



BOROUGH OF MOUNTAIN LAKES COUNTY OF MORRIS, NEW JERSEY

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BOROUGH CLERK
Cara Fox, R.M.C.

CONTRACT SPECIFICATIONS & BID DOCUMENTS

**REQUIREMENTS FOR: LEASE OF TOWER AND GROUND SPACE FOR OPERATION OF
WIRELESS COMMUNICATION ANTENNAS AND RELATED FACILITIES AT 400
BOULEVARD, MOUNTAIN LAKES, NEW JERSEY**

BID DATE AND TIME: November 25, 2025, AT 10:00 A.M.

BOROUGH OF MOUNTAIN LAKES
CONTRACT #2025-01 - LEASE OF TOWER AND GROUND SPACE FOR OPERATION OF
WIRELESS COMMUNICATION ANTENNAS AND RELATED FACILITIES AT 400
BOULEVARD, MOUNTAIN LAKES, NEW JERSEY - DOCUMENT CHECKLIST

<i>Required by Borough of Mountain Lakes</i>	<i>Item</i>	<i>Page</i>	<i>Initial each entry, and submit the required form if the box contains an ☒</i>
☒	Document Checklist - COMPLETE AND SIGN	i	
☒	Legal Notice to Bidders - READ	ii	
☒	Project Contacts and Description of Work - READ	iii-iv	
☒	Instructions to Bidders - READ	1-11	
☒	Insurance Requirements - READ	3-4	
☒	Vendor Information Sheet - COMPLETE	12	
☒	Business Registration Certificate - SUBMIT PRIOR TO AWARD	13	
☒	Public Works Contractor Registration Certificate - SUBMIT WITH BID	13	
☒	Mandatory Equal Employment Opportunity Language Exhibit B - Construction Contract - READ	14-16	
☒	Affirmative Action Compliance Affidavit - Construction Contracts - READ AND SIGN	17	
☒	New Jersey Anti-Discrimination Provisions - READ AND SIGN	18	
☒	Americans with Disabilities Act of 1990 Language - READ AND SIGN	19	
☒	Ownership Disclosure Certification Form - COMPLETE AND SIGN	20-23	
☒	Acknowledgment of Principal - COMPLETE, SIGN AND NOTARIZE	24	
☒	Non-Collusion Affidavit - COMPLETE, SIGN AND NOTARIZE	25	
☒	Prevailing Wage Compliance Declaration - COMPLETE AND SIGN	26	
☒	Certification of Bidders Status on the State Treasurer's List of Debarred, Suspended and Disqualified Contractors - COMPLETE AND SIGN	27	
☒	Certification of Non-Debarment for Federal Government Contracts - COMPLETE AND SIGN	28-31	
☒	Acknowledgment of Receipt of Addenda - COMPLETE AND SIGN	32	
☒	Technical Specifications - READ, COMPLETE AND SIGN	33-41	
☒	Proposal Form - COMPLETE AND SIGN	42-43	
☒	Sample Ground Lease Agreement - READ	44-60	
<u>AFTER THE AWARD OF THE LEASE CONTRACT</u>			
☒	Signed Lease Agreement and \$25,000 Security Deposit (cash or letter of credit) - SIGN & SEAL		
☒	Certificate of Insurance - SUBMIT WITH EXECUTED LEASE AGREEMENT		

Corporate Name: _____

Signature: _____ Date: _____

Print Name: _____ Title: _____

BOROUGH OF MOUNTAIN LAKES
LEGAL NOTICE
NOTICE TO BIDDERS - LEASE OF REAL PROPERTY

Pursuant to *N.J.S.A. 40A:12-13*, the Borough of Mountain Lakes, New Jersey, shall receive sealed proposals at Borough Hall, 400 Boulevard, Mountain Lakes, NJ 07046, until 10:00 A.M., prevailing time, November 25, 2025, and then publicly open and read aloud in the council chambers for **LEASE OF TOWER AND GROUND SPACE FOR OPERATION OF WIRELESS COMMUNICATION ANTENNAS AND RELATED FACILITIES AT 400 BOULEVARD, MOUNTAIN LAKES, NEW JERSEY**.

Any prospective bidder may request copies of the specifications and contract documents for the proposed lease via email at clerk@mountainlakes.gov before November 14, 2025.

Each proposal must be made upon the prescribed forms furnished with the contract specifications. Available elevations on the Borough-owned tower and designated ground space will be identified in the bid specifications, together with any minimum threshold requirements for proposals. Bidders must submit proposals in accordance with these stated elevations, ground space allocations, and thresholds.

Each proposal must be enclosed in a sealed envelope bearing the name and address of the bidder and shall be addressed to the **BOROUGH CLERK'S OFFICE** and delivered at the place and hour mentioned above. The Envelope or Package must be endorsed, **LEASE OF TOWER AND GROUND SPACE FOR OPERATION OF WIRELESS COMMUNICATION ANTENNAS AND RELATED FACILITIES AT 400 BOULEVARD, MOUNTAIN LAKES, NEW JERSEY**, and must include the date and time the bid is due.

1. Bidder must be registered with the State of New Jersey at the time of the contract award.
2. Bidders must comply with *N.J.S.A. 10:5-31 et seq.* and *N.J.A.C. 17:27*.

Cara Fox
Borough Clerk

- October __, 2025 & October __, 2025

PROJECT CONTACTS

Purchasing Contact (Purchasing Agent)

400 Boulevard
Mountain Lakes, NJ 07046

Cell Tower Consultant

Peter Lupo Esq.
Cell Tower Consultant
Hoplite Communications, LLC
28 Valley Road, Suite 1
Montclair, NJ 07042
(732) 207-3912
Peter.lupo.hoplite@gmail.com

Municipal Clerk

Cara Fox, R.M.C.
400 Boulevard
Mountain Lakes, NJ 07046
clerk@mountainlakes.gov

DESCRIPTION OF WORK

CONTRACT:

LEASE OF TOWER AND GROUND SPACE FOR OPERATION OF WIRELESS COMMUNICATION ANTENNAS AND RELATED FACILITIES AT 400 BOULEVARD, MOUNTAIN LAKES, NEW JERSEY

The intent of this specification is for the Borough of Mountain Lakes ("Borough" or "Owner") to award a contract(s) to F.C.C. Licensed wireless telecommunications company or companies for the lease of a portion of that property designated as Block 21, Lot 38, in the Borough of Mountain Lakes for the leasing of tower and ground space for antennas and ancillary equipment structures and components on the tower owned by the Borough of Mountain Lakes at 400 Boulevard, Mountain Lakes, New Jersey, and the installation of equipment, wiring, cables and other materials related thereto, with the terms "Contract", "contract", "Lease" and "Agreement" sometimes being used interchangeably herein.

SECTION A
INSTRUCTIONS TO BIDDERS AND STATUTORY REQUIREMENTS

I. SUBMISSION OF BIDS

- A. Sealed bids shall be received by the Borough of Mountain Lakes, hereinafter referred to as "Owner," in accordance with public advertisement as required by the laws of the State of New Jersey, with a copy of said Legal Notice being attached hereto and made a part of these specifications.
- B. Sealed bids will be received by the Borough of Mountain Lakes Borough Clerk as stated in the Legal Notice to Bidders, and at such time and place will be publicly opened and read aloud.
- C. One (1) original and one (1) copy of the bid shall be submitted in a sealed envelope: (1) addressed to the Borough of Mountain Lakes, Borough Clerk's Office, 400 Boulevard, Mountain Lakes, New Jersey 07046, (2) bearing the name and address of the bidder written on the face of the envelope, and (3) clearly marked "SEALED BID" with the contract title and/or bid # being bid as well as the date and time bid is due.
- D. It is the bidder's responsibility to present bids to the Owner prior to or at the time and the place designated. Bids may be hand-delivered or mailed; however, the Owner disclaims any responsibility for bids forwarded by regular or overnight mail. Bids sent by express mail or delivery service must either 1) include the designation in sub-section C, above on the outside of the express mail or service envelope; or 2) must be in a separate envelope inside the delivery envelope and the envelope marked as required above. Bids received after the designated time and date will be returned unopened.
- E. Sealed bids forwarded to the Owner 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 shall remain firm for a period of sixty (60) calendar days.
- F. All prices and amounts must be written in ink or preferably machine-printed. Bids containing any conditions, omissions, unexplained erasures or alterations, items not called for in the bid proposal form, attachment of additive information not required by the specifications, or irregularities of any kind, may be cause for rejection by the Owner in accordance with applicable law. Any changes, whiteouts, strikeouts, etc. in the bid must be initialed in ink by the person signing the bid.
- G. Each bid proposal form must give the full business address, business phone, e-mail, the contact person of the bidder, and be signed by an authorized representative as follows:
 - Bids by partnerships must be signed in the partnership name by one of the members of the partnership or by an authorized representative, followed by the signature and designation of the person signing.
 - Bids by corporations must be signed in the legal name of the corporation, followed by the name of the State in which incorporated and must contain the signature and designation of the president, secretary or other person authorized to bind the corporation in the matter.
 - Bids by sole-proprietorship shall be signed by the proprietor.
 - When requested, satisfactory evidence of the authority of the officer signing shall be furnished.
- H. Bidder should be aware of the following statutes that represent "Truth in Contracting" laws:
 - *N.J.S.A. 2C:21-34 et seq.* governs false claims and representations by bidders. It is a serious crime for the bidder to knowingly submit a false claim and/or knowingly make material misrepresentation.
 - *N.J.S.A. 2C:27-10* provides that a person commits a crime if said person offers a benefit to a public servant for an official act performed or to be performed by a public servant, which is a violation of official duty.
 - *N.J.S.A. 2C:27-11* provides that a bidder commits a crime if said person, directly or indirectly, confers or agrees to confer any benefit not allowed by law to a public servant.
 - Bidder should consult the statutes or legal counsel for further information.
- I. Pay-to-Play Disclosure – 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.nj.gov.

- J. Official Request for Bid packages are available from the Owner directly at no cost to the prospective respondents. Potential respondents are cautioned that they are responding at their own risk if a third party supplied the specifications that may or may not be complete. The Owner is not responsible for third party supplied documents. Respondents shall provide their contact information to the Borough Clerk so any addenda to these specifications can be sent to them.
- K. For purposes of this bid, references to “contract” or “Contract” shall mean the lease or license agreement to be executed between the Owner, the Borough of Mountain Lakes, and the successful bidder. References to “payment” shall mean rental payments to be made by the successful bidder to the Owner/Borough. References to contract duration shall refer to the lease agreement term. Generally, provisions and terms are to be interpreted in the context of a property rights transaction and not a procurement of goods or services, and shall remain compliant to the extent applicable with both the Local Land and Buildings Law (LLBL) and the provisions of the Local Public Contracts Law (LPCL) utilized and referenced in this bid package.

II. INTERPRETATION, ADDENDA AND DISCREPANCIES

- A. The bidder understands and agrees that its bid is submitted on the basis of the specifications prepared by the Owner. The bidder accepts the obligation to become familiar with these specifications.
- B. Bidders are expected to examine the specifications and related bid documents with care and observe all their requirements. Ambiguities, errors or omissions noted by bidders should be promptly reported in writing to the appropriate official. Any prospective bidder who wishes to challenge a bid specification shall file such challenges in writing with the Purchasing Agent with a copy to the Cell Tower Consultant no less than three business days prior to the opening of the bids. Challenges filed after that time shall be considered void and have no impact on the contracting unit or the award of a contract pursuant to *N.J.S.A. 40A:11-13*. In the event the bidder fails to notify the Owner of such ambiguities, errors or omissions, the bidder shall be bound by the requirements of the specifications and the bidder’s submitted bid.
- C. No oral interpretation and or clarification of the meaning of the specifications for any goods and services will be made to any bidder. Such request shall be in writing, addressed to the Purchasing Agent. In order to be given consideration, a written request must be received at least three (3) business days prior to the date fixed for the opening of the bid for goods and services.
- D. All interpretations, clarifications and any supplemental instructions will be in the form of written addenda to the specifications and will be distributed to all prospective bidders. All addenda so issued shall become part of the specification and bid documents and shall be acknowledged by the bidder in the bid by completing the Acknowledgement of Receipt of Addenda form. The Owner’s interpretations or corrections thereof shall be final.

Pursuant to *N.J.S.A. 40A:11-23(c)(1)* when issuing addenda, the Owner shall provide required notice prior to the official receipt of bids to any person who has submitted a bid or who has received a bid package. They will be sent from an email at the @MountainLakesnj.gov domain. It is recommended that bidders include this domain in the recipient email’s contact list to ensure it is not routed to a junk or spam email folder.

E. Discrepancies in Bids

If the amount shown in words and its equivalent in figures do not agree, the written words shall be binding. Ditto marks are not considered writing or printing and shall not be used.

In the event that there is a discrepancy between the unit prices and the extended totals, the unit prices shall prevail. In the event there is an error of the summation of the extended totals, the computation by the Owner of the extended totals shall govern.

F. Alternate Bids and Unit Prices for the various portions of work or Contracts shall be as stated in other Sections of the Specifications. .

G. Optional Pre-Bid Conference

If stated in the Notice to Bidders and checked below:

☒ A Pre-Bid Conference will not be held.

☐ A pre-bid conference for this proposal will be held on _____.

Attendance is not mandatory, but is strongly recommended. Failure to attend does not relieve the bidder of any obligations or requirements.

III. **BRAND NAMES, STANDARDS OF QUALITY AND PERFORMANCE**

A. Brand names and/or descriptions used in these specifications are to acquaint bidders with the types of goods and services desired and will be used as a standard by which goods and services offered as equivalent will be evaluated.

