

NOTICE TO BIDDERS

BOROUGH OF SOMERDALE

PLEASE TAKE NOTICE that sealed bids will be received by the Borough of Somerdale, Camden County, New Jersey on or before Wednesday, October 16th, 2024 at 10:00 am at the Somerdale Borough Municipal Building, 105 Kennedy Boulevard, Somerdale, New Jersey 08083 for

**LEASE FOR CELLULAR TOWER TENANT ON
REAL PROPERTY LOCATED AT 300 KENNEDY BOULEYARD,
OWNED BY THE BOROUGH OF SOMERDALE AND KNOWN AS LOT 1, BLOCK 58.**

A bid package consisting of this Notice to Bidders, Instructions to Bidders, Specifications, Bid Form, Proposed Lease and required Affidavits may be obtained at the office of the Borough of Somerdale at the above address between the hours of 8:00 am and 5:15 pm Monday through Thursday, excluding holidays. The bid package, as aforesaid, will also be available on the municipal website of the Borough of Somerdale at www.somerdale-nj.com.

Proposals must be submitted on the forms provided by the Borough of Somerdale in the manner designated therein and required by the specifications. Proposals must be enclosed in a sealed envelope with the name and address of the bidder and clearly marked "Bid for Cell Tower Lease" or they will not be considered. Proposals must be accompanied by a bid bond or certified check and shall be mailed or delivered to:

Ms. Michele Miller, R.M.C., Clerk
Borough of Somerdale
105 Kennedy Boulevard
Somerdale, New Jersey 08083

The Borough of Somerdale assumes no responsibility for bids returned by mail.

Bidders are required to comply with all applicable statutory requirements including the requirement of P.L. 1975 C. 127 (Affirmative Action).

The Borough of Somerdale reserves the right to reject any and all bids or to waive any minor informalities or irregularities in the Proposal received and to accept the bid which is in the best interest of the Borough of Somerdale.

Dated: September 26, 2024

Michele D. Miller, RMC, CMR
Municipal Clerk and Registrar of Vital Statistics
Borough of Somerdale

**BOROUGH OF SOMERDALE
BID PACKAGE**

**LEASE FOR CELLULAR TOWER TENANT ON
REAL PROPERTY LOCATED AT 300 KENNEDY BOULEVARD,
OWNED BY THE BOROUGH OF SOMERDALE AND KNOWN AS LOT 1, BLOCK 58.**

With respect to a bid to be received for a lease of space to host a cellular tower located at 300 Kennedy Boulevard, known as Lot 1, Block 58, all of the following documents jointly constitute the Bid Documents for the proposed lease of space.

- I. Notice to Bidders
2. Cover Sheet Including Bid Checklist
3. Instruction to Bidders
4. Form of Cell Tower Lease Agreement
5. Bid Form
6. Non-Collusion Affidavit
7. Mandatory Equal Opportunity Language
8. Affirmative Action Affidavit
9. Stockholders Disclosure Statement

Bid Checklist

The following documents must be submitted to the Borough in order for a bid to be accepted:

- A. Bid Form
- B. Non-Collusion Affidavit
- C. Mandatory Equal Opportunity Language
- D. Affirmative Action Affidavit
- E. Stockholders Disclosure Statement
- F. New Jersey Certificate of Employee Information Report
- G. A certified check or cashier's check in an amount equal to \$10,000.

BOROUGH OF SOMERDALE

Bid Specifications

LEASE FOR CELLULAR TOWER TENANT ON REAL PROPERTY LOCATED AT 300 KENNEDY BOULEVARD, OWNED BY THE BOROUGH OF SOMERDALE AND KNOWN AS LOT 1, BLOCK 58.

I. Submission of Bids

The Borough of Somerdale (hereinafter, the "Borough"), Camden County, New Jersey 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 will be received by the designated representative at the time and place stated in the Notice to Bidders, and at such time and place will be publicly opened and read aloud.
- B. The bid proposal form shall be submitted: (1) in a sealed envelope; (2) addressed to Ms. Michele Miller, RMC. Clerk, Borough of Somerdale, 105 Kennedy Boulevard, Somerdale, New Jersey 08083; (3) bearing the name and address of the bidder written on the face of the envelope; and (4) clearly marked "Bid for Cell Tower Lease".
- C. It is the bidder's responsibility to see that bids are presented to the Borough on the hour stated at the place designated. Bids may be hand delivered or mailed; however, the Borough of Somerdale disclaims any responsibility for bids forwarded by regular or overnight mail. Bids received after the designated time will be returned unopened.
- D. 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.
- E. All prices and amounts must be written in ink or preferably typewritten. Bids containing any conditions, omissions, unexplained erasures or alternations, items not called for in the bid proposal form, attachment of additive information not required by the specifications, or irregularities of any kind, may be rejected by the Borough. Any changes, white-outs, strikeouts, etc. on the proposal page must be initialed in ink by the person responsible for signing the bid.
- F. Each bid proposal form must give the full business address of the bidder and be signed by an authorized representative. Bids by partnerships must be signed in the partnership name by one of the members of the partnership or by an authorized representative, followed by the signature and designation of the person signing. Bid 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.

