapter 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 meet targeted county employment goals established in accordance with 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, and labor unions, that it does not discriminate on the basis of age, race, 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 targeted 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, 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; or

Employee Information Report Form AA-302 (electronically provided by the Division and distributed to the public agency through the Division's website at: http://www.state.nj.us/treasury/contract_compliance).

The contractor and its subcontractors shall furnish such reports or other documents to the Division of Purchase & Property, CCAU, EEO Monitoring Program 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 Division of Purchase & Property, CCAU, EEO Monitoring Program for conducting a compliance investigation pursuant to N.J.A.C. 17:27-1.1 et seq.

23. Insurance Requirements.

A. General Instructions. (1) The successful bidder shall not commence work under the Contract until he has obtained all insurance required under this section or as otherwise noted in the Specifications of Sale below, and such insurance has been approved by the Township, nor shall he allow any subcontractor to commence work on his subcontract until all similar insurance required of the subcontractor is obtained and approved by the Township. Any special insurance required by the Contract itself shall also be obtained by the successful bidder and his subcontractors and approved by the Township before any work is commenced.

(2) Certificates evidencing each insurance coverage shall be submitted by the successful bidder and his subcontractors to the Purchasing Agent and the Township Engineer within twenty-one (21) days after execution of the Contract. All such certificates shall be issued by an insurer acceptable to the Township of South Brunswick, authorized to transact business in the State of New Jersey, and have an A.M. Best & Co. rating of not less than A:VII, naming thereon the Township of South Brunswick as an additional insured. The certificates shall specifically state that the insurance company or companies issuing such insurance policies shall give the Township at least thirty (30) days written notice in the event of cancellation of, or material change in, any of the policies. If coverage on any certificates is shown to expire prior to completion of all terms of the Contract, a new certificate shall be furnished to the Township evidencing renewal of the coverage. All certificates of insurance shall clearly show the contract number.

(3) A performance bond shall be submitted for any self-insured coverage guaranteeing payment of losses and related investigations, claims administration and defense expenses.

B. Workers' Statutory Compensation Insurance and Employer's Liability Insurance. The successful bidder and his subcontractors shall take out and maintain for the life of the Contract the applicable statutory Workers' Compensation Insurance covering all employees. The successful bidder and his subcontractors shall also take out and maintain for the life of the Contract Employer's Liability Insurance with a minimum limit of \$500,000 for each accident and

shall further include a waiver of subrogation and other employee liability insurance that may be required by the United States of America and the State of New Jersey.

C. Public Liability Insurance. The successful bidder shall take out and maintain for the life of the Contract such Public Liability Insurance as shall protect him against claims for damages resulting from bodily injury, including wrongful death, and property damage which may arise from operations under the Contract whether such operations be by himself or by any subcontractor or anyone directly or indirectly employed by either of them. The minimum acceptable limits of liability to be provided by such Public Liability Insurance are:

General Liability: \$1,000,000 per occurrence combined
 single limit for bodily injury and
 property damage.

Property Damage: \$1,000,000 per occurrence.

The Public Liability Insurance required herein shall include the following extended coverages:

- (1) The coverage shall be provided under a Commercial General Liability form of policy or similar thereto.
- (2) The property damage coverage shall include a Broad Form Property Damage Endorsement.
- (3) Contractual Liability coverage shall be included.
- (4) Protection Liability coverage shall be included to protect the successful bidder against claims arising out of operations performed by his subcontractors.
- (5) Products Liability and/or Completed Operations coverage shall be included.

Each subcontractor shall take out and maintain the same coverages, with the same extensions, as are required of the successful bidder.

D. Automobile Liability Insurance. The successful bidder and his subcontractors shall take out and maintain for the life of the Contract such Automobile Liability Insurance as shall protect him against claims for damages resulting from bodily injury, including wrongful death, and property damage which may arise from the operation of any owned, hired, or non-owned automobiles used by or for him in any capacity in connection with the carrying out of the Contract. The minimum acceptable limits of liability to be provided by such Automobile Liability Insurance shall be as follows:

Bodily Injury: \$500,000 per occurrence.

Property Damage: \$500,000 per occurrence.