B. When a specification uses "brand name or equivalent," the listed brand name shall serve as a reference or point of comparison for the functional or operational characteristic desired for the good or service being requested. Where a bidder submits an equivalent, it shall be the responsibility of the bidder to document the equivalence claim. Failure to submit such documentation shall be grounds for rejection of the claim of equivalence.

C. In submitting its bid, the bidder certifies that the goods and services to be furnished will not infringe upon any valid patent or trademark and that the successful bidder shall, at its own expense, defend any and all actions or suits charging such infringement, and will save the Owner harmless from any damages resulting from such infringement.

IV. **INSURANCE AND INDEMNIFICATION**

The insurance documents indicated by an ☒ shall include but are not limited to the following coverages. The successful bidder shall provide coverage so that all insurance coverage must be in effect no later than 12:01 A.M. EST at the start of the day of the contract and remain in effect for the duration of the contract, including any extensions.

A. **INSURANCE REQUIREMENTS**

☒ 1. Worker's Compensation Insurance

Worker's Compensation insurance shall be maintained in full force during the life of the contract, covering all employees engaged in performance of the contract pursuant to *N.J.S.A. 34:15-12(a)* and *N.J.A.C. 12:235-1.6*. Policy shall ensure coverage for all of the Contractor's employees directly or indirectly engaged in the performance of this contract. This insurance shall have an Employer's Liability Insurance limit of not less than \$3,000,000 for Bodily Injury by accident, \$3,000,000 for occupational disease and \$3,000,000 aggregate limit.

☒ 2. Comprehensive General Liability Insurance

General Liability insurance shall be provided with limits of not less than \$3,000,000 for any one person and \$3,000,000 for any one accident for bodily injury and \$6,000,000 general aggregate for property damage, and shall be maintained in full force during the life of the contract. The Commercial General Liability Insurance shall include the Broad Form Property Damage Liability Endorsement, as well as coverage for explosion, collapse and underground (XCU) hazards as completed operations and products liability coverage. Blanket Contractual Liability Insurance must include, expressing insuring the Contractor's liability for occurrences assumed by the Contractor under this Contract.

☒ 3. Automotive Liability Insurance

Automotive Liability insurance covering contractor for claims arising from owned, hired and non-owned vehicles with limits of not less than \$3,000,000 for any one person and \$3,000,000

for any one accident for bodily injury and \$3,000,000 each accident for property damage, shall be maintained in full force during the life of the contract.

☐ 4. Owner's and Contractors' Protective Liability Insurance

Liability Insurance with a limit of not less than \$3,000,000 combined single limit for bodily injury and property damage.

☐ 5. Umbrella Liability Insurance

Umbrella Liability Insurance coverage of at least as broad as that provided by the Commercial General Liability Insurance and Comprehensive Automobile Liability Insurance required above, with a limit of not less than \$5,000,000 combined single limit for bodily injury and property damage.

☐ 6. Builder's Risk Insurance

Builder's Risk Insurance covering the project under construction in an amount equal to the accepted bid price of the Contract. The insurance shall cover all risks of physical loss and damage including but not limited to theft, vandalism and malicious mischief, collapse, earthquake, flood and water damage, and shall include damages, losses of expenses arising out of or resulting from any insured loss incurred in the repair or replacement of any insured property (including but not limited to the fees and charges of engineers, architects, attorneys, and other professionals). The insurance may have a deductible not to exceed \$5,000 which may be borne by the Contractor.

☐ 7. Other Forms of Insurance required in these bid specifications.

B. CERTIFICATES OF THE REQUIRED INSURANCE

Certificates of Insurance for those policies required above shall be submitted with the contract. Such coverage shall be with an insurance company authorized to do business in the State of New Jersey and with an A- or better rating, as determined by Key's Rating Guide, and shall name the Owner as a Certificate Holder and as an Additional Insured on a Primary & Non-Contributory basis including Waiver of Subrogation in favor of Owner.

Self-insured contractors shall submit an affidavit attesting to their self-insured coverage and shall name the Owner as an Additional Insured on a Primary & Non-Contributory basis including Waiver of Subrogation in favor of Owner.

C. INDEMNIFICATION

The contractor shall indemnify and hold harmless the Owner, its officers, elected officials, agents, servants, invitees and employees from all claims, suits or actions, and damages or costs of every name and description to which the Owner may be subjected or put by reason of injury to the person or property of another, or the property of the Owner, resulting from a) acts or omissions on the part of the contractor, the contractor's agents, servants or subcontractors in the delivery of goods and services, or in the performance of the work under the contract; and, b) the use of any copyrighted or copyrighted composition, valid trademark, secret process, patented or unpatented invention or article furnished or used in the performance of this contract.

D. Subcontractor's shall be required by the Contractor to provide the same type of insurance as required of the principal Contractor, but within the limits as follows:

- 1) Worker's Compensation and Employer's Liability Insurance - \$1,500,000
- 2) Commercial General Liability Insurance - \$3,000,000
- 3) Comprehensive Automobile Liability Insurance - \$3,000,000

The contractor shall not allow any subcontractor to commence work on his subcontract until all similar insurance required of the subcontractor has been so obtained submitted and approved by the Borough. Approval of the insurance by the Borough shall not relieve or decrease the liability of the Contractor hereunder. Certificates and policies of insurance covering each subcontractor shall also be filed with

the Borough before any work is begun by a subcontractor and shall expressly state the same indemnification language as indicated above.

V. PRICING INFORMATION FOR PREPARATION OF BIDS

- A. The Owner is exempt from any local, state or federal sales, use or excise tax. The Owner will not pay for New Jersey State Sales and Use Tax that are included in any invoices.
- B. Estimated Quantities (Open-End Contracts): The Owner has attempted to identify the item(s) and the estimated amounts of each item bid to cover its requirements; however, past experience shows that the amount ordered may be different than that submitted for bidding. The right is reserved to decrease or increase the quantities specified in the specifications pursuant to *N.J.A.C. 5:30-11.2* and *11.10*. NO MINIMUM PURCHASE IS IMPLIED OR GUARANTEED.
- C. Contractor shall be responsible for obtaining any applicable permits or licenses from any government entity that has jurisdiction to require the same. All bids submitted shall have included this cost.
- D. In the event of a public emergency declared at the local, state or federal level prior to the expiration of the contract, if the Owner opts to extend terms and conditions of the contract, the contractor agrees to extend the terms and conditions of this specification, whether existing or expiring for no longer than six months, for goods and/or services for the duration of the emergency.

VI. STATUTORY AND OTHER REQUIREMENTS

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.* as administered by the Division of Purchase & Property Contract Compliance and Audit Unit (hereafter "Division") and provided below. The contract will include the language included in this specification.

1. Goods, Professional Services and General Service Contracts

Each contractor shall submit to the Owner, after notification of award but prior to execution of a goods and services contract, one of the following three documents:

- i. A Letter of Federal Approval indicating that the vendor is under an existing federally approved or sanctioned affirmative action program. A copy of the approval letter must be provided by the vendor to the Owner and the Division. This approval letter is valid for one year from the date of issuance.
- ii. A Certificate of Employee Information Report (hereafter "Certificate"), issued in accordance with *N.J.A.C. 17:27 et seq.* The vendor must provide a copy of the Certificate to the Owner as evidence of its compliance with the regulations. The Certificate represents the review and approval of the vendor's Employee Information Report, Form AA-302 by the Division.
- iii. The successful bidder shall complete an Initial Employee Report, Form AA-302 and submit it to the Division with payment and forward a copy of the Form to the Owner. Upon submission and review by the Division, the Report shall constitute evidence of compliance with the regulations.

2. Construction Contracts

Upon award of a construction contract, the contractor must access Form AA-201, the Initial Project Workforce Report. The Division of Public Contracts Equal Employment Opportunity Compliance has web-enabled Form AA-202, Monthly Project Workforce Report for Construction Contractors. Vendors and contractors may obtain these forms directly from the Division by accessing the following: www.nj.gov/treasury/contract_compliance. Contractors and vendors are responsible for sending copies of the forms to the Owner and the Division.

Proper completion and submission of these reports shall constitute evidence of the contractor's compliance with the regulations. Failure to submit these forms may result in the contract being

terminated. The contractor also agrees to submit a copy of the Monthly Project Workforce Report, Form AA-202 once a month thereafter for the duration of the contract to the Owner and the Division. After notification of award, but prior to signing a construction contract the EEO/AA evidence must be submitted. The Owner shall retain the Affirmative Action evidence in the bid file for review by the Division.

All successful Construction Contractors must submit the following as evidence:

- i. Complete Form AA-201 (Initial Project Workforce Report).
- ii. This report must be submitted to the Owner after notification of award but prior to signing a contract.
- iii. The contractor shall submit Form AA-202 (Monthly Project Workforce Report) to the Owner and to the Division of Public Contracts Equal Employment Opportunity Compliance once a month thereafter for the duration of the contract.

B. NEW JERSEY ANTI-DISCRIMINATION

The contract for this bid shall require that the contractor agrees not to discriminate in employment and agrees to abide by all anti-discrimination laws including but not limited to *N.J.S.A. 10:2-1* as included in this document.

C. AMERICANS WITH DISABILITIES ACT OF 1990

Discrimination on the basis of disability in contracting for the purchase of goods and services is prohibited. If awarded the contract, the contractor is required to comply with requirements related to the Americans with Disabilities Act as provided in this specification. The contractor is obligated to comply with the Act and to hold the Owner harmless for any violations committed under the contract.

D. STATEMENT OF OWNERSHIP

N.J.S.A. 52:25-24.2 provide that no business organization, regardless of form of ownership 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 business organization, bidders shall submit a statement setting forth the names and addresses of all persons and entities that own ten percent or more of its stock or interest of any type at all levels of ownership. The disclosure shall be continued until names and addresses of every noncorporate stockholder, and individual partner, and member exceeding the ten percent ownership, has been listed.

The included Statement of Ownership shall be completed and attached to the bid proposal. This requirement applies to all forms of business organizations, including, but not limited to, corporations and partnerships, publicly-owned corporations, limited partnerships, limited liability corporations, limited liability partnerships, sole proprietorship, and Subchapter S corporations. Failure to submit a disclosure document shall result in rejection of the bid as it cannot be remedied after bids have been opened.

Not-for-profit entities should fill in their name, check the not-for-profit box, and certify the form. No other information is necessary.

E. PROOF OF BUSINESS REGISTRATION

Pursuant to *N.J.S.A. 52:32-44*, the Owner ("Contracting Agency") is prohibited from entering into a contract with an entity unless the bidder/proposer/contractor, and each subcontractor that is required by law to be named in a bid/proposal/contract has a valid Business Registration Certificate on file with the Division of Revenue and Enterprise Services within the Department of the Treasury.

Prior to contract award or authorization, the contractor shall provide the Contracting Agency with its proof of business registration and that of any named subcontractor(s). Subcontractors named in a bid or other proposal shall provide proof of business registration to the bidder, who in turn, shall provide it to the Contracting Agency prior to the time a contract, purchase order, or other contracting document is awarded or authorized.

During the course of contract performance:

1. the contractor shall not enter into a contract with a subcontractor unless the subcontractor first provides the contractor with a valid proof of business registration.
2. the contractor shall maintain and submit to the Contracting Agency a list of subcontractors and their addresses that may be updated from time to time.
3. the contractor and any subcontractor providing goods or performing services under the contract, and each of their affiliates, shall collect and remit to the Director of the Division of Taxation in the Department of the Treasury, 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 the State. Any questions in this regard can be directed to the Division of Taxation at 609-292-6400. Form NJ-REG can be filed online at www.state.nj.us/treasury/revenue/busregcert.shtml.

Before final payment is made under the contract, the contractor shall submit to the Contracting Agency a complete and accurate list of all subcontractors used and their addresses.

Pursuant to *N.J.S.A. 54:49-4.1*, a business organization that fails to provide a copy of a business registration as required, or that provides false business registration information, shall be liable for a penalty of \$25 for each day of violation, not to exceed \$50,000, for each proof of business registration not properly provided under a contract with a contracting agency.

Emergency Purchases or Contracts. For purchases of an emergent nature, the contractor shall provide its Business Registration Certificate within two weeks from the date of purchase or execution of the contract or prior to payment for goods or services, whichever is earlier.

F. AMERICAN GOODS AND PRODUCTS TO BE USED WHERE POSSIBLE

Only manufactured and farm products of the United States, wherever available, shall be used pursuant to *N.J.S.A. 40A:11-18*.

If indicated by a ☒ on the Document Checklist, the following items are mandatory requirements of the bid proposal and contract.

G. DOCUMENT CHECKLIST

Bidder shall complete and sign the Bid Submission Document Checklist and include it in the bid submission. For construction bids, failure to submit the checklist is a fatal defect and the bid will be rejected. This document serves as a guide to bidders of the documents that are required to be submitted with the bid.

H. NON-COLLUSION AFFIDAVIT

The Affidavit shall be properly executed and submitted with the bid proposal.

I. NEW JERSEY WORKER AND COMMUNITY RIGHT TO KNOW ACT

The manufacturer or supplier of chemical substances or mixtures shall label them in accordance with the N.J. Worker and Community Right to Know Law (*N.J.S.A. 34:5A-1 et seq.*, and *N.J.A.C. 8:59-1.1 et seq.*). All direct use containers shall bear a label indicating the chemical name(s) and Chemical Abstracts Service number(s) of all hazardous substances in the container, and all other substances which are among the five most predominant substances in the container, or their trade secret registry number(s) pursuant to *N.J.A.C. 8:59-5*. "Container" means a receptacle used to hold a liquid, solid or gaseous substance such as bottles, bags, barrels, cans, cylinders, drums and cartons. (*N.J.A.C. 8:59-1.3*). Further, all applicable Material Safety Data Sheets (MSDS) - hazardous substance fact sheet - must be furnished. All containers which are stored at an Owner's facilities by the contractor or subcontractors shall display RTK labeling. Vendors with questions concerning labeling should contact the New Jersey Department of Health and Senior Services Right to Know Program for assistance in developing proper labels (www.nj.gov/health/workplacehealthandsafety/right-to-know).