2. Bid Documents and Submissions

Each bid shall be made on the prescribed official bid forms and must be accompanied by the item specified in the Bid Checklist. Failure to provide these items will be a cause for rejecting a bid.

Accompanying each bid shall be a certified check or cashier's check in an amount equal to \$10,000.

3. Minimum Bid

All bids should include a proposed monthly rent with an annual escalator and revenue share. The proposed monthly rent for the first year should be no less than \$3,000 and will be increased by 3% annually. The proposed revenue share should be no less than 30%.

4. Land Use

The parcel of land currently hosts an existing cell tower owned by American Tower. Successful bidders should be prepared to negotiate with American Tower to purchase the existing structure or have American Tower remove it. If the existing tower is removed, successful bidders **must** construct and maintain a new cell tower at their own cost.

5. Terms of Lease

The highest bidder, as tabulated by the Borough of Somerdale, will be awarded a lease of real property for a period of five (5) years with the option to extend the lease for four (4) additional five (5) year periods.

6. Failure to Enter into a Lease

Should the successful bidder fail to execute and deliver the Lease and as required herein within forty-five (45) days (subject to reasonable extensions of time with the consent of the Borough) after the award of the bid, the Borough may declare that the bid guarantee deposited with the bid is forfeited.

7. 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.

8. Form of Lease

The proposed form of lease is attached at the end of this form.

9. Award of Bids

Award of the lease, if made, will be made within sixty (60) days of the bid date by the governing body.

Bid Forms

Bid Proposal Form

THE UNDERSIGNED bidder, with a principal place of business at

_____ submits a binding bid for the sum of
\$_____/year for the first year with a 3% annual escalator, and a _____% revenue
share for lease for cellular tower tenant on real property located at 300 Kennedy Boulevard,
owned by the Borough of Somerdale and known as lot 1, block 58.

Bidder: _____

Type of Entity: _____

Organized Under the Laws of the State of _____

Contact Person: _____ Phone Number: _____

Name and Title of Signer: _____

Signature: _____

NON-COLLUSION AFFADAVIT

State of New Jersey
County of _____

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

I am the _____ of the firm of _____ the bidder
making this Proposal for the bid entitled Lease for Cellular Tower Tenant and that I executed
the said proposal with full authority to do so. I certify 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 the full knowledge that the Borough of Somerdale 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 contract upon an agreement or understanding for a commission, percentage,
brokerage, or contingent fee, except bona fide employees or bona fide established commercial or
selling agencies maintained by _____

Subscribed and sworn to me before this day _____, 2024.

Notary

Signature

Print Name & Title

STOCKHOLDER DISCLOSURE CERTIFICATION
This Statement Shall Be Included with Bid Submission

Name of Business _____

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

OR

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

Check the box that represents the type of business organization:

Partnership
Corporation
Sole Proprietorship
Limited Partnership

Limited Liability Corporation
Limited Liability Partnership
Subchapter S Corporation

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

Stockholders:

Name: _____

Name: _____

Home Address: _____

Home Address: _____

Name: _____

Name:

Home Address: _____

Home Address: _____

Name: _____

Name: _____

Home Address: _____

Home Address: _____

Notary

Signature

Print Name & Title

BOROUGH OF SOMERDALE

COMMUNICATIONS SITE LEASE AGREEMENT

This Agreement made this _____ day of 2024 between the Borough of Somerdale, a body politic and corporate of the State of New Jersey ("Lessor") and ("Lessee"). The Lessor and Lessee are at times collectively referred to hereinafter as the "Parties" or individually as the "Party".