E. Responsibility of the Contractor. The successful bidder and his subcontractors shall assume all responsibility for and save the Township harmless from any loss or damage to all materials, equipment and machinery involved under the Contract.

F. Builder's Risk Insurance. Where appropriate, the Township may purchase Builder's Risk Insurance and maintain same for the life of the Contract. Such Builder's Risk Insurance shall cover the structures of the partially completed project under construction and be in an amount equal to the Bid Price of the Contract. The insurance shall, at a minimum, insure against the perils of fire, vandalism, malicious mischief and collapse.

24. 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 at a Township facility. This complies with P.L. 1983, Chapter 315, Worker and Community Right to Know Act", subsection b. section 14. Further, all applicable Material Safety Data Sheets (MSDA), a/k/a hazardous substance fact sheet, must be furnished to the Township of South Brunswick.

25. When two or more bids are equal in all respects, and offer equal prices and are the highest responsible bids or proposals the township may award the contract to the bidder whose response, in the discretion of the township, is the most advantageous, price and other factors considered.

26. Where applicable, if there is a discrepancy between the prices written in words and written in figures, the prices written in words shall govern. Where applicable, if there is a discrepancy whereby the unit price written in words or figures is less than the unit price shown in parentheses, i.e. (Note: not less than \$1.00 per unit), the unit price shown in parentheses shall govern. Where applicable, if there is a discrepancy in the Extended Total of any item, the correct total shall be determined by multiplying the estimated quantity by the unit price written in words and the resulting total shall govern. The correct Extended Total for each item shall then be added to obtain the "Bid Total" or "Total Base Bid" whichever is applicable.

AMERICANS WITH DISABILITIES
Equal Opportunity for Individuals with Disability.

The CONTRACTOR and the OWNER do hereby agree that the provisions of Title II of the Americans With Disabilities Act of 1990 (the "ACT") (42 U.S.C. S12101 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 thereunto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the OWNER 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 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 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 of 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 proceedings 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 Township 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 contract 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.

28. New Jersey Business Registration Requirements

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, the 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.

All bidders must have a valid registration at time of award of contract.

Signature _____ Date _____

Printed Name & Title _____

SPECIFICATIONS OF SALE OF PUBLIC ASSETS/PROPERTY

Note below, all references to “Township” refer to the Township of South Brunswick, as the seller of the real and intangible assets being sold via this public auction, and to the Township of South Brunswick in any and all other respects. All references to “Buyer” refer to the entity who is selected by the Township to have the winning bid and executes a purchase agreement and related documents for purchase of these assets. References to “Lessee” refer to the entities that are the Lessees of the Telecommunications Lease Agreements, which are Township intangible assets offered for sale in this auction. The minimum bid price is \$5,850,000.00.

The assets to be sold/assigned, all on Township property owned in fee, are as follows:

a) Located at Block 85, Lot 8.04 (3960 US Route 1)

- i. Assignment of three existing Telecommunications Lease Agreements conveying access and use rights for radio tower and ground space for radio/cell antennae for associated telecommunications equipment and appurtenances owned or otherwise furnished by the Lessees.
- ii. Sale of a 185 foot tall radio antenna monopole tower assembly, including the tower foundation, upon which the three aforementioned lease agreements convey rights and interests in colocation space for Lessees’ radio/cell antennae.
- iii. Assignment of one additional Telecommunications Lease Agreement conveying access and use rights for radio/cell antennae installed on the Township’s Water Storage Tank, along with delineated ground space for connected telecommunications equipment and appurtenances.
- iv. The Township will assign all rights, title and interests in the monopole tower, including the right to modify, renew or terminate existing Lease terms per the terms of the assigned Lease Agreements, or to execute new or additional leases, subject to overall capacity of the monopole tower and adjacent ground space.
- v. The Township will provide to the Buyer and their lessees perpetual communications and access easements for the entire monopole, Lessee’s antennae at their existing locations on the Water Storage Tank, and the ground space currently occupied by the Lessees’ equipment and appurtenances connected to the monopole and Water Storage Tank; and will, upon request, allow up to an additional 250 sq. ft. for additional ground space to be used by current or future Lessees utilizing the monopole.
- vi. The Buyer will have no right to add additional tenants or antennae on the Township’s Water Storage Tank, which remains Township property, nor is any access or rights conveyed for an existing lattice structure radio tower on this site which is continuing to be used and maintained by the Township and other parties.