J. 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. In the event it

is found that any worker, employed by the contractor or any subcontractor has been paid a rate of wages less than the prevailing wage required to be paid, the Owner may terminate the contractor's or subcontractor's right to proceed with the work, or such part of the work as to which there has been a failure to pay required wages and the contractor and subcontractor then be required to continue the work to completion or otherwise.

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 http://lwd.dol.state.nj.us/labor/wagehour/wagerate/pwr_construction.html.

K. 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 contractor'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 sub- contractors 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.

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.

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

L. EQUIPMENT CERTIFICATION

Bidder shall certify on the Equipment Certification form that they control or have access to equipment necessary to do the required work if awarded the contract. If the bidder does not own or lease the equipment, a certification from the owner of the equipment that the bidder will have access to the equipment is required with the bid. (*N.J.S.A. 40:11-20*)

VII. METHOD OF CONTRACT AWARD

- A. A bid which does not conform with the requirements of Form of Bids or which contains any addition, condition or other irregularity is subject to the Owner's rights set forth below.
- B. The Bidder acknowledges the right of the Owner to conduct a Bid verification Meeting(s) with the apparent high bidder(s) prior to contract award. The purpose of the meeting is to review in detail the requirements of the Contract Documents in order to verify the Bidder's understanding of the project, and evaluate the validity of the bid and the bidder's ability to meet the requirements of the Contract in accordance with his bid. The bidder further acknowledges the Owner's right of bid evaluation set forth below and the intention to make a written record of the Bid Verification Meeting a part of the written Agreement/Contract with the Owner.
- C. Should the bidder refuse to participate in the bid verification process or to subsequently enter into such Contract or fail to furnish the required bonds and insurance, the amount of the bid security shall be forfeited to the Owner as liquidated damages, not as a penalty.
- D. The length of the contract shall be stated in the technical specifications. Pursuant to requirements of *N.J.A.C. 5:30-5.1 et seq.*, any contract resulting from this bid shall be subject to the availability and appropriation of sufficient funds annually. Please see **SECTION X, TERMINATION OF CONTRACT**, Sub-section E, for additional information.

- E. If the award is to be made on the basis of a base bid only, it shall be made to that responsible bidder submitting the highest base bid.
- F. If the award is to be made on the basis of a combination of a base bid with selected options, it shall be made to that responsible bidder submitting the highest net bid.
- G. The Owner may also elect to award the contract on the basis of unit prices.
- H. The form of contract shall be submitted by the Owner to the successful bidder. Terms of the specifications/bid package prevail. Bidder exceptions must be formally accepted by the Owner; material exceptions shall not be approved.
- I. Successful bidder/respondent shall complete W-9 Form and submit to the Owner prior to contract award. The form is available at the following link: www.irs.gov/pub/irs-pdf/fw9.pdf

VIII. CAUSES FOR REJECTING BIDS

The Owner reserves the right to waive any minor irregularities or informalities in the bids and accept the bid, which in the Owner's judgment will best serve its interests. Bids may be rejected for any of the following reasons.

- A. All bids pursuant to *N.J.S.A. 40A:11-13.2*;
- B. If more than one bid is received from an individual, firm or partnership, corporation or association under the same name. Multiple bids from an agent representing competing bidders. Notwithstanding the foregoing, this bid contemplates that bids may be submitted for multiple locations on the cell tower, but only one bid per location;
- C. The bid is inappropriately unbalanced;
- D. The bidder is determined to possess, pursuant to *N.J.S.A. 40A:11-4b*, Prior Negative Experience; or,
- E. If the successful bidder fails to enter into a contract within 21 days, Sundays and holidays excepted, or as otherwise agreed upon by the parties to the contract. In this case at its option, the Owner may accept the bid of the next highest responsible bidder. (*N.J.S.A. 40A:11-24b*)
- F. Owner reserves the right to reject any and all bids at its sole and absolute discretion, which may result in bids being awarded for less than all Bid Item locations.

IX. TERMINATION OF CONTRACT

- A. If, through any cause, the contractor shall fail to fulfill in a timely and proper manner obligations under the contract or if the contractor shall violate any of the requirements of the contract, the Owner shall there upon have the right to terminate the contract by giving written notice to the contractor of such termination and specifying the effective date of termination.
- B. Notwithstanding the above, the contractor shall not be relieved of liability to the Owner for damages sustained by the Owner by virtue of any breach of the contract by the contractor and the Owner may withhold any payments to the contractor for the purpose of compensation until such time as the exact amount of the damage due the Owner from the contractor is determined.
- C. The contractor agrees to indemnify and hold the Owner harmless from any liability to subcontractors/suppliers concerning payment for work performed or goods supplied arising out of the lawful termination of the contract by the Owner under this provision.
- D. In case of default by the contractor, the Owner may procure the goods or services from other sources and hold the contractor responsible for any excess cost.
- E. It is understood by all parties that if, during the life of the contract, the contractor disposes of his/her business concern by acquisition, novation, 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 Owner(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 Owner.
- F. The contractor will not assign any interest in the contract and shall not transfer any interest in the same without the prior written consent of the Owner.

- G. The contractor shall maintain all documentation related to products, transactions or services under this contract for a period of five years from the date of final payment. Such records shall be made available to the New Jersey Office of the State Comptroller upon request.
- H. Neither party shall be responsible for any resulting loss or obligation to fulfill duties as specified in any of the terms or provisions of a contract if the fulfillment of any term or provision of the contract is delayed or prevented by any revolutions, insurrections, riots, wars, acts of enemies, national emergencies, strikes, floods, fires, acts of God, or by any cause not within the control of the party whose performance is interfered with which by the exercise of reasonable diligence such party is unable to prevent. Additionally, if the fulfillment of any of the terms and provisions of the contract is delayed or prevented by any court order, or action or injunction or other such agreement, the contract shall become voidable by the Owner by notice to the parties.

X. OTHER PROVISIONS

- A. Both parties agree to comply with all requirements of the Federal Health Insurance Portability and Accountability Act of 1996 ("HIPAA") as maybe amended from time to time, and the corresponding HIPAA regulations for the confidentiality and security of medical information. If awarded the bid, the contractor shall:

1. Not use or disclose protected health information other than as permitted or required by law
2. Use appropriate safeguards to protect the confidentiality of the information
3. Report any use or disclosure not permitted

The contractor, by execution of the contract, shall thereby indemnify and hold the Owner harmless from any and all liabilities, claims, actions, costs and penalties which may be incurred as the result of the failure of the contractor to comply with the requirements of the Health Insurance Portability and Accountability Act (HIPAA) or any other statute or case law protecting the privacy of persons using its services.

- B. The Owner shall retain all of its rights and interest in any and all documents and property both hard copy and digital furnished by the Owner to the successful bidder (contractor) for the purpose of assisting the contractor in the performance of this contract. None of the documents and/or property shall, without the written consent of the Owner, be disclosed to others or used by the contractor or permitted by the contractor to be used by their parties at any time except in the performance of the resulting contract.

The contractor shall not have the right to use, sell, or disclose the total of the interim or final work products, or make available to third parties, without the prior written consent of the Owner. Any information supplied to the Owner may be required to be supplied on CD/DVD or USB flash drive media compatible with Microsoft Windows and Microsoft Office Suite.

- C. Under state and federal statutes, certain government records are protected from public disclosure. The Owner, the contractor and any subcontractors have a responsibility and an obligation to safeguard from public access an employee's personal information with which it has been entrusted when disclosure thereof would violate the employee's reasonable expectation of privacy. All payroll, personnel and health insurance related files are confidential. Additionally, the contractor and any subcontractors may be privy to sensitive law enforcement information or investigations during their review which must remain confidential. The Owner retains the right to make any public disclosure under the law. Also, among government records deemed confidential are administrative or technical information regarding computer hardware, software and networks that, if disclosed, would jeopardize computer security. The contractor and any subcontractor(s) are prohibited from the sale or distribution of all supplied information to any third party.
- D. Proof of licensure for any activity regulated by the State of New Jersey and required to do the work required under this specification, for either the firm or the person responsible for the work, shall be provided as required by the Owner.
- E. Criminal Background Checks, Harassment, Intimidation and Bullying

1. After award of the contract, but before the commencement of work under the contract, the contractor shall provide proof to the Owner that each worker assigned to a project involving contact with children has had a criminal history background check, and that said check indicates that no criminal history record information exists on file in either the Identification Division of the Federal Bureau of Investigation or the State Bureau of Identification which would disqualify said employee from employment . Failure to provide proof of a criminal history background check for any employee at a school location will be deemed a breach of contract by the Contractor.
 2. If it is discovered during the course of the contract that either: (a) an employee with disqualifying criminal history record information on file or (b) any employee who has not had a criminal history background check is working at a contract school location, said employee is to be immediately removed by the Contractor. Failure to immediately remove said employee either upon notification by the Owner or discovery by the contractor shall constitute a material breach of contract. Proof of clearance by the Department of Education or a temporary waiver pending receipt of qualification to work from the Department of Education shall provide proof to the Owner prior to assignment and commencement of work of each employee.
 3. Pursuant to P.L. 2010, c.122, all contracted service providers, defined as any organization that is a party to a contract or agreement for services with the Owner, and all employees of contracted service providers are required to comply with the provisions of the Owner's anti-bullying policy. Contracted service providers and their employees shall verbally report any act of harassment, intimidation or bullying of a student on the same day on which the act was witnessed, or on the same day on which reliable information that a student has been subject to harassment, intimidation or bullying was received, and shall report the same in writing within two (2) school days. All verbal and written reports of harassment, intimidation or bullying of a student shall be made to the school principal or to any school administrator or safe schools resource officer. Reports may be made anonymously in accordance with the reporting procedure as set forth in the anti-bullying policy. The Owner shall provide to all contracted service providers and their employees a copy of the Owner's anti-bullying policy and information regarding the policy.
- F. Interpretation of Terms:** For purposes of this request for proposals, references to "contract" shall mean the lease or license agreement to be executed between the borough and the successful proposer for the use of tower elevations and/or ground space. References to "payment" shall mean rent or license fee payments made by the successful proposer to the borough. These terms are to be interpreted in the context of a property rights transaction rather than a procurement of goods or services.
- G. Non-Applicable Requirements:** In the event an existing occupant of tower and ground space submits a bid solely for the renewal of its existing or expired lease or other right to occupy the property, and will not be performing any construction, installation, or related physical work, then certain statutory or administrative requirements (such as Public Works Contractor Registration, Prevailing Wage filings, or equivalent certifications and forms clearly intended for contractors performing work and not the leasing of space) shall not apply. In such cases, the bidder shall indicate "N/A" (Not Applicable) in the relevant sections of the bid submission forms. This will not be deemed a deficiency provided the bidder clearly states that no new construction or public works activity is contemplated under its bid submission.

**BOROUGH OF MOUNTAIN LAKES, NEW JERSEY
VENDOR INFORMATION SHEET**

COMPANY NAME: _____

ADDRESS: _____

PHONE NUMBER: _____

FAX NUMBER: _____

FEDERAL I.D. NUMBER: _____

NAME OF PERSON PREPARING BID: _____

PHONE NUMBER: _____ EXT. _____

CONTACT PERSON FOR CORRESPONDENCE REGARDING THE PROPOSAL

NAME: _____

ADDRESS: _____

PHONE: _____ FAX NUMBER: _____

E-MAIL ADDRESS: _____

PROJECT COORDINATOR

COMPANY NAME: _____

ADDRESS: _____

PHONE NUMBER: _____

CELL PHONE NUMBER: _____

FAX NUMBER: _____

PERSON TO CONTACT: _____

EMAIL ADDRESS: _____

AS A PROFESSIONAL COURTESY,
PLEASE PLACE HERE
A PHOTOCOPY OF
NEW JERSEY
**BUSINESS REGISTRATION
CERTIFICATE**
&
**NEW JERSEY PUBLIC WORKS
CONTRACTOR REGISTRATION
CERTIFICATE**

EXHIBIT B
MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE
N.J.S.A. 10:5-31 et seq. (P.L.1975, c.127) & N.J.A.C. 7:27-1.1 et seq.

CONSTRUCTION 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, affectional 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, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause.

The contractor or subcontractor, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex.

The contractor or subcontractor 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 or worker's representative of the contractor's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer, pursuant to *N.J.S.A. 10:5-31 et seq.*, as amended and supplemented from time to time and the Americans with Disabilities Act.

When hiring or scheduling workers in each construction trade, the contractor or subcontractor agrees to make good faith efforts to employ minority and women workers in each construction trade consistent with the targeted employment goal prescribed by *N.J.A.C. 17:27-7.2*; provided, however, that the Department of LWD, Construction EEO Monitoring Program, may, in its discretion, exempt a contractor or subcontractor from compliance with the good faith procedures prescribed by the following provisions, A, B, and C, as long as the Department of LWD, Construction EEO Monitoring Program is satisfied that the contractor or subcontractor is employing workers provided by a union which provides evidence, in accordance with standards prescribed by the Department of LWD, Construction EEO Monitoring Program, that its percentage of active "card carrying" members who are minority and women workers is equal to or greater than the targeted employment goal established in accordance with *N.J.A.C. 17:27-7.2*. The contractor or subcontractor agrees that a good faith effort shall include compliance with the following procedures:

- A. If the contractor or subcontractor has a referral agreement or arrangement with a union for a construction trade, the contractor or subcontractor shall, within three business days of the contract award, seek assurances from the union that it will cooperate with the contractor or subcontractor as it fulfills its affirmative action obligations under this contract and in accordance with the rules promulgated by the Treasurer pursuant to *N.J.S.A. 10:5-31 et. seq.*, as supplemented and amended from time to time and the Americans with Disabilities Act. If the contractor or subcontractor is unable to obtain said assurances from the construction trade union at least five business days prior

to the commencement of construction work, the contractor or subcontractor agrees to afford equal employment opportunities minority and women workers directly, consistent with this chapter. If the contractor's or subcontractor's prior experience with a construction trade union, regardless of whether the union has provided said assurances, indicates a significant possibility that the trade union will not refer sufficient minority and women workers consistent with affording equal employment opportunities as specified in this chapter, the contractor or subcontractor agrees to be prepared to provide such opportunities to minority and women workers directly, consistent with this chapter, by complying with the hiring or scheduling procedures prescribed under (B) below; and the contractor or subcontractor further agrees to take said action immediately if it determines that the union is not referring minority and women workers consistent with the equal employment opportunity goals set forth in this chapter.