1. PREMISES. Lessor is the owner a parcel of land commonly known as 300 Kennedy Blvd. The land is more particularly described in Exhibit A annexed hereto. Lessor hereby leases to Lessee approximately twenty-five hundred (2500) square feet of the Land and all access and utility easements, if any, (the "Premises") as described in Exhibit B hereto.
2. USE. The Premises may be used by Lessee for any activity in connection with the provision of communications services. Lessor agrees to cooperate with Lessee, at Lessee's expense, in making application for and obtaining all licenses, permits and any and all other necessary approvals that may be required for Lessee's intended use of the Premises, including working with American Tower to remove or purchase existing cell tower.
3. TESTS AND CONSTRUCTION. Lessee shall have the right at any time following the full execution of this Agreement to enter upon the Land for the purposes of making appropriate engineering and boundary surveys, inspections, soil test borings, other reasonably necessary tests and constructing the Lessee Facilities.
4. TERM AND RENT.
 - a. Lessee shall pay Borough, without deduction, demand, offset, or counterclaim, on Commencement Date and on or before the first day of the calendar month thereafter during the Term, a Monthly Rent for Lessee's use of the Land.
 - b. For the first 12 months the Monthly Rent shall be \$ _____ per month plus a _____% share of the previous month's revenue.
 - c. The Monthly Rent will increase 3% annually from the then current Monthly Rent throughout the Initial Term. The increase in Monthly Rent will take effect on each anniversary of the Commencement Date/to \$ _____ the second year of the Lease; to \$ _____ the third year of the Lease; to \$ _____ the fourth year of the Lease; and to \$ _____ the fifth year of the Lease.
 - d. If the Monthly Rent or any other amount due under this Agreement is not paid in full within 30 calendar days after the due date, Lessee shall pay to the Borough a late charge in the amount of \$ _____

5. HOLDOVER

- a. If the Lessee fails to leave the Land at the end of the Lease Term or upon termination of the Lease, Lessee will, at Borough's election be deemed to be holding over. During any holdover period, Lessee shall be subject to all provisions of this Agreement, except that the Monthly Rent will be equal to 150% of the last Monthly Rent before the termination of the Lease for the first 12 months after the termination date.
- b. If Lessee fails to leave the Land for more than 12 months after termination date, the Monthly Rent will increase by an additional 50% of the last Monthly Rent every 12 months thereafter.

6. EXTENSION. This Agreement shall automatically be extended for four (4) additional five (5) year terms unless Lessee terminates it at the end of the then current term by giving Lessor written notice of the intent 10 to terminate at least six (6) months prior to the end of the then current term.

7. TAXES. Lessee shall have the responsibility to pay any personal property, real estate taxes, assessments, or charges owed on the Property which Lessor demonstrates is the result of Lessee's use of the Premises and/or the installation, maintenance, and operation of Lessee's improvements, and any sales tax imposed on the rent (except to the extent that Lessee is or may become exempt from the payment of sales tax in the jurisdiction in which the property is located), including any increase in real estate taxes at the Property which Lessor demonstrates arises from the Lessee's improvements and/or Lessee's use of the Premises. Nothing in this paragraph shall be construed as limiting either party's right to contest, appeal or challenge any tax assessment.

8. FACILITIES: UTILITIES: ACCESS.

- a. Lessee has the right to erect, maintain and operate on the Premises communications facilities, including without limitation an antenna tower or pole and foundation, utility lines, transmission lines, air-conditioned equipment shelter(s), electronic equipment, radio transmitting and receiving antennas, supporting equipment and structures thereto ("Lessee Facilities"). In connection therewith, Lessee has the right to do all work necessary to prepare, maintain and alter the Premises for Lessee's business operations and to install transmission lines connecting the antennas to the transmitters and receivers. All of Lessee's construction and installation work shall be performed at Lessee's sole cost and expense and in a good and workmanlike manner. Title to the Lessee Facilities shall be held by Lessee. All of Lessee Facilities shall remain Lessee's personal property and are not fixtures. Lessee has the right to remove all Lessee Facilities at its sole expense on or before the expiration or earlier termination of the Agreement, provided, Lessee repairs any damage to the Premises caused by such removal. Upon termination of this Agreement, Lessee shall not be required to remove any foundation more than one (1) foot below grade level.

- b. Lessee shall pay for the electricity it consumes in its operations at the rate charged by the servicing utility company. Lessee shall have the right to draw electricity and other utilities from the existing utilities on the Land or obtain separate utility service from any utility company that will provide service to the Land (including a standby power generator Lessee's exclusive use). Lessor agrees to sign any such documents or easements as may be required by said utility companies to provide such service to the Premises, including the grant to Lessee or to the servicing utility company to provide utility services are provided herein. Any easement necessary for such power or other utilities will be at a location acceptable to Lessor and the servicing company utility.
- c. Lessee, Lessee's employees, agents, subcontractors, lenders and invitees shall have access to the Premises without notice to Lessor twenty-four (24) hours a day, seven days a week, at no charge. Lessor grants to Lessee, and its agents, employees, Contractors, guests and invitees, a non-exclusive right and easement for pedestrian and vehicular ingress and egress across that portion of the Land described in Exhibit B.
- d. Lessor shall maintain all access roadways from the nearest public roadway to the Premises in a manner sufficient to allow pedestrian and vehicular access at all times under normal weather conditions. Lessor shall be responsible for maintaining and repairing such roadway, at its sole expense, except for any damage caused by Lessee's use of such roadways.