b) Located at Block 37 Lot 18.04 (136 Friendship Road)

- i. The assignment of one existing Telecommunications Lease Agreement and an exclusive communications easement for radio tower and ground space for radio/cell antennae for associated telecommunications equipment and appurtenances owned or otherwise furnished by the Lessee. The existing agreement does not limit assignability by the Township as current Lessor.
- ii. Sale of a 128 foot tall radio antenna monopole tower assembly, including the tower foundation, upon which there is currently one set of radio/cell antennae for one existing lease holder, along with an exclusive easement for delineated ground spaces for connected telecommunications equipment and appurtenances. The chain link fence surrounding this ground space (approximately 60 ft. by 60 ft) is included as part of this sale.
- iii. The Township will convey all rights, title and interests in the monopole tower, including the right to modify, renew or terminate existing Lease terms per the terms of the assigned Lease Agreements, and to execute new or additional leases, subject to overall engineered capacity of the monopole tower and adjacent ground space. The existing agreements do not limit assignability by the Township as current Lessor.
- iv. The Township will convey to the Buyer and their assigns a perpetual access easement to the existing fenced-in portion of this lot upon which the monopole tower is located, as is the ground space being utilized by the current Lessee. This easement area will be available to the Buyer for additional ground space to be used by current or any future Lessees .

c) Block 96 Lot 144.8 (5 Fernwood Drive)

- i. Assignment of one Telecommunications Lease Agreement conveying access and use rights for radio/cell antennae installed on the Township's Water Storage Tank, along with delineated ground space for connected telecommunications equipment and appurtenances. The existing agreement does not limit assignability by the Township as current Lessor.
- ii. The Township will convey to the Buyer and their assigns a perpetual communications and access easement to the antennae at their existing locations on the Water Storage Tank, and the ground space currently occupied by the Lessee's connected equipment and appurtenances.
- iii. The Buyer will have no right to add additional tenants or antennae on the Township's Water Storage Tank, which remains Township property.

The following table provides information for each of the leases noted above. Use the hyperlinks to view the existing lease agreement documents .

Lessee	South Brunswick Block/Lot	Address	Lease Agreement Reference ID	Term and Rent Escalation	Current Term Expires	Current Monthly Rent
			Click on the IDs below to access agreement documents.			
T-Mobile Northeast, LLC (f/k/a Omnipoint Communications, Inc, AT&T/New Cingular Wireless PCS, New Brunswick Cellular/Comcast	B85, L8.04 Monopole	3960 Route 1	NJ-08-012E	Commenced 1/31/2020 for 5 years, automatically renews for additional three 5-year terms Increases the greater of 10% or CPI change each term (not yearly)	10/31/2028	\$ 4,374.50
County of Middlesex	B85, L8.04 Monopole	3960 Route 1	Township	Commenced 7/22/2022 for 5 years, automatically renews for five additional 5-year terms Increases 5% each term (not yearly)	7/21/2027	\$ 2,552.56
New Cingular Wireless PCS d/b/a AT&T f/k/a New Brunswick Cellular/Cellular One/New Cingular Wireless PCS, LLC	B85, L 8.04 Monopole	3960 Route 1	FA10010531	Commenced 1/31/2020 for 5 years, automatically renews for additional three 5-year terms Increases 2% each year	1/30/2030	\$ 3,801.52
Bell Atlantic Mobile/Crown Castle International Corp/Crown Atlantic Company, LLC d/b/a Verizon Wireless	B85, L8.04 Water Tank	3960 Route 1	125959A01L250701	Commenced 1/1/2015 for 5-year term, automatically renews for additional three 5-year terms Increases the greater of 15% or CPI change each term (not yearly)	12/31/2029	\$ 4,179.34