- B. If good faith efforts to meet targeted employment goals have not or cannot be met for each construction trade by adhering to the procedures of (A) above, or if the contractor does not have a referral agreement or arrangement with a union for a construction trade, the contractor or subcontractor agrees to take the following actions:
- 1) To notify the public agency compliance officer, the Department of LWD, Construction EEO Monitoring Program, and minority and women referral organizations listed by the Division pursuant to *N.J.A.C. 17:27-5.3*, of its workforce needs, and request referral of minority and women workers;
 - 2) To notify any minority and women workers who have been listed with it as awaiting available vacancies;
 - 3) Prior to commencement of work, to request that the local construction trade union refer minority and women workers to fill job openings, provided the contractor or subcontractor has a referral agreement or arrangement with a union for the construction trade;
 - 4) To leave standing requests for additional referral to minority and women workers with the local construction trade union, provided the contractor or subcontractor has a referral agreement or arrangement with a union for the construction trade, the State Training and Employment Service and other approved referral sources in the area;
 - 5) If it is necessary to lay off some of the workers in a given trade on the construction site, layoffs shall be conducted in compliance with the equal employment opportunity and non-discrimination standards set forth in this regulation, as well as with applicable Federal and State court decisions;
 - 6) To adhere to the following procedure when minority and women workers apply or are referred to the contractor or subcontractor:
 - i. The contractor or subcontractor shall interview the referred minority or women worker.
 - ii. If said individuals have never previously received any document or certification signifying a level of qualification lower than that required in order to perform the work of the construction trade, the contractor or subcontractor shall in good faith determine the qualifications of such individuals. The contractor or subcontractor shall hire or schedule those individuals who satisfy appropriate qualification standards in conformity with the equal employment opportunity and non-discrimination principles set forth in this chapter. However, a contractor or subcontractor shall determine that the individual at least possesses the requisite skills, and experience recognized by a union, apprentice program or a referral agency, provided the referral agency is acceptable to the Department of LWD, Construction EEO Monitoring Program. If necessary, the contractor or subcontractor shall hire or schedule minority and women workers who qualify as trainees pursuant to these rules. All of the requirements, however, are limited by the provisions of (C) below.

- iii. The name of any interested women or minority individual shall be maintained on a waiting list, and shall be considered for employment as described in (i) above, whenever vacancies occur. At the request of the Department of LWD, Construction EEO Monitoring Program, the contractor or subcontractor shall provide evidence of its good faith efforts to employ women and minorities from the list to fill vacancies.
 - iv. If, for any reason, said contractor or subcontractor determines that a minority individual or a woman is not qualified or if the individual qualifies as an advanced trainee or apprentice, the contractor or subcontractor shall inform the individual in writing of the reasons for the determination, maintain a copy of the determination in its files, and send a copy to the public agency compliance officer and to the Department of LWD, Construction EEO Monitoring Program.
- 7) To keep a complete and accurate record of all requests made for the referral of workers in any trade covered by the contract, on forms made available by the Department of LWD, Construction EEO Monitoring Program and submitted promptly to the Department of LWD, Construction EEO Monitoring Program upon request.
- C. The contractor or subcontractor agrees that nothing contained in (B) above shall preclude the contractor or subcontractor from complying with the union hiring hall or apprenticeship policies in any applicable collective bargaining agreement or union hiring hall arrangement, and, where required by custom or agreement, it shall send journeymen and trainees to the union for referral, or to the apprenticeship program for admission, pursuant to such agreement or arrangement. However, where the practices of a union or apprenticeship program will result in the exclusion of minorities and women or the failure to refer minorities and women consistent with the targeted county employment goal, the contractor or subcontractor shall consider for employment persons referred pursuant to (B) above without regard to such agreement or arrangement; provided further, however, that the contractor or subcontractor shall not be required to employ women and minority advanced trainees and trainees in numbers which result in the employment of advanced trainees and trainees as a percentage of the total workforce for the construction trade, which percentage significantly exceeds the apprentice to journey worker ratio specified in the applicable collective bargaining agreement, or in the absence of a collective bargaining agreement, exceeds the ratio established by practice in the area for said construction trade. Also, the contractor or subcontractor agrees that, in implementing the procedures of (B) above, it shall, where applicable, employ minority and women workers residing within the geographical jurisdiction of the union.

After notification of award, but prior to signing a construction contract, the contractor shall submit to the public agency compliance officer and the Department of LWD, Construction EEO Monitoring Program an initial project workforce report (Form AA-201) electronically provided to the public agency by the Department of LWD, Construction EEO Monitoring Program, through its website, for distribution to and completion by the contractor, in accordance with *N.J.A.C. 17:27-7*. The contractor also agrees to submit a copy of the Monthly Project Workforce Report once a month thereafter for the duration of this contract to the Department of LWD, Construction EEO Monitoring Program, and to the public agency compliance officer.

The contractor agrees to 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.

- D. The contractor and its subcontractors shall furnish such reports or other documents to the Department of LWD, Construction EEO Monitoring Program as may be requested by the Department of LWD, Construction EEO Monitoring Program 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 Department of LWD, Construction EEO Monitoring Program for conducting a compliance investigation pursuant to *N.J.A.C. 17:27-1.1 et seq.*

AFFIRMATIVE ACTION COMPLIANCE AFFIDAVIT

N.J.S.A. 10:5-31 et seq. and N.J.A.C.17:27

CONSTRUCTION CONTRACTS

Upon award of a construction contract, the contractor must access Form AA-201, the Initial Project Workforce Report. The Division of Public Contracts Equal Employment Opportunity Compliance has web-enabled Form AA-202, Monthly Project Workforce Report for Construction Contractors. Vendors and contractors may obtain these forms directly from the Division by accessing the following: www.nj.gov/treasury/contract_compliance. Contractors and vendors are responsible for sending copies of the forms to the Owner.

Proper completion and submission of these reports shall constitute evidence of the contractor's compliance with the regulations. Failure to submit these forms may result in the contract being terminated. The contractor also agrees to submit a copy of the Monthly Project Workforce Report, Form AA-202 once a month thereafter for the duration of the contract to the Owner and the Division. After notification of award, but prior to signing a construction contract the EEO/AA evidence must be submitted. The Owner shall retain the Affirmative Action evidence in the bid file for review by the Division.

All successful Construction Contractors must submit the following as evidence:

1. Complete Form AA-201 (Initial Project Workforce Report).
2. This report must be submitted to the Owner after notification of award but prior to signing a contract.
3. The contractor shall submit Form AA-202 (Monthly Project Workforce Report) to the Owner and to the Division of Public Contracts Equal Employment Opportunity Compliance once a month thereafter for the duration of the contract.

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* and *N.J.A.C. 17:27* and agrees to furnish the required forms of evidence.

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

COMPANY: _____

SIGNATURE: _____

PRINT NAME: _____

TITLE: _____

DATE: _____

NEW JERSEY ANTI-DISCRIMINATION PROVISIONS

N.J.S.A. 10:2-1 ET SEQ.

Pursuant to N.J.S.A. 10:2-1, if awarded a contract, the contractor agrees that:

- a. In the hiring of persons for the performance of work under this contract or any subcontract hereunder, or for the procurement, manufacture, assembling or furnishing of any such materials, equipment, supplies or services to be acquired under this contract, no contractor, nor any person acting on behalf of such contractor or subcontractor, shall, by reason of race, creed, color, national origin, ancestry, marital status, gender identity or expression, affectional or sexual orientation or sex, discriminate against any person who is qualified and available to perform the work to which the employment relates;
- b. No contractor, subcontractor, nor any person on his behalf shall, in any manner, discriminate against or intimidate any employee engaged in the performance of work under this contract or any subcontract hereunder, or engaged in the procurement, manufacture, assembling or furnishing of any such materials, equipment, supplies or services to be acquired under such contract, on account of race, creed, color, national origin, ancestry, marital status, gender identity or expression, affectional or sexual orientation or sex;
- c. There may be deducted from the amount payable to the contractor by the contracting public agency, under this contract, a penalty of \$50.00 for each person for each calendar day during which such person is discriminated against or intimidated in violation of the provisions of the contract; and
- d. This contract may be canceled or terminated by the contracting public agency, and all money due or to become due hereunder may be forfeited, for any violation of this section of the contract occurring after notice to the contractor from the contracting public agency of any prior violation of this section of the contract.

No provision in this section shall be construed to prevent a board of education from designating that a contract, subcontract or other means of procurement of goods, services, equipment or construction shall be awarded to a small business enterprise, minority business enterprise or a women's business enterprise pursuant to P.L.1985, c.490 (C.18A:18A-51 *et seq.*).

The undersigned contractor further understands that his/her bid shall be rejected as non-responsive if said contractor fails to comply with the requirements of *N.J.S.A. 10:2-1 et seq.*

COMPANY: _____

SIGNATURE: _____

PRINT NAME: _____

TITLE: _____

DATE: _____

AMERICANS WITH DISABILITIES ACT OF 1990

Equal Opportunity for Individuals with Disability

The contractor and the Borough of Mountain Lakes, (hereafter "Borough") do hereby agree that the provisions of Title 11 of the Americans With Disabilities Act of 1990 (the "Act") (42 U.S.C. S121 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 contract.

In providing any aid, benefit, or service on behalf of the Borough pursuant to this contract, the contractor agrees that the performance shall be in strict compliance with the Act. In the event that the contractor, its agents, servants, employees, or subcontractors violate or are alleged to have violated the Act during the performance of this contract, the contractor shall defend the Borough in any action or administrative proceeding commenced pursuant to this Act.

The contractor shall indemnify, protect, and save harmless the Borough, its agents, servants, and employees from and against any and all suits, claims, losses, demands, or damages, of whatever kind or nature arising out of or claimed to arise out of the alleged violation. The contractor shall, at its own expense, appear, defend, and pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the Borough's grievance procedure, the contractor agrees to abide by any decision of the Borough which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the Borough, or if the Borough incurs any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the contractor shall satisfy and discharge the same at its own expense.

The Borough shall, as soon as practicable after a claim has been made against it, give written notice thereof to the contractor along with full and complete particulars of the claim. If any action or administrative proceeding is brought against the Borough or any of its agents, servants, and employees, the Borough shall expeditiously forward or have forwarded to the contractor every demand, complaint, notice, summons, pleading, or other process received by the Borough or its representatives.

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

It is further agreed and understood that the Borough assumes no obligation to indemnify or save harmless the contractor, its agents, servants, employees and subcontractors for any claim which may arise out of their performance of this Agreement. Furthermore, the contractor expressly understands and agrees that the provisions of this indemnification clause shall in no way limit the contractor's obligations assumed in this Agreement, nor shall they be construed to relieve the contractor from any liability, nor preclude the Borough from taking any other actions available to it under any other provisions of the Agreement or otherwise at law.

The undersigned contractor further understands that his/her bid shall be rejected as non-responsive if said contractor fails to comply with the requirements of Title 11 of the Americans With Disabilities Act of 1990 (the "Act") (42 U.S.C. S121 01 et seq).

COMPANY: _____

SIGNATURE: _____

PRINT NAME: _____

TITLE: _____

DATE: _____

STATEMENT OF OWNERSHIP
OWNERSHIP DISCLOSURE CERTIFICATION FORM
Required pursuant to N.J.S.A. 52:25-24.2 (P.L. 1977, c.33, as amended by P.L. 2016, c.43)

This Statement Shall Be Included with All Bid and Proposal Submissions

Name of Business: _____

Address of Business: _____

Name of person completing this form: _____

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

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

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

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

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

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STATEMENT OF OWNERSHIP
OWNERSHIP DISCLOSURE CERTIFICATION FORM (CONTINUED)

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

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)
- ☐ For-profit Corporation (any type) ☐ Limited Liability Company (LLC)
- ☐ Partnership ☐ Limited Partnership ☐ Limited Liability Partnership (LLP)
- ☐ Other (be specific): _____

PART II

- ☐ 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. (COMPLETE THE LIST IN THIS SECTION ON THE NEXT PAGE)

OR

- ☐ 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 no member in the limited liability company owns a 10 percent or greater interest therein, as the case may be. (SKIP TO PART IV)

CONTINUED ON NEXT PAGE

STATEMENT OF OWNERSHIP
OWNERSHIP DISCLOSURE CERTIFICATION FORM (CONTINUED)

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

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

Name: _____

Name: _____

Address: _____

Address: _____

Name: _____

Name: _____

Address: _____

Address: _____

Name: _____

Name: _____

Address: _____

Address: _____

PART III

DISCLOSURE OF 10% OR GREATER OWNERSHIP IN THE STOCKHOLDERS, PARTNERS OR LLC MEMBERS LISTED IN PART II

If a bidder has a direct or indirect parent entity which is publicly traded, and any person holds a 10 percent or greater beneficial interest in the publicly traded parent entity as of the last annual federal Security and Exchange Commission (SEC) or foreign equivalent filing, ownership disclosure can be met by providing links to the website(s) containing the last annual filing(s) with the federal Securities and Exchange Commission (or foreign equivalent) that contain the name and address of each person holding a 10% or greater beneficial interest in the publicly traded parent entity, along with the relevant page numbers of the filing(s) that contain the information on each such person. Attach additional sheets if more space is needed.