9. INTERFERENCE.

- a. Lessee shall ensure that neither Lessee nor Lessee's equipment disturbs or interferes with any existing or future operations on the site, Lessee's non-interference obligation includes, but is not limited to, construction, maintenance, repair, modification, relocation, and ongoing operations of Lessee's site equipment. Existing operations includes, but is not limited to, the use, operation, installation, Maintenance, repair, Modification, or relocation of any existing communications equipment at the site.
- b. Lessee shall comply with and ensure that the Site Equipment complies with all non-interference requirements, including any federal, state, or local requirements. Said requirements includes any legal requirements, whether required by statute or regulation, including, but not limited to, applicable FCC regulations governing use of the frequency spectrum.
- c. Subsequent to the installation of the Lessee Facilities, Lessor shall not permit itself, its lessees, or licensees to install new equipment on the Land or property contiguous thereto owned or controlled by Lessor, if such equipment is likely to cause interference with Lessee's operations. Such interference shall be deemed a material breach by Lessor. In the event interference occurs, Lessor agrees to take all reasonable steps necessary to eliminate such interference, in a reasonable time period.

10. NO WAIVER. No waiver by any Party of any of the provisions of this Agreement shall be effective unless explicitly set forth in writing and signed by a person authorized to bind that Party. Authorization to bind the Borough may only be granted by the governing body of the Borough. No failure or delay in exercising any right under this Agreement shall be construed as a waiver. There shall be no implicit waiver under this Agreement.
11. TERMINATION. This agreement may be terminated without further liability on thirty (30) days prior written notice as follows: (i) by either party upon a default of any covenant or term hereof by the other party, which default is not cured within sixty (60) days of receipt of written notice by default, provided that the grace period for any monetary default is ten (10) days from receipt of notice; or (ii) by Lessee for any reason or for no reason, provided Lessee delivers written notice of early termination to Lessor no later than thirty (30) days prior to the Commencement Date; or (iii) by Lessee if it does not obtain or maintain any license, permit or other approval necessary for the construction and operation of Lessee facilities; or (iv) by Lessee if Lessee is unable to occupy and utilize the Premises due to an action of the FCC, including without limitation, a take back of channels or change in frequencies; or (v) by Lessee if Lessee determines that the Premises are not appropriate for its operations for economic or technological reasons, including without limitation, signal interference.
12. DESTRUCTION OR CONDEMNATION. If the Premise or Lessee Facilities are damaged, destroyed, condemned, or transferred in lieu of condemnation, Lessee may elect to terminate this Agreement as of the date of the damage, destruction, condemnation or transfer in lieu of condemnation by giving notice to Lessor no more than forty-five (45) days following the date of such damage. Destruction, condemnation or transfer in lieu of condemnation. If Lessee chooses not to terminate this Agreement, Rent shall be reduced or abated in proportion to the actual reduction or abatement of use of the Premises, unless damage is at fault of Lessee.
13. INSURANCE. Lessee, at Lessee's sole cost and expense, shall procure and maintain on the Premises and on the Lessee Facilities, bodily injury and property damage insurance with a combined single limit of at least One Million and 00/100 Dollars (\$1,000,000.00) per occurrence, such insurance shall insure, on an occurrence basis, against all liability of Lessee, its employees and agents arising out of or in connection with Lessor's use of the Premises, all as provided for herein Lessor shall be named as an additional insured on Lessee's policy. Lessee shall provide to a Lessor a certificate of insurance evidencing the coverage required by this paragraph within thirty (30) days of the Commencement Date.
14. WAIVER OF SUBROGATION. Lessor and Lessee release each other and their respective principals, employees, representatives and agents, from any claims for damage to any person or to the Premises or to the Lessee Facilities thereon cause by, or that result from, risks insured against any under any insurance policy obtained by them to provide that the insurance company waives all right of recovery by way of subrogation against the other in connection with any damage covered by any policy. Neither Lessor or Lessee shall be liable to the other for any damage caused by fire or any of the risks insured against under any insurance policy required by Paragraph 13.
15. ASSIGNMENT AND SUBLETTING. Lessee may assign this Agreement or sublet or license the Premises or any portion thereof to an entity upon written notification to Lessor by Lessee, subject to the assignee assuming all of Lessee's obligations herein. Upon assignment or subletting, Lessee shall be relieved of all future performance, liabilities and obligations under this Agreement. Lessee shall have the right to sublet this Agreement without Lessor's consent. Lessor may assign this Agreement upon

written notice to Lessee. subject to the assignee assuming all of the Lessor's obligations herein, including but not limited to, those set forth in Paragraph 10 (No Waiver) above.