New York SMSA Limited Partnership d/b/a Verizon Wireless	B37, L18.04 Monopole	136 Friendship Rd	103753A01L250701	Commenced 5/1/2010 for 5 years, automatically renews for additional three 5-year terms Increases the greater of 5% or CPI change each term (not yearly)	4/30/2030	\$ 3,694.32
New York SMSA Limited Partnership d/b/a Verizon Wireless	B96,L144.8 Water Tank	5 Fernwood Dr	104950A01L250701	Commenced 8/9/2010 for 5 years, automatically renews for additional three 5-year terms Increases the greater of 15% or CPI change each term (not yearly)	8/8/2030	\$ 4,336.54
TOTAL MONTHLY						\$ 22,938.78
TOTAL ANNUAL						\$ 275,265.32

Structural reports are available for the two monopolies (click on link to view/download the report):

- [US 1 Monopole](#)
- [Friendship Road Monopole](#)

Terms and conditions of this sale are assumed to be accepted by bidder unless explicitly identified and rationale provided in the bid response for any exceptions requested. Any exceptions noted will not be immediate cause to disqualify the bid, but such exceptions will be considered in the Township's qualitative analysis of all bids received and weighed at the Township's sole discretion.

- T1) From the date Township provides notice of bid acceptance to the Buyer, for a period of 30 days hence (the Due Diligence Period), Buyer will have the right to conduct, at Buyer's expense, whatever reasonable investigations, analyses and studies of the Property and assets that Buyer may deem appropriate with regard to the physical condition of the assets offered for sale, compliance with permitted uses under current Zoning Ordinances, evidence of any hazardous materials or waste present at the Assets and the revenues and expenses associated with the Assets offered for sale. Buyer will utilize commercially reasonable efforts to not disrupt business being conducted on the inspected properties, including but not limited to current operations of the Township and its Lessees. Such inspection may not use the services of a Licensed Site Remediation Professional without the Township's express written consent. Submittal of the bid is deemed acceptance that the Buyer indemnifies, defends and holds the Township harmless from and against any and all liabilities, claims or losses arising from the Buyer's investigations.
- T2) If buyer determines that the Assets offered for sale are not suitable for Buyer's intended use, then Buyer shall notify the Township of that determination prior to the expiration of the Investigate Period defined above. Upon such notification, the bid shall be deemed withdrawn and the parties shall have no further obligations or rights in this matter
- T3) The Township shall deliver, at closing, a Bill of Sale for the radio monopoles; an Assignment of Lease Agreements covering the Leases offered for sale; and Easement Agreements as described; and such other documents or instruments reasonably necessary or required to complete the sale and transfer. The Township will also provide certification such as the resolutions and/or ordinances duly approved by the Township governing body authorizing this sale transaction.
- T4) With respect to all the Lease Agreements being assigned to the Buyer, the Township will warrant, at closing, that each of those Lease Agreements is valid, enforceable, not in default, and neither party has provided any form of notice of termination. Further the Township will warrant the monthly amounts due were accurately specified in this bid specification, and that payments to the Township are current (within 30 days of closing). Lease payments and all other chargeable expenses will be prorated and apportioned as of the closing date.

- T5) Upon closing, the Township will immediately notify all the Lessees of the Assignment of Lease Agreement, providing new legal notification and payment remittance names/addresses as provided by the Buyer. Such notice will request the Lessees to start making payments per that notice effective with their next monthly payment cycle.
- T6) Upon closing, the Buyer will provide the Township with the name and contact information for 24x7 notification of any issues regarding the assigned assets. Buyer will use commercially reasonable effort to address any concerns noted in a timely manner.
- T7) Rental payments are expected to continue to be received by the Township for up to two monthly rental payment cycles (approximately 60 days beyond closing). The Township and the Buyer agree to make any necessary reimbursements and adjustments to each other should any over or under payments to the Township occur within 120 days of closing.
- T8) Township of South Brunswick real estate taxes assessed for telecommunications use will be due from the Buyer for the portions of the tax lots as follows:

Block/Lot/Qualifier	2025 Annual Tax
85 / 8.04 / T01	\$ 7942.50
37 / 18.04 / T01	\$ 7942.50
96 / 144.8 / T01	\$ 8059.70

The Township's 2025 Tax year runs from July 1, 2025 through June 30, 2026 and is due quarterly. Such taxes will be prorated as of the closing date of sale. Note that there is no provision for passing such taxes to the existing Lessees per any of the existing lease agreements identified herein.