Website (URL) containing the last annual SEC (or foreign equivalent) filing	Page #'s

CONTINUED ON NEXT PAGE

STATEMENT OF OWNERSHIP
OWNERSHIP DISCLOSURE CERTIFICATION FORM (CONTINUED)

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

PART III (CONTINUED)

Please list the names and addresses of each stockholder, partner or member owning a 10 percent or greater interest in any corresponding corporation, partnership and/or limited liability company (LLC) listed in Part II other than for any publicly traded parent entities referenced above. 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 pursuant to N.J.S.A. 52:25-24.2 has been listed. Attach additional sheets if more space is needed.

Stockholder/Partner/Member and Corresponding Entity Listed in Part II	Address

PART IV

I, being duly sworn upon my oath, hereby represent that the foregoing information and any attachments thereto to the best of my knowledge are true and complete. I acknowledge: that I am authorized to execute this certification on behalf of the bidder/proposer; that the Borough of Mountain Lakes is relying on the information contained herein and that I am under a continuing obligation from the date of this certification through the completion of any contracts with the Borough of Mountain Lakes to notify the Borough of Mountain Lakes in writing of any changes to the information contained herein; that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification, and if I do so, I am subject to criminal prosecution under the law and that it will constitute a material breach of my agreement(s) with the, permitting the Borough of Mountain Lakes to declare any contract(s) resulting from this certification void and unenforceable.

Signature of Authorized Agent

Date

Full Name (Printed)

Title

(Corporate Seal, if appropriate)

END OF STATEMENT OF OWNERSHIP

ACKNOWLEDGEMENT OF PRINCIPAL

STATE OF _____)
) SS:
COUNTY OF _____)

IF A CORPORATION

BE IT REMEMBERED, that on this ____ day of _____ in the year 202__, AND before me, the subscriber, a Notary Public of the State of _____ personally appeared who, being by me duly sworn on his/her oath, doth depose and make proof to my satisfaction the he is the Secretary or Assistant Secretary of _____, the Corporation named in the within Instrument; that _____ is the President of said Corporation; that the execution, as well as the making of this Instrument has been duly authorized by a proper resolution of the Board of Directors of said Corporation; that deponent well knows the corporation seal of said Corporation; and the seal affixed to said Instrument is such Corporation seal and was thereto affixed and said Instrument signed and delivered by said President, as and for h voluntary act and deed and as and for the voluntary act and deed of said Corporation; in presence of deponent, who thereupon subscribed his/her name thereto as witness.

Signature of Secretary or
Signature of Assistant Secretary

IF A PARTNERSHIP

Sworn to and subscribed before me, a Notary Public in the State of _____.
On this ____ day of _____, 202__, before me personally came _____ and known to me to be one of the members of the firm of _____ described in and who executed the foregoing instrument, and he acknowledged to me that he executed the same as for the act and deed of said firm.

Signature

IF AN INDIVIDUAL

Sworn to and subscribed before me, a Notary Public in the State of _____.
On this ____ day of _____, 202__ before me personally came _____ known to me to be the person described in and who executed the foregoing instrument, and acknowledged that he executed the same, as for his voluntary act and deed.

Signature

Subscribed and sworn to before me this
____ day of _____, 202__

Notary Public

Commission Expires: _____
(Notary Stamp/Seal)

NON-COLLUSION AFFIDAVIT

STATE OF _____)
) SS:
COUNTY OF _____)

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

I am _____ of the firm of _____
(title or position) (name of firm)
_____ the bidder making this Proposal for the proposal entitled
_____, and that I executed the said proposal with
(title of bid proposal)

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 Mountain Lakes 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

_____.

Signature

Type or Print name

Subscribed and sworn to before me this
_____ day of _____, 202____

Notary Public

Commission Expires: _____

(Notary Stamp/Seal)

PREVAILING WAGE COMPLIANCE DECLARATION

(New Jersey Prevailing Wage Act, Chapter 150, P.L. 1963, as amended)

The contractor hereby agrees to comply in all respect with the New Jersey Prevailing Wage Act, Chapter 150, P.L. 1963, as amended. A copy of the prevailing wage rates pertaining to the work and issued by the New Jersey Department of Labor and Industry entitled "Prevailing Wage Rate Determination" are enclosed in Appendix A of these specifications and may be obtained from the New Jersey Department of Labor and Industry. Workers shall be paid not less than the prevailing wage rate. In the event it is found that any worker employed by the contractor or any subcontractor covered by the contract herein has been paid a rate of wages less than the prevailing rate required to be paid by such contract, the Borough may terminate the contractor's or subcontractor's right to proceed with the work or such part of the work as to which there has been a failure to pay required wages and to prosecute the work to completion or otherwise. The contractor and his sureties shall be liable to the Owner for any excess costs occasioned thereby.

Before final payment is made by or on behalf of the Borough of any sum or sums due to the work, the contractor or subcontractor shall file with the Borough, written statements in form satisfactory to the Commissioner of Labor and Workforce Development certifying to the amounts then due and owing from such contractor or subcontractor filing such statement to any and all workmen for wages due on account of the work, setting forth therein the names of the persons whose wages are unpaid and the amount due to each respectively which statement shall be certified by the oath of the contractor or subcontractor as the case may be in accordance with the said New Jersey Prevailing Wage Act.

The prevailing wage rate shall be determined by the Commissioner of Labor and Workforce Development or his/her duly authorized deputy or representative.

The undersigned is an (individual) (partnership) (corporation) under the laws of the State of _____, having principal offices at _____

Bidder: _____

Signature: _____

Name: _____

Title: _____

Date: _____

**CERTIFICATION OF BIDDER'S STATUS ON THE
STATE TREASURER'S LIST OF DEBARRED,
SUSPENDED AND DISQUALIFIED CONTRACTORS**

STATE OF _____

COUNTY OF _____

I, _____ of the City/Town/Borough/Borough/Village (circle one) of _____ in the State of _____, of full age, being duly sworn according to law on my oath depose and sat that:

I am _____ of the firm of _____, the bidder making the Proposal for the attached named project; with full authority to do so; and that said bidder is not now at the time of submission of this bid included on the State of New Jersey Treasurer's List of Debarred, Suspended and Disqualified Bidders.

The undersigned further warrants that should the name of the firm making this bid appear on the State Treasurer's List of Debarred, Suspended and Disqualified Bidders at any time prior to, and during the life of this Contract, including the Guarantee Period, that the Owner shall be immediately so notified by the signatory of this eligibility Affidavit.

The undersigned understands that the firm making the bid as a Contractor is subject to debarment, suspension and/or disqualification in contracting with the State of New Jersey and the Department of Environmental Protection if the Contractor, pursuant to *N.J.A.C. 7:15-5.2*, commits any of the acts listed therein, and as determined to applicable law and regulation.

By: _____
Deponent's Name

Date: _____

Deponent's Title

**CERTIFICATION OF NON-DEBARMENT
FOR FEDERAL GOVERNMENT CONTRACTS**

N.J.S.A. 52:32-44.1 (P.L. 2019, c.406)

This certification shall be completed, certified to, and submitted to the contracting unit prior to contract award, except for emergency contracts where submission is required prior to payment.

PART I: VENDOR INFORMATION	
Individual or Organization Name	
Physical Address of Individual or Organization	
Unique Entity ID (if applicable)	
CAGE/NCAGE Code (if applicable)	
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)
☐ For-profit Corporation (any type) ☐ Limited Liability Company (LLC)
☐ Partnership ☐ Limited Partnership ☐ Limited Liability Partnership (LLP)
☐ Other (be specific): _____

PART II - CERTIFICATION OF NON-DEBARMENT: Individual or Organization			
I hereby certify that the individual or organization listed above in Part I is not debarred by the federal government from contracting with a federal agency. I further acknowledge: that I am authorized to execute this certification on behalf of the above-named organization; that the Borough of Mountain Lakes is relying on the information contained herein and that I am under a continuing obligation from the date of this certification through the date of contract award by Borough of Mountain Lakes to notify the Borough of Mountain Lakes in writing of any changes to the information contained herein; that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification, and if I do so, I am subject to criminal prosecution under the law and that it will constitute a material breach of my agreement(s) with the Borough of Mountain Lakes, permitting the Borough of Mountain Lakes to declare any contract(s) resulting from this certification void and unenforceable.			
Full Name (Print):		Title:	
Signature:		Date:	

CERTIFICATION CONTINUED ON THE NEXT PAGE

**CERTIFICATION OF NON-DEBARMENT
FOR FEDERAL GOVERNMENT CONTRACTS (CONTINUED)**

PART III - CERTIFICATION OF NON-DEBARMENT: Individual or Entity Owning Greater than 50 Percent of Organization	
Section A (Check the Box that applies)	
☐	Below is the name and address of the stockholder in the corporation who owns more than 50 percent of its voting stock, or of the partner in the partnership who owns more than 50 percent interest therein, or of the member of the limited liability company owning more than 50 percent interest therein, as the case may be.
Name of Individual or Organization	
Physical Address	
OR	
☐	No one stockholder in the corporation owns more than 50 percent of its voting stock, or no partner in the partnership owns more than 50 percent interest therein, or no member in the limited liability company owns more than 50 percent interest therein, as the case may be.
Section B (Skip if no Business entity is listed in Section A above)	
☐	Below is the name and address of the stockholder in the corporation who owns more than 50 percent of the voting stock of the organization's parent entity, or of the partner in the partnership who owns more than 50 percent interest in the organization's parent entity, or of the member of the limited liability company owning more than 50 percent interest in organization's parent entity, as the case may be.
Stockholder/Partner/Member Owning Greater Than 50 Percent of Parent Entity	
Physical Address	
OR	
☐	No one stockholder in the parent entity corporation owns more than 50 percent of its voting stock, no partner in the parent entity partnership owns more than 50 percent interest therein, or no member in the parent entity limited liability company owns more than 50 percent interest therein, as the case may be.

CERTIFICATION CONTINUED ON THE NEXT PAGE

**CERTIFICATION OF NON-DEBARMENT
FOR FEDERAL GOVERNMENT CONTRACTS (CONTINUED)**

Section C – Part III Certification			
I hereby certify that no individual or organization that is debarred by the federal government from contracting with a federal agency owns greater than 50 percent of the Organization listed above in Part I or, if applicable, owns greater than 50 percent of a parent entity of Borough of Mountain Lakes. I further acknowledge: that I am authorized to execute this certification on behalf of the above-named organization; that the Borough of Mountain Lakes is relying on the information contained herein and that I am under a continuing obligation from the date of this certification through the date of contract award Borough of Mountain Lakes to notify the Borough of Mountain Lakes in writing of any changes to the information contained herein; that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification, and if I do so, I am subject to criminal prosecution under the law and that it will constitute a material breach of my agreement(s) with the Borough of Mountain Lakes, permitting the Borough of Mountain Lakes to declare any contract(s) resulting from this certification void and unenforceable.			
Full Name (Print):		Title:	
Signature:		Date:	

Part IV – CERTIFICATION OF NON-DEBARMENT: Contractor – Controlled Entities	
Section A	
☐	Below is the name and address of the corporation(s) in which the Organization listed in Part I owns more than 50 percent of voting stock, or of the partnership(s) in which the Organization listed in Part I owns more than 50 percent interest therein, or of the limited liability company or companies in which the Organization listed above in Part I owns more than 50 percent interest therein, as the case may be.
Name of Business Entity	Physical Address
Add additional sheets if necessary	
OR	
☐	The Organization listed above in Part I does not own greater than 50 percent of the voting stock in any corporation and does not own greater than 50 percent interest in any partnership or any limited liability company.

CERTIFICATION CONTINUED ON THE NEXT PAGE

**CERTIFICATION OF NON-DEBARMENT
FOR FEDERAL GOVERNMENT CONTRACTS (CONTINUED)**

Section B (skip if no business entities are listed in Section A of Part IV)			
☐	Below are the names and addresses of any entities in which an entity listed in Part III A owns greater than 50 percent of the voting stock (corporation) or owns greater than 50 percent interest (partnership or limited liability company).		
Name of Business Entity Controlled by Entity Listed in Section A of Part IV	Physical Address		
Add additional Sheets if necessary			
OR			
☐	No entity listed in Part III A owns greater than 50 percent of the voting stock in any corporation or owns greater than 50 percent interest in any partnership or limited liability company.		
Section C - Part IV Certification			
I hereby certify that the Organization listed above in Part I does not own greater than 50 percent of any entity that that is debarred by the federal government from contracting with a federal agency and, if applicable, does not own greater than 50 percent of any entity that in turns owns greater than 50 percent of any entity debarred by the federal government from contracting with a federal agency. I further acknowledge: that I am authorized to execute this certification on behalf of the above-named organization; that the Borough of Mountain Lakes is relying on the information contained herein and that I am under a continuing obligation from the date of this certification through the date of contract award by Borough of Mountain Lakes to notify the Borough of Mountain Lakes in writing of any changes to the information contained herein; that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification, and if I do so, I am subject to criminal prosecution under the law and that it will constitute a material breach of my agreement(s) with the Borough of Mountain Lakes, permitting the Borough of Mountain Lakes to declare any contract(s) resulting from this certification void and unenforceable.			
Full Name (Print):		Title:	
Signature:		Date:	

END OF CERTIFICATION

BOROUGH OF MOUNTAIN LAKES
ACKNOWLEDGMENT OF RECEIPT OF ADDENDA
[Required pursuant with N.J.S.A 40A:11-23.2(e)]

The undersigned Bidder hereby acknowledges receipt of the following Addenda:

Addendum Number	Dated	Acknowledge Receipt (Bidder Initial)

☐ No addenda were received.