16. **WARRANTY OF TITLE AND QUIET ENJOYMENT.** Lessor warrants that: (i) Lessor owns the Land in fee simple and has rights of access thereto and the Land is free and clear of all liens, encumbrances and restrictions: (ii) Lessor has full right to make and perform this Agreement: and (iii) Lessor covenants and agrees with Lessee that upon Lessee paying the Rent and observing and performing all the terms, covenants and conditions on Lessee's part to be observed and performed. Lessee may peacefully and quietly enjoy the Premises. Lessor agrees to indemnify and hold harmless Lessee from any and all claims on Lessee's leasehold interest.
17. **REPAIRS.** Lessee shall not be required to make any repairs to the Premises or Land unless such repairs be necessitated by reason of the default or neglect of Lessee. Except as set forth in Paragraph 6(a) above, upon expiration or termination hereof. Lessee shall restore the Premises to the condition in which it existed upon execution hereof. reasonable wear and tear and loss by casualty or other causes beyond Lessee's control excepted.
18. **HAZARDOUS SUBSTANCES.** Lessee agrees that it will not use, generate, store or dispose of any Hazardous Material on, under, about or within the Land in violation of any law or regulation. Lessor represents, warrants and agrees (1) that neither Lessor nor, to Lessor's knowledge, any third party has used, generated, stored or disposed of, or permitted the use, generation, storage or disposal of, any Hazardous Material (defined below) on, under, about or within the Land in violation of any law or regulation. and (2) that Lessor will not, and will not permit any third party to use, generate, store or dispose of any Hazardous Material on, under, about or within the Land in violation of any law or regulation. Lessor and Lessee each agree to defend, indemnify and hold harmless the other and the other's partners, affiliates, agents, and employees against any and all losses, liabilities, claims and/or costs (including reasonable attorney's fees and costs) arising from any breach of any representation, warranty, or agreement contained in this paragraph. As used in this paragraph, "Hazardous Material" shall mean petroleum or any petroleum product, asbestos, any substances known by the state in which the Land is located to cause cancer and/or reproductive toxicity. and/or any substance, chemical or waste that is identified as hazardous, toxic or dangerous in any applicable federal, state or local law or regulation. This paragraph shall survive the termination of this Agreement.
19. **MISCELLANEOUS.**
 - a. This Agreement constitutes the entire agreement and understanding between the parties, and supersedes all offers, negotiations and other agreements concerning the subject matter contained herein. Any amendments to this Agreement must be in writing and executed by both parties.
 - b. If any provision of this Agreement is invalid or unenforceable with respect to any party, the remainder of this Agreement or the application of such provision to persons other than those as to whom it is held invalid or unenforceable, shall not be affected and each provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.
 - c. This Agreement shall be binding on and inure to the benefit of the successors and permitted assignees of the respective parties.
 - d. Any notice or demand required to be given herein shall be made by certified or registered mail, return receipt requested, or reliable overnight courier to the address of the respective parties set forth below:

Lessor:

Lessee:

Lessor or Lessee may from time to time designate any other address for this purpose by written notice to the other party. All notices hereunder shall be deemed received upon actual receipt.

- e. This Agreement shall be governed by the laws of the State of New Jersey.
- f. Lessor acknowledges that a Memorandum of Agreement in the form annexed hereto as Exhibit C will be recorded by Lessee in the official records of the County where the Land is located. In the event the Land is encumbered by a mortgage or deed of trust, Lessor agrees to obtain and furnish to Lessee a non-disturbance and attornment instrument for each such mortgage or deed of trust.
- g. Lessee may obtain title insurance on its interest in the Land. Lessor shall cooperate by executing documentation required by the title insurance company.
- h. In any case where the approval or consent of one party hereto is required, requested or otherwise to be given under this Agreement, such party shall not unreasonably delay or withhold its approval or consent.
- i. All Riders and Exhibits annexed hereto form material parts of this Agreement.
- J. This Agreement may be executed in duplicate counterparts, each of which shall be deemed an original.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

LESSOR
Borough of Somerdale, a body
politic and corporate of the
state of New Jersey

By: _____

Date: _____

Title: _____

Tax ID#: _____

LESSEE
Borough of Somerdale, a body politic and corporate of the state of New
Jersey

By: _____

Date _____ Title: _____

Tax ID# _____