- T9) The monopole towers are sold "as is". The Township has no knowledge of any physical, structural or mechanical defects or limits regarding each tower at present, and has been relying upon the engineering reports and other inspections performed at the inception or changes to the existing leases at the request and behest of the Lessees. The Township makes no representations or warranties regarding their actual condition and the Buyer may conduct such inspections as are customary and reasonably necessary during the Due Diligence Period. The Buyer (or the Lessees as per terms of the lease agreements) is responsible for inspecting, maintaining and repairing/replacing all equipment, facilities, structures, etc. used for telecommunication purposes at all sites after the closing.
- T10) While the Buyer and their assigns and Lessees shall have a general access easement to real property remaining owned by the Township, the Township has no obligation or responsibility to protect, secure or guard against losses from

theft, vandalism or any other perils, other than maintaining the overall perimeter fences at Block 85, Lot 8.04 and Block 96 Lot 144.8.

- T11) All terms and conditions in the assigned Telecommunications Lease Agreements regarding Use, Tests and Construction, Improvements/Liability/Utilities/ Access, Inspections, Interference, Equipment, Indemnification, Restoration/Removal of Antenna System, Use of Premises, Repairs, notwithstanding anything to the contrary herein, are obligations of the Buyer to the Township. As an example, the requirement for a Lessee to notify the Lessor for planned maintenance activities at one of the sites means that the Lessee notifies the Buyer (as the assigned Lessor), and it is the Buyer's obligation to notify the Township. (The Township will not recognize or accept notices from Lessees that have not been transmitted to the Township by the Buyer.)
- T12) Buyer must maintain commercial liability insurance coverage of at least \$5,000,000 for bodily injury/property damage and defend, indemnify and hold harmless the Township from or against all claims or losses arising from or related to the use/operation of the Buyer and the Lessees for leases assigned to the Buyer.
- T13) Notwithstanding anything to the contrary as stated in the assigned lease agreements terms regarding restoration of Township properties at the termination or expiration of any of the leases assign to (or added by) the Buyer, the Buyer agrees that it shall, at its sole cost and expense, restore all of Township's real or personal property which was, in any way disturbed by the prior construction and installation authorized by the assigned leases, or any new leases, on the monopole towers, or on the ground space located on the Township's real property, to the condition it was in prior to entry by the respective Lessee(s), reasonable wear and tear excepted. If the restoration has not been completed within ninety (90) days of completion of the construction, maintenance, or lease termination/expiration, the Township may give notice to the Buyer and thirty (30) days thereafter may perform the restoration with the Township's own or a contracted work force at Buyer's sole cost and expense.
- T14) No equipment may be added to the Township's Water Storage Tanks, or changes to the footprints of existing Lessee's use of ground space without Township approval, and upon such terms and conditions as the parties may mutually agree upon. Township approval of changes that do not negatively impact existing Township or other parties' interests and rights upon those grounds will not be unreasonably withheld. Any changes made to equipment added or already installed on the Township's Water Storage Tanks, or the monopoles, except for emergency repairs, shall require advance written notice to the Township and must be permitted, approved and licensed by any/all Federal, State and Local authorities and government agencies.