Acknowledged for: _____
(Name of Bidder/Company)

By: _____
(Signature of Authorized Representative)

Name: _____
(Print or Type)

Title: _____

Date: _____

TECHNICAL SPECIFICATIONS

BOROUGH OF MOUNTAIN LAKES LEASE OF REAL PROPERTY FOR OPERATION OF WIRELESS COMMUNICATION ANTENNAS AND RELATED FACILITIES, AND WORK RELATED THERETO, AT 400 BOULEVARD, MOUNTAIN LAKES, NEW JERSEY

Should the bidder wish to state any exceptions to the specifications, he must do so on company letterhead attached to the formal bid referring to the section of the specification that the exception is taken. It is mandatory that the bidder list and explain in detail all exceptions or substitutions. The bidder shall explain wholly and thoroughly how the exception meets or exceeds the specification requirement, or if said condition or requirement of the Request for Proposals and technical specifications herein do not apply to the bidder, said bidder shall provide a detailed explanation.

For example, if a bidder's current configuration of installed equipment at the site exceeds the parameters set by this Request for Proposals, in size, quantity or otherwise, then that exception and a reasonable explanation for same must be clearly stated in the bid submission, including by checking Yes at the end of the Technical Specifications to the question "Have any exceptions to the specifications been taken?". All must be neatly printed in ink or typed. Attaching sales information or a specification sheet is not acceptable. The bidder must, however, note on the Proposal Page and the technical specifications that exceptions or substitutions are taken.

The bidder shall provide this information to the bidder and, in this form, allow the Borough of Mountain Lakes to determine if the exception or deviation proposed by the bidder meets or exceeds the specification requirement(s). The Borough of Mountain Lakes shall determine whether an exception meets or exceeds the specification requirement(s). Bidders failing to follow these instructions shall be determined by the Borough Administrator as a non-responsive bid to the specifications and will not be considered for an award.

The Technical Specification Section must be returned as part of the filled-out bid, reflecting compliance with the technical specifications. In addition to the requirement in the above paragraph, the Technical Specification Section must reflect any exception/deviation. Bidders shall indicate in the "Yes/No" column that they understand the technical requirements and will comply if they are the lowest responsive and responsible bidder. Each check in the "No" column must be listed and fully explained as required in No. 6. Where no check is made at a particular paragraph, either Yes or No, it will be considered that the bidder is taking exception to that paragraph. PROPOSALS TAKING TOTAL EXCEPTION TO SPECIFICATIONS WILL NOT BE CONSIDERED AS A RESPONSIVE BID.

If any sections of this Bid Specification Package are in conflict with each other, the provisions of this Technical Specifications section shall prevail.

Item	Requirement	COMPLY? YES	COMPLY? NO
1	The intent of this specification is for the Borough of Mountain Lakes to award one or more contracts for FCC-		

Item	Requirement	COMPLY? YES	COMPLY? NO
	licensed wireless telecommunications companies to lease a portion of Borough-owned property at portion of Block 21 Lot 38, a/k/a 400 Boulevard, Borough of Mountain Lakes, County of Morris, State of New Jersey, to lease tower space at specified tower elevations, for installation of antennas, ancillary tower equipment, and ground based equipment and structures, as well as necessary power and telco utility service, to an existing 150' monopole and roughly _____ s.f. ground compound.		
2	Bidders shall bid on each of the following tower elevations along with associated ground equipment space for the placement of up to 12 of their own antennas along with supporting equipment on the tower and their cabinets and other ground based equipment on the ground space (each a "Bid Item"): (i) 150' centerline + Shelter/Platform with ground equipment space dimensions 150 s.f. (ii) 140' centerline + Shelter/Platform with ground equipment space dimensions 150 s.f. (iii) 130' centerline + Shelter/Platform with ground equipment space dimensions 150 s.f. (iv) 118' centerline + Shelter/Platform with ground equipment space dimensions 476 s.f. (v) 96' centerline + Shelter/Platform with ground equipment space dimensions 48 s.f. The highest bidder for each Bid Item (referred to herein at times as a "successful bidder") shall have the right to select that Bid Item for the placement of its antennas and supporting equipment, and is then not obliged to select any other Bid Item. If a bidder is the highest bidder for more than one Bid Item, then that bidder shall have the right to select the preferred Bid Item for his antennas and supporting equipment among those Bid Items for which bidder is the highest bidder. Subsequent highest bidders, for each Bid Item, in order from highest to lowest bid amount, will then be each given the opportunity to select the applicable Bid Item to install his antennas and supporting equipment, with subsequent bidders having the next highest bid for more than one Bid Item having the right to select the preferred Bid Item.		

Item	Requirement	COMPLY? YES	COMPLY? NO
	This process shall repeat until all Bid Items or all bidders are exhausted, whichever comes first, with their being, at the end of the process, no further Bid Items to select from or no more bidders to award Bid Items to. All bidder's facilities shall be constructed by the bidder at the bidder's expense. Upon meeting all contingencies within the bid specifications, the highest bidder at each elevation shall place up to 12 of their own antennas along with supporting equipment on the tower and ground equipment in the ground space.		
3	NA		
4	NA		
5	Each successful bidder shall be required to enter into a Lease Agreement with the Borough of Mountain Lakes in a form satisfactory to the Borough Attorney and substantially similar to the lease form included herein. Each lease will be for (i) space on the tower for installation of one or more, as applicable, of the aforementioned 12 antennas, along with supporting equipment components, at the applicable selected RAD center from the Bid Items in Item 2 of these Bid Specifications, (ii) where applicable, ground space for cabinets and other supporting equipment, at a location and of the dimensions applicable per the selected location from the Bid Items in Item 2 of these Bid Specifications, (iii) space to run utility conduit and cabling from the antennas to the ground space and from the ground space to sources of power and telecommunications service, and (iv) the non-exclusive right of ingress and egress from the leased space. The commencement date of each lease agreement shall be as defined in Exhibit A Sample Tower and Ground Lease Agreement to this Request for Proposals.		

Item	Requirement	COMPLY? YES	COMPLY? NO
	If a successful bidder is an existing occupant of the Property then Owner may, at Owner's discretion, require said bidder to make rental payments to the Owner until such a time as a new lease is entered into or the Owner specifies otherwise. Each successful bidder shall be responsible for any holdover payments, if applicable, due to bidder's ongoing occupancy of the Property, with settlement of such payments being a condition of entering into a lease agreement pursuant to this request for proposals.		
6	Lease Term & Rent: The initial lease term of each respective successful bidder shall be five (5) years with four (4) five (5) year renewal options for a total of twenty-five (25) years. A \$20,000 Bid Bond must be included with each bidder's bid submission. Bids shall be submitted for an annual base rent of not less than the following amounts for each corresponding Bid Item to be paid to the Borough of Mountain Lakes annually on the anniversary date of the lease commencement or renewal date: (i) \$79,000: 150' centerline (ii) \$74,000: 140' centerline (iii) \$72,000: 130' centerline (i) \$69,000: 118' centerline (ii) \$48,000: 96' centerline The "Rent Commencement Date" shall be as defined in Exhibit A Sample Tower and Ground Lease Agreement		
7	Bidders are hereby notified and advised that there are existing wireless facilities on the property, and this bid is to co-locate on the leased premises with one or more other wireless tenants. The Borough intends to utilize this bid to simultaneously award multiple successful bids for the leasing of tower and ground space on the premises at each applicable Bid Item location. As such, a Lease Agreement entered into with each successful bidder shall specify that the applicable tenant and other tenant(s) of the premises shall, on a pro rata basis (based on the total number of their successful bids), share, divide, allocate, contribute to, and bear responsibility for (i) the cost of making any improvements to the leased premises; (ii) the ownership and depreciation of any improvements to		

Item	Requirement	COMPLY? YES	COMPLY? NO
	the leased premises; (iii) the cost of maintenance, repair, and restoration of the leased premises; (iv) the use of the improvement; (v) application for municipal governmental approvals; and (vi) non-interference with operations of other Tenants. All successful bidders understand and agree that the Borough may, at Borough's sole discretion, perform any repairs or maintenance work necessary to maintain the compound, monopole or any portion of same in a good workmanlike manner or to restore same in the event of damage or disrepair, and that the cost for such repairs, maintenance or restoration shall be borne by the tenants in equal share, and that such reimbursement for costs incurred by the Borough shall be due within 30 days following receipt of an invoice for same. For example, if there are three (3) tenants each having one lease/tower elevation location, each such tenant shall pay one third (1/3) of the costs of any repair, restoration or maintenance performed by the Borough. It is understood that the Borough shall not be responsible for any such repair, construction or maintenance costs, and that all such costs shall be borne by the tenants in equal share.		
8	Said Lease Agreement rights will be given to the successful bidder(s) per the provision of <u>N.J.S.A. 40A:12-14</u> and <u>24</u> , with reservation of the right to reject any and all bids in the sole discretion of the Governing Body of the Borough of Mountain Lakes.		
9	In the event of a tie in bidding between two or more successful bidders for any corresponding Bid Item, the bids shall be awarded by a drawing. The drawing shall be held at the Borough's municipal building on notice to all interested bidders. Prior to the drawing, such tied bidder's names are to be written on a piece of paper, folded, and placed in a hat. The Borough Administrator shall then select from the hat to determine the successful bidder. In the event of any other dispute, disagreement or conflict between bidders, or between bidders and the Owner, or any other matter regarding this Request for Proposal, Owner's decisions and determinations shall control in all instances.		
10	N/A		
11	Construction of facilities by successful bidders shall meet or exceed all applicable codes and regulations, including the		

Item	Requirement	COMPLY? YES	COMPLY? NO
	B.O.C.A. Code. The construction application plans must be signed and sealed by a Professional Engineer licensed in the State of New Jersey. This work shall meet or exceed the below-described minimum specifications. In addition, each successful bidder shall validate and certify in writing, signed and sealed by a Certification of an NJ Licensed Professional Engineer, that the attachment of the antennas shall meet or exceed the minimum safety required, including, but not limited to:		
11a	For each successful bidder, the antenna attachments shall have a rating for one hundred (100) miles per hour wind load or greater, determined by each successful bidder's design engineer.		
11b	All tower attachments shall be rated according to the most recent accepted industry standards to safely hold the equipment of all successful bidders. At the time of this bid solicitation, the most recent accepted industry standards for tower structural safety and construction are contained in TIA-222-H and ASCE-7.		
12	Each successful bidder shall be permitted to install cabinets and ancillary equipment in their respective ground space, if applicable. The Mountain Lakes Borough Engineer shall approve proposed cabinets and supporting components for each successful bidder before installation.		
13	Lighting: The antennas and support attachments shall not be artificially lighted.		
14	Every year, on the anniversary of each lease's respective commencement date, , there shall be a yearly increase in rent of 3.0%.		
15	Abandonment or Termination or Default of a Lease by a successful bidder: Upon termination or abandonment or default of a Lease, at the request of the Borough of Mountain Lakes, such successful bidder shall remove all equipment and improvements, facilities relating to that bidder's telecommunications operation at no cost to the Borough of Mountain Lakes, with the exception of the monopole, ground shelters or platforms, ice bridges, and power meter banks, which shall remain the property of the Borough.		
16	Each successful bidder shall use the premises for the co-location and operation of a wireless communications facility on a portion of Block 21, Lot 38, and for no other purpose. Successful bidders shall, at their expense, comply with all present and future Federal, State, County, and Local laws, ordinances, rules, and regulations (including laws and ordinances relating to health, safety, radio frequency		

Item	Requirement	COMPLY? YES	COMPLY? NO
	emissions, and radiation) in connection with the use, operation, maintenance, construction and or installation of the premises.		
17	A successful bidders' rights to assign or sublease its leasehold interest obtained pursuant to this Request for Proposal shall be as specified in Exhibit A Sample Tower and Ground Lease Agreement		
18	At their own expense, successful bidders shall maintain leased premises and all improvements, equipment, and other personal property in good working order, condition, and repair. In addition, successful bidders shall keep the premises free from debris and anything dangerous, noxious, or offensive of nature which would create a hazard or undue vibration, heat, noise, or interference. Pursuant to Item 7 of these bid specifications, successful bidders shall be responsible for any repair, maintenance and restoration costs whether such repairs, maintenance or restoration are performed by the bidders or by the Borough.		
19	Successful bidders shall not cause electromagnetic interference to other tenants of the property or to the Borough. Should such interference occur, the applicable bidder shall promptly take all necessary action at no cost to the Borough to eliminate the cause of said interference, including, if necessary, removing or relocating equipment causing said interference.		
20	Insurance. During the term of each Lease, successful bidders shall each maintain, or cause to be maintained, in full force and effect at their sole cost and expense, the insurance and limits of insurance as set forth in Exhibit A Sample Tower and Ground Lease attached hereto, insured by insurers licensed to conduct business by the State of New Jersey and with an A- or better rating per Key's Rating Guide.		
21	All policies shall designate the Borough of Mountain Lakes and its officials, elected officials, officers, agents, and employees as additional insured.		
22	Certificates of Insurance for each insurance policy to be maintained by successful bidders shall be filed and maintained with the Borough annually during the term of the Lease.		
23	All insurance policies maintained pursuant to each Lease Agreement shall contain an endorsement requiring at least thirty (30) days of prior written notice shall be given to the Borough by the Insurer of any intention not to renew the such policy or to cancel, replace or materially alter the same.		

Item	Requirement	COMPLY? YES	COMPLY? NO
24	The Borough shall have, at its sole discretion, the option of terminating a Lease if a successful bidder loses their license to provide PCS/cellular services for any reason, including, but not limited to, non-renewal, cancellation, or expiration of their license.		
25	Successful bidders shall collectively provide, at their sole cost and expense, no later than January 1, 2026, to the Borough of Mountain Lakes a signed and sealed structural analysis by a Professional Engineer licensed in the State of New Jersey that clearly states that the tower is and will be structurally sound with the proposed tower antennas and attachments of all successful bidders. Bidders may have a structural analysis completed by a third party who is a licensed structural engineer in the State of New Jersey. The structural analysis shall be based on the equipment configuration as of the lease commencement date of the first lease agreement executed per this Request for Proposal. Each successful bidder shall contribute a an equal pro rata share (based on their total number of successful bids) toward the cost of said structural analysis. Successful bidders shall be responsible, collectively, as part of the lease and ongoing maintenance obligations, for completing the remediation items identified in the Tower Maintenance and Condition Assessment Report (TEP, dated September 22, 2025, attached hereto as Exhibit B). Such items include, without limitation: (i) cleaning and cold-galvanizing corroded flange bolts and antenna mounts; (ii) removal of abandoned coaxial cables and unused hardware; (iii) wire serving of the safety cable tail at the tower base; (iv) tightening loose anchor rod nut locking devices and leveling nuts; and (v) cooperating in any structural analysis and implementing any corrective measures required with respect to the anchor rod leveling nut spacing in excess of TIA-222 standards.		
26	No commercial signs shall be allowed on any antenna, arm array, compound fence, or equipment platform.		
27	The antenna(s), arm array, or platform shall not be artificially lighted.		
28	The Borough assumes no responsibility for bidders' property.		
29	Successful bidders shall be responsible and shall, at their own expense, make all arrangements for electric, telephone service, and each utility's underground construction.		

Item	Requirement	COMPLY? YES	COMPLY? NO
	Successful bidders shall also be responsible, at their own expense, for obtaining and installing its own electric meter. Each successful bidder shall be responsible for its utility expenses.		
30	All successful bidders shall submit a radio frequency emissions health and safety report by a New Jersey Licensed Engineer with their bid indicating that their antennas meet or are below all applicable Federal and State requirements.		
31	Each bidder shall also submit with each bid submission a non-refundable \$5,000 payment to the Borough which shall cover the Borough's consulting fees in regard to this bid specification. This amount is in addition to the Bid Bond specified in Item 6 of these Technical Specifications and amounts specified in Item 4 of these Technical Specifications.		

Bidder's Name (Firm): _____

Have any exceptions to the specifications been taken?

_____ YES

_____ NO

If YES, have you attached them to your bid proposal?

_____ YES

_____ NO

Signature of Authorized Agent

Date

END OF TECHNICAL SPECIFICATIONS

BOROUGH OF MOUNTAIN LAKES
LEASE OF REAL PROPERTY FOR OPERATION OF WIRELESS COMMUNICATION
ANTENNAS AND RELATED FACILITIES AT 400 Boulevard, MOUNTAIN LAKES, NEW
JERSEY
BID PROPOSAL FORM

_____ submits a binding bid proposal for
the below-referenced bid items for an annual rent during the initial term of the following
amounts specified below in Column B for each item:

A		B	C	D
Elevation	Ground Space	Bid Amount Per Year for Initial Term	Current Carrier (for reference only)	Minimum Bid Shall Not Be Less Than the Following:
150'	150 s.f. Shelter/Platform	\$_____/year	Vacant	\$79,000.00
140'	150 s.f. Shelter/Platform	\$_____/year	Vacant	\$74,000.00
130'	150 s.f. Shelter/Platform	\$_____/year	AT&T	\$72,000.00
118'	476 s.f. Shelter/Platform	\$_____/year	Verizon	\$69,000.00
96'	48 s.f. Shelter/Platform	\$_____/year	Dish	\$48,000.00

(Minimum bid shall be not less than the amounts specified in Column D in the above table)

(150' Elevation + 150 s.f. Shelter/Platform - Proposed Annual Rent Amount Written in Words)

(140' Elevation + 150 s.f. Shelter/Platform - Proposed Annual Rent Amount Written in Words)

(130' Elevation + 150 s.f. Shelter/Platform - Proposed Annual Rent Amount Written in Words)

(118' Elevation + 476 s.f. Shelter/Platform - Proposed Annual Rent Amount Written in Words)

(96' Elevation + 48 s.f. Shelter/Platform - Proposed Annual Rent Amount Written in Words)

Name of Bidder (Firm): _____

Signature of Authorized Agent: _____ Date: _____

Printed Name: _____ Position: _____

Address of Company: _____

Witnessed By: _____

Printed Name: _____

Position or Notary: _____

EXHIBIT A

SAMPLE SITE LEASE AGREEMENT

This Ground Lease Agreement (the “**Agreement**”) is made and effective as of the date the last Party executes this Agreement (the “**Effective Date**”), by and between the Borough of Mountain Lakes a New Jersey municipal corporation having a place of business at 400 Boulevard, Mountain Lakes, New Jersey 07046 (“**Landlord**”), and _____ (“**Tenant**,” and together with Landlord, the “**Parties**,” each a “**Party**”).

WITNESSETH:

1. Definitions.

“**Affiliate(s)**” means, with respect to a Party, any person or entity, directly or indirectly, controlling, controlled by, or under common control with such Party, in each case for so long as such control continues. For purposes of this definition, “control” shall mean (i) the ownership, directly or indirectly, or at least fifty percent (50%) of either: (a) the voting rights attached to issued voting shares; or (b) the power to elect fifty percent (50%) of the directors of such entity, or (ii) the ability to direct the actions of the entity.

“**Applicable Law**” means any applicable federal, state or local act, law, statute, ordinance, building code, rule, regulation or permit, or any order, judgment, consent or approval of any Governmental Authority having jurisdiction over the Parties or this Agreement.

“**Governmental Authority**” means any: (i) federal, state, county, municipal, tribal or other local government and any political subdivision thereof having jurisdiction over the Parties or this Agreement; (ii) any court or administrative tribunal exercising proper jurisdiction; or (iii) any other governmental, quasi-governmental, self-regulatory, judicial, public or statutory instrumentality, authority, body, agency, bureau or entity of competent jurisdiction.

“**Improvements**” shall mean the buildings, shelters, antennas, radio heads, cabling, and other equipment and mounting structures of Tenant as well as of the Other Tenants on the Property. Tenant’s own Improvements may be referred to herein as “Tenant’s Improvements”, and may be used interchangeably with the term “Tenant’s Communications Facility”.

“**Installation**” means the installation of Tenant’s Communications Facility at the Property.

“**Leased Area**” shall mean that portion of the Property, including Tower and ground space, leased to the Tenant for the operation of Tenant’s Communications Facility, more particularly described in Exhibit B of this Agreement.

“**Other Tenants**” shall mean the other tenants, other than Tenant, occupying the Tower and ground space on the Property.

“**Property**” means a portion of that certain parcel of real property, which portion is more particularly described in Exhibit A, and which portion consists of a 2340 square foot (36 x 65

foot) area of Block 21, Lot 38, as set forth on the Tax Map of the Borough of Mountain Lakes, County of Morris, State of New Jersey, along with a roughly 20 foot wide non-exclusive easement for access to said parcel.

“Tenant’s Communications Facility” means Tenant’s communications fixtures and related equipment, cables, accessories and improvements, which may include a suitable support structure, associated antennas, equipment shelters or cabinets and fencing, as well as any lines, wires, cables, circuits, conduits, poles, and associated equipment, improvements, fixtures and appurtenances for any utility or similar services, together with any other items, fixtures, improvements, and equipment that Tenant, in its sole and absolute discretion, deems beneficial and/or necessary to Tenant’s Permitted Use of the Property.

“Tower” means the presently existing 165 foot tower/monopole located on the Property.

2. Premises, Term, Rent and Contingencies.

2.1 Premises. Landlord is the Owner of (i) the Property (as defined herein above) located at 400 Boulevard, Mountain Lakes, New Jersey 07046, and as more particularly described in Exhibit A to this Agreement, and (ii) the Tower. Landlord leases to Tenant a portion of Landlord’s Property consisting of an approximately ____ square feet parcel, as more particularly described in **Exhibit B**, as well as space on the Tower at the ____ elevation (collectively, the **“Leased Area”**), together with a non-exclusive right of way and easement for ingress and egress and for the installation of lines, wires, cables, circuits, conduits, poles, and associated equipment, improvements, fixtures and appurtenances for utility and similar services, over, under and along an area extending from the nearest public right of way to the Leased Area (together with any additional easements or rights of way described hereinbelow, the **“Easements”**). Landlord also grants to Tenant: (a) the right to use any available electrical systems and/or fiber presently installed at the Property to support Tenant’s Communications Facility; and (b) any easements reasonably required to operate Tenant’s Communications Facilities, provided that Tenant obtains Landlord’s prior written consent for such easements referenced in this subsection (b), which consent shall not be unreasonably withheld, on, over, under, and across the Property for utilities, fiber, and/or similar services and access to the Leased Area. Landlord agrees that providers of utilities, fiber, and/or similar services may use such Easements and/or available conduit(s) for the installation of any equipment necessary to provide utilities, fiber, and/or similar services to the Leased Area. If the existing utility or fiber sources located within the Property are insufficient for Tenant’s Permitted Use or if Tenant or any utility company or third party provider of services is unable to use the Easements, then Landlord agrees to grant Tenant and/or the applicable utility company and/or third party service provider the right, at Tenant’s sole cost and expense, to install such utility, fiber, and/or similar services on, over and/or under the Property as is necessary for Tenant’s Permitted Use; provided that Landlord and Tenant shall mutually agree on the location of such installation(s).

2.2 Term. This Agreement shall be effective as of the Effective Date. The initial term of this Agreement (the **“Initial Term”**) shall commence as follows: (i) on the Effective Date, if Tenant does not require the installation of any facilities or Improvements, or (ii) upon the commencement of installation Tenant’s Communications Facility, if Tenant needs to install facilities in order to operate its Communications Facility (the **“Commencement Date”**), and will expire 11:59 PM on the day immediately preceding the fifth (5th) anniversary of the

Commencement Date unless terminated sooner, renewed or extended in accordance with this Agreement. Immediately following the Commencement Date, the Parties shall verify in a writing signed by both of them the applicable date designated as the Commencement Date. The Initial Term shall automatically renew for up to four (4) additional terms of sixty (60) months each (each, a “**Renewal Term**” and together with the Initial Term, the “**Term**”). However, Tenant may, in Tenant’s sole and absolute discretion, elect not to renew the lease at the end of the then-current Initial or Renewal Term by giving Landlord written Notice at least ninety (90) days prior to the end of the then-current Term. The Parties agree that, subject to the Contingencies, this Agreement constitutes a binding and valid obligation on each Party and that each Party has vested rights in this Agreement as of the Effective Date.

Notwithstanding anything contained herein, if for any reason whatsoever Landlord is unable to deliver the Leased Area free and clear and ready for occupancy by Tenant as of the Commencement Date, as defined above, then the Commencement Date shall be delayed until such a time as the Landlord is able to deliver the Leased Area free and clear and ready for use by Tenant, provided however that Tenant shall, in that event, be required to pay their equal share, along with all Other Tenants, the sum of \$____ per month between June 1, 2025 and the Commencement Date.

2.3 Rent. Beginning on the Commencement Date and continuing through the term of this Agreement, Tenant shall pay to Landlord (the “**Rent Commencement Date**”) rent for the Leased Area (“**Rent**”) in the amount of _____ and 00/100 Dollars (\$_____) per annum. Subsequent annual Rent payments shall be made on the anniversary of the Commencement Date for each year throughout the term of the Agreement. On each annual anniversary of the Commencement Date, the Rent shall be automatically increased by three percent (3%) of the then-current Rent. Payments shall be delivered to the address designated by Landlord in Section 12.11, or by electronic payment. All payments for any fractional annum shall be prorated based upon the number of days during such annum that the payment obligation was in force (“**Payment Terms**”). Tenant may request receipt of a validly completed IRS approved W-9 form (or its equivalent) prior to paying any Rent or any other amount(s) due under this Agreement.

2.4 Contingencies. The Parties acknowledge and agree that Tenant’s ability to lawfully use the Leased Area is contingent upon Tenant obtaining within 60 days of the Effective Date, all certificates, permits, approvals and other authorizations that may be required by any Governmental Authority in accordance with Applicable Law for its uses of the Property and Tower provided for in this Agreement (collectively, the “**Governmental Approvals**”). Tenant will endeavor to obtain all such Governmental Approvals promptly. Landlord hereby authorizes Tenant, at Tenant’s sole cost and expense, to file and submit for Governmental Approvals. Landlord shall: (a) cooperate with Tenant in Tenant’s efforts to obtain such Governmental Approvals; (b) promptly execute and deliver all documents necessary to obtain and maintain the Government Approvals; and (c) not take any action that would adversely affect Tenant’s ability to obtain and/or maintain the Governmental Approvals. If, within sixty (60) days from the Effective Date: (i) any application for Governmental Approvals is rejected, conditioned, materially delayed or otherwise not approved for any or no reason; or (ii) Tenant determines, in Tenant’s sole and absolute discretion, that such Governmental Approvals cannot be obtained within _90_ days of the Effective Date (clauses (i) and (ii) collectively, the “**Contingencies**”), then, Tenant shall have

the right in its sole and absolute discretion to terminate this Agreement immediately upon Notice to Landlord, without penalty or further obligation to Landlord (or Landlord's affiliates, employees, officers, agents or lenders). If, following the Commencement Date, and through no fault of Tenant, any Governmental Approval issued to Tenant is canceled, expires, lapses or is otherwise withdrawn or terminated by the applicable Governmental Authority, then Tenant shall have the right in its sole and absolute discretion to terminate this Agreement upon ninety (90) days' Notice to Landlord without penalty or further obligation to Landlord (or Landlord's affiliates, employees, officers, agents or lenders). In the event of such termination, Tenant shall be obligated to pay all Rent due under this Agreement from the Rent Commitment Date through the date of such termination. If this Agreement is terminated, this Agreement shall be of no further force or effect (except as set forth to the contrary herein).