- T15) Buyer assumes all obligations, responsibilities and liabilities created by the Telecommunications Lease Agreements assigned from the date of closing onward and shall defend, indemnify and hold the Township harmless from and against any and all claims for bodily injury and/or property damage arising out of, resulting from, or in any way related to the Buyer's activities on or use of the Township's property or the conveyed assets.
- T16) All liabilities to be adjusted between the Township and Buyer at date of closing.
- T17) The bid price is to be paid to the Township at closing, in a full single lump sum payment.
- T18) The buyer may assign this entire set of leases, any new leases involving the monopole towers and ownership of the monopoles at its sole discretion, provided that there is always only one single legal entity responsible and liable to the Township for adherence to all the terms surviving closing of this sale.
- T19) The Township has not employed nor dealt with any broker, finder or similar agent in connection with this transaction. Buyer shall be responsible for the payment of any fees, commissions or expenses claimed by any Broker in connection with transaction.
- T20) The Township may require the Buyer to furnish a deposit in the amount of 5% of the purchase price within ten (10) days of receipt of notification of the bid being awarded. The deposit will be fully refundable if the Buyer notifies the Township within the period established for completion of its due diligence investigation. The deposit will be credited to the Buyer at the closing. The deposit monies will be held in a noninterest bearing attorney trust account.
- T21) The Township represents that it has marketable title to the assets and that all of the assets that are being sold, transferred and/or assigned are free and clear of any mortgages, liens or encumbrances. The Buyer shall be permitted to conduct a title search to confirm the Township's representations.
- T22) Closing date: the closing shall be scheduled to occur within thirty (30) days of the expiration of the due diligence investigation period. The Township reserves the right to unilaterally delay the closing for up to thirty (30) additional days. The closing will occur at the South Brunswick Township Municipal Building or at some other location as the parties may mutually agree. The closing may also occur remotely with the parties' mutual consent.
- T23) The Township will assume and be responsible for all liabilities, claims, obligations and duties related to the assets up to the date of closing. The Buyer will be responsible for all liabilities, claims, obligations and duties related to the assets after the date of closing. The Township and the Buyer will mutually agree to defend, indemnify and hold the other harmless from and against any claims made against the other based upon the time periods described.

- T24) The Township is a municipal corporation duly formed, validly existing and in good standing under the laws of the State of New Jersey, with all requisite municipal corporation power and authority to own its properties and assets. The Township has full authority to execute and deliver such documents and instruments as may be reasonably necessary to carry out and fulfill the sale, transfer and/or assignment of the assets.
- T25) The Buyer shall not be permitted to assign or transfer the contract without the prior written consent of the Township and such assignment or transfer shall only be to its parent, subsidiary or affiliate, in which the Buyer holds a majority interest. Any assignment or transfer of the contract, even with the Township's consent, shall not relieve the Buyer of any of its obligations or responsibilities and the Buyer shall remain primarily liable, along with the assignee or transferee for the performance of all obligations and responsibilities imposed upon the Buyer by the contract.
- T26) Any and all information obtained by the Buyer or the Buyer's representatives in connection with its due diligence investigation and review and/or inspections and examinations shall be treated as confidential information and shall remain confidential in the event of termination of the contract. Buyer shall not disclose any such confidential information without first obtaining the Township's prior written consent, except that the Buyer may disclose such confidential information to its affiliates, consultants, representatives, or others who require such information in order to assist or facilitate the Buyer's due diligence investigation and review.
- T27) The Buyer shall be responsible for inspecting, maintaining, and repairing, as may be necessary, the assets after the closing of title and the Township shall not retain nor accept any responsibility or obligation to inspect, maintain, and/or repair the assets after the closing of title. The Township also shall have no duty or obligation to protect or safeguard the assets on its property and the Buyer shall be responsible for securing and protecting the assets against acts of vandalism, etc.
- T28) The Township will prepare and present to the Buyer during the due diligence period a contract setting forth and including the terms, conditions and provisions described in the bid and these specifications.
- T29) The Buyer assumes the obligation to possess any and all requisite licenses, permits and approvals necessary to conduct business as a telecommunications and/or radio service provider or as a person or entity engaged in the business of facilitating the transmission and reception of telecommunications or radio messages and data, and to keep and maintain such licenses, permits and approvals in good standing after closing.

The Buyer should include in the bid response their own form of their own pro forma Purchase Agreement in order to convey additional terms and conditions not identified in this document. Any term in the pro forma submittal that conflicts with any term or condition identified herein must be explicitly identified and rational for exception noted in the bid response for the Township's consideration.

**SOUTH BRUNSWICK TOWNSHIP
AFFIRMATIVE ACTION QUESTIONNAIRE**

**SUPPLEMENT TO BID SPECIFICATIONS FOR
PROCUREMENT AND SERVICE CONTRACTS**

No firm may be issued a contract unless they comply with the Affirmative Action Regulations of P.L. 1975, C. 127 (N.J.A.C.17:27).

All firms: An employee information report must be completed and returned prior to or at the time of an award. An Affirmative Action Plan approved by the Federal Government or the State of New Jersey Treasurer is an acceptable alternate.

FILL IN THE APPLICABLE BOX BELOW. YOUR BID WILL BE ACCEPTED EVEN IF YOU ARE NOT IN COMPLIANCE AT THIS TIME. IF, HOWEVER, YOU ARE THE LOWEST RESPONSIBLE BIDDER AND HAVE NOT YET COMPLIED WITH THE AFFIRMATIVE ACTION REGULATIONS, YOU WILL BE SENT THE AFFIRMATIVE ACTION DOCUMENT FOR COMPLETION PRIOR TO AWARD. YOU MUST RETURN THE COMPLETED DOCUMENT TO US WITHIN SEVEN DAYS AFTER YOU RECEIVED SAME.

ALL FIRMS:

☐

A FEDERAL LETTER OF APPROVAL HAS BEEN RECEIVED.(PROOF MUST BE SUBMITTED WITH BID.)

OR

☐

A CURRENT STATE OF NEW JERSEY "CERTIFICATE OF EMPLOYEE INFORMATION REPORT OF APPROVAL" HAS BEEN RECEIVED.
(COPY OF SAME MUST BE SUBMITTED WITH BID.)

OR

☐

AN AFFIRMATIVE ACTION EMPLOYEE INFORMATION REPORT (FORM AA-302 MUST BE SUBMITTED, AS INDICATED ON SAID FORM.
(SOUTH BRUNSWICK TOWNSHIP WILL FORWARD YOU THIS FORM, IF YOU ARE A SUCCESSFUL BIDDER.)

I CERTIFY THAT THE ABOVE INFORMATION IS CORRECT TO THE BEST OF MY KNOWLEDGE.

Firm Name _____

Signature _____

Title _____

Date _____

NON-CONFLICT OF INTEREST

_____, I hereby certify that _____
 Individual or Firm Individual or Firm
 does not represent another client whose interests are in actual conflict with the Township.
 I _____

The existence of a conflict of interest contrary to the certification above shall be a breach of the contract. It shall also entitle the Township to expose _____ to any penal statutes pertaining to false material certifications.

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, partnerships, and limited liability corporations apply to all forms of business entities, including limited partnerships, limited liability partnerships, and Subchapter C and S corporations (Attorney General Opinion 02-0018, January 23, 2002 and 15-0021, May 8, 2015).

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 box 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: _____

Name: _____
Address: _____

Name: _____
Address: _____

Name: _____
Address: _____

Name: _____
Address: _____

Address: _____

Name: _____
Address: _____

Name: _____
Address: _____

Name: _____
Address: _____

Name: _____
Address: _____

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.

AND



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

Subscribed and sworn to before me this ____ day of
_____, 2 ____.

(Notary Public)

My Commission expires:

(Affiant)

(Print name of affiant and title if applicable)

(Corporate Seal if a Corporation)

NON COLLUSION AFFIDAVIT

STATE OF NEW JERSEY)
) SS:
COUNTY OF)

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

I am _____ of the firm of _____.
_____ the bidder making the Proposal for the above named project, and
that I executed the said Proposal with full authority so to do; 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 Township of South
Brunswick relies upon the truth of 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 contract upon an agreement or understanding for a commission,
percentage, brokerage or contingent fee, except bona fide employees or bonafide
established commercial or selling agencies maintained by

(Name of Contractor)

Subscribed and sworn to
before me this ____ day
of ____ 20 ____.

(also type or print name of affiant
under signature)

Notary Public of
My Commission Expires _____, 20 ____.

TOWNSHIP OF SOUTH BRUNSWICK

BID PROPOSAL FORM

The undersigned bidder declares he has read the Notice to Bidders, Instructions to Bidders and Specifications attached, that he has determined the conditions affecting the bid and agrees, if this proposal is accepted, to furnish and deliver the following; unless otherwise noted (F.O.B.):

CATEGORY 1 – PURCHASE OF PUBLIC PROPERTY

TOTAL – CATEGORY #1

\$ _____