2.5 Security Deposit. On or prior to the Effective Date, Tenant shall submit to Landlord a Security Deposit in the amount of \$25,000.00, in the form of cash or a letter of credit, which shall be held by Landlord in a non-interest bearing trust account and returned to Tenant upon Agreement termination with no active defaults by Tenant.

3. Use, Access and Modifications to Tenant's Communications Facility.

3.1 Tenant's Permitted Use. Landlord agrees that Tenant may use the Leased Area for the purpose of the installation, operation, maintenance and management of Tenant's Communications Facility (including, without limitation, the right to transmit and receive radio frequency and other communications signals), which shall include the right to replace, repair, add, or otherwise modify any or all of Tenant's Communications Facility and the frequencies over which Tenant's equipment operates ("**Tenant's Permitted Use**"). Landlord acknowledges and agrees that if radio frequency signage and/or barricades are required by Applicable Law, Tenant shall have the right to install the same on the Property in a location mutually agreed to by the Parties and in accordance with Applicable Law.

3.2 Access. Commencing on the Effective Date and continuing throughout the Term, Tenant, its employees, agents and contractors shall have non-exclusive unrestricted access to the Leased Area 24 hours per day, 7 days per week and at no additional cost or expense to Tenant.

3.3 Modifications to Tenant's Communications Facility. Tenant's initial Installation of Tenant's Communications Facility, as well as any subsequent additions, repairs, replacements, upgrades or other modifications to and the frequencies and technologies utilized in connection therewith, shall be at the discretion and option of Tenant, and at its sole cost and expense. Landlord's prior written consent shall be required for any such subsequent addition, repair, replacement, upgrade or modification to Tenant's Communications Facility, said consent not to be unreasonably conditioned, delayed or withheld. Landlord's prior written consent shall also be required for expansion of Tenant's Leased Area.. Any such expansion of Tenant's Leased Area shall not encroach upon or or violate, any other area or portion of the Property which is subject to a lease between the Landlord and any other tenant of the Property. At Tenant's request, Landlord agrees to enter into an amendment to this Agreement documenting expansion, approved by Landlord, of Tenant's Leased Area, as well as a recordable memorandum.

3.4 Maintenance of Tenant's Communications Facility. Tenant shall provide the Landlord with a minimum of 48 hours advance notice of any proposed maintenance or repairs

to the Leased Area, excluding emergencies where immediate action is required. In the event of such emergencies, the Tenant shall promptly inform the Landlord of the situation and may proceed with necessary actions to mitigate the emergency without prior notice. Failure to provide adequate notice for non-emergency maintenance may result in forfeiture of the right to reimbursement for expenses incurred without Landlord's prior approval.

4. Utilities, Liens and Taxes.

4.1 Utilities. Tenant may, at its sole cost and expense, have its own utility meter for utilities utilized by Tenant installed in a location mutually agreed to by the Parties. Tenant may use and make reasonable modifications to the Property's electrical system to accommodate the electrical requirements of Tenant's Equipment at Tenant's sole cost and expense, provided said reasonable modifications do not interfere with the operations of Other Tenants of the Property. In the event there are any utilities utilized by Tenant which are not separately metered in an account in Tenant's own name ("Common Utilities") the cost of such Common Utilities shall be paid pro rata by Tenant and all Other Tenants, in equal shares as per their number of locations on the Tower.

4.2 Liens. Tenant will use commercially reasonable efforts to prevent any lien from attaching to the Property or any part thereof, or improvements thereon. If any lien is filed purporting to be for labor or material furnished or to be furnished at the request of Tenant, then Tenant, at its sole cost and expense, shall do all acts necessary to discharge such lien by payment, satisfaction or posting of bond within ninety (90) days of receipt of Notice of the same from Landlord; provided, that Tenant may contest any such lien if Tenant provides Landlord with cash or a letter of credit in the amount of said lien as security for its payment within such ninety (90) day period, and thereafter diligently contests such lien. In the event Tenant fails to deposit the aforementioned security with Landlord and fails to pay any lien claim after entry of final judgment in favor of the claimant, then Landlord shall have the right to expend all sums reasonably necessary to discharge the lien claim, and Tenant shall reimburse the Landlord for an amount equal to 125% of all costs incurred by Landlord in discharging the lien claim

4.3 Taxes. Landlord shall pay all real property taxes that accrue against the Property during the Term, provided however, that if any such tax or excise is levied or assessed directly against Tenant, then Tenant shall be responsible for and shall pay the taxing authority. Tenant shall be liable for all taxes against Tenant's personal property or Tenant's fixtures placed in the Leased Area, whether levied or assessed against Landlord or Tenant. Landlord shall reasonably cooperate with Tenant, at Tenant's expense, in any appeal or challenge to Taxes. If, as a result of any appeal or challenge by Tenant, there is a reduction, credit or repayment received by Landlord for any Taxes previously paid by Tenant, Landlord agrees to promptly reimburse to Tenant the amount of said reduction, credit or repayment. If Tenant does not have the standing rights to pursue a good faith and reasonable dispute of any Taxes under this section, Landlord will pursue such dispute at Tenant's sole cost and expense upon written request of Tenant.

5. Interference and Co-Location Obligations.

5.1 Interference. Tenant agrees to use commercially reasonable efforts to ensure that Tenant's Communications Facility does not cause measurable interference, block or otherwise interfere with any transmission or reception ("Interference") with any equipment

installed at the Property or Leased Area by Landlord or any other tenant of the Leased Area as of the Effective Date, or installed thereafter.

5.2 Cost of Making Any Improvements to the Leased Leased Area. Tenant agrees that it, along with all Other Tenants of the Leased Area and/or of any portion of the Tower, shall pay its proportionate share, based on the total number of such tenants including the Tenant ("Pro Rata Share") of the Landlord's reasonable costs and expenses of maintaining the Tower and its supporting facilities on the Property and/or any portion of the Tower, as well as the common shared area of the Property and/or any portion of the Tower. For example, if there are four (4) tenants, each shall pay one fourth (1/4) of such costs. It is the understanding and agreement of Tenant that the Borough shall not be responsible for any such construction or maintenance costs. Notwithstanding the foregoing, each tenant of any portion of the Tower, including the Other Tenants and the Tenant in this Agreement, shall be solely responsible, at its own cost and expense, for the installation in, on and/or about the Improvements of its own antennas, wires, cables, connections, equipment and the like to be installed, maintained, and operated by each (the "Equipment").

Such Pro Rata share of such costs and expenses shall be deemed additional rent and shall be due within 30 days after receipt of notice from the Landlord.

5.3 Ownership and Depreciation of Any Improvements. Notwithstanding the obligation of Tenant and the Other Tenants to pay their proportionate share of the costs of constructing and maintaining the Tower and its supporting facilities, the Tower and its supporting facilities shall be owned by the Landlord. The equipment of each tenant shall be solely owned by such tenant.

5.4 Cost of Maintenance, Repair and Restoration of the Premises. Each tenant, including the Other Tenants and the Tenant per this Agreement, shall pay its Pro Rata Share of the reasonable costs and expenses of maintaining and repairing the Improvements and the Tower, except if the need for repair arises from the acts or omissions of any such tenant or its employees, agents or representatives, in which case the repairs shall be the responsibility and the cost of the such party or in proportion to the comparative responsibility of each such responsible party. Tenant agrees that in no case shall the Landlord be responsible for the maintenance and restoration of the Leased Area. Each of the tenants of the Tower and Property shall, at its own expense, maintain and repair its own Equipment, including antenna array on the Tower.

Landlord may, at Landlord's sole discretion, perform any repairs or maintenance work necessary to maintain the Property and Improvements thereon in a good workmanlike manner or to restore the Property, Tower or Improvements therein in the event of damage or disrepair. In the event Landlord performs repairs or maintenance of the Property or the Improvements therein pursuant to this section, each tenant, including Tenant and the Other Tenants, shall be responsible for an equal share of the applicable repairs and maintenance costs initially born by Landlord. For example, if there are five (5) tenants, each tenant, including the Tenant, shall pay one fifth (1/5) of the costs of any repair and maintenance performed by Landlord. It is the restated understanding of Tenant that the Landlord shall not be responsible for any such repair, construction or maintenance costs, and that all such costs shall be borne by the Tenant and Other Tenants of the Property and Tower, in equal shares.

Upon termination of this Agreement or the failure to exercise an option to renew the same, Tenant agrees that Tenant shall terminate and forfeit all rights to the capital improvements at the site except for its equipment which may be removed from the Leased Area within a reasonable period at Tenant's own cost and expense. In which case, Tenant shall not be entitled to any payment for the capital improvements remaining on the Property or Tower. Tenant agrees to execute any documents necessary to convey and assign over the Improvements to the remaining Other Tenants, and such remaining tenants shall assume the entire liability and obligation for the Improvements, including any removal of Improvements required at the end of the lease term. Tenant agrees to the foregoing terms, which shall apply, as applicable, upon Tenant termination or upon the termination of a lease agreement by such separate tenants of the Property.

In the event that one or more tenants of the Property and/or Tower terminates its lease or does not renew the same at an option period, the remaining tenant or tenants shall have the right to relocate its facility to the terminating tenant's preferred elevation on the Tower. Such remaining tenants' priority to a preferred Tower location shall be in order of the original bid order. Should all such tenants terminate lease agreements with Landlord simultaneously or contemporaneously (within 180 days of each other), Tenant agrees that each tenant, including Tenant of this Agreement, shall pay its Pro Rata Share of the cost of removing the Improvements and restoring the Property.

These costs shall be deemed additional rent and shall be due within 30 days after receipt of notice from the Landlord.

5.5 Use of the Improvements. Each tenant, including the Tenant and the Other Tenants, shall have joint, several and equal use of the Improvements, consistent with the Lease Agreement of each, subject to: (a) the terms and conditions of this Agreement; and (b) such other plans, drawings, and specifications as may be reasonably necessary regarding such Improvements and adequate separation of antennas or other actions to avoid operational interference with the installation of each tenant (the "Drawings"). The tenants of the Tower and Property, including the Tenant and the Other Tenants, shall not unreasonably withhold or delay consent to any new Drawings by any other such tenant. The tenants of the Property will each "sign-off" on the Drawings prior to any installation of Improvements by another tenant. Further, any changes to the Drawings shall require the mutual consent of each tenant, such consent not to be unreasonably withheld or delayed.

5.6 Approvals. The tenants, including Tenant and the Other Tenants, shall reasonably cooperate in preparing, filing and prosecuting a joint application for any Municipal Governmental Approvals as may be required for each tenant's intended use. The highest bidder among all Bid Items of the request for proposals entitled LEASE OF TOWER AND GROUND SPACE FOR OPERATION OF WIRELESS COMMUNICATION ANTENNAS AND RELATED FACILITIES AT 400 Boulevard, MOUNTAIN LAKES, dated _____ 2025, shall be responsible for actually filing the application and diligently and expeditiously leading prosecution of the application to completion, (and any appeal of same if necessary) with the reasonable advice, cooperation and consent of the other tenants, including Tenant and Other Tenants, if applicable. If such tenants disagree regarding the contents or prosecution of the application before any Municipal Agency, the highest bidder shall have the final say on all such decisions, which determination shall be binding on Other Tenants and Tenant. Each tenant, including Tenant and the Other Tenants, shall pay its Pro Rata

Share of application costs and expenses (including reasonable legal fees). Each such tenant shall have the right, without obligation, to appeal any denial by a Governmental Agency. Such appeals shall be governed by Paragraph 7(a) of each such tenants' lease agreement which is incorporated herein by reference.

5.7 Acknowledgement of Other Tenants. Tenant acknowledges that the Other Tenants of the Property have the right to access the Tower, Property and Easements pursuant to separate tower and ground lease agreements. Any disputes between Tenant and any Other Tenant relating to such access, or the exercise of their respective lease rights, shall be resolved exclusively by binding arbitration in accordance with the rules of the American Arbitration Association, and shall not be the basis for any claim or defense against the Landlord.

6. Maintenance and Repair Obligations.

6.1 Landlord Maintenance of Property. Landlord shall not have any obligation to maintain, repair or replace Tenant's Communications Facility except to the extent required due to the negligent acts and/or omissions of Landlord, Landlord's agents, or contractors. In addition, Tenant may take all actions necessary, in Tenant's reasonable discretion, to secure and/or restrict access to Tenant's Communications Facility, subject to Landlord's prior written consent which shall not be unreasonably withheld.

6.2 Tenant Maintenance of Tenant's Communications Facility. Tenant assumes sole responsibility for the maintenance, repair and/or replacement of Tenant's Communications Facility, except as set forth in Section 6.1. Tenant agrees to perform all maintenance, repair or replacement of Tenant's Communications Facility ("**Tenant Maintenance**") in accordance with Applicable Law, and in a good and workmanlike manner. Tenant shall take no action which would result in any size increase of the Leased Area.

7. Surrender and Hold Over.

7.1 Surrender. Except as set forth to the contrary herein, within ninety (90) days following the expiration or termination of this Agreement (the "**Removal Period**"), in accordance with the terms of this Agreement, Tenant will remove Tenant's Communications Facility (excluding footings, pads conduits, pipes, fixtures and improvements to the extent any of the foregoing are installed underground and/or below grade) and surrender the Leased Area to Landlord in a condition similar to that which existed immediately prior to Tenant's Installation together with any additions alteration and improvements to the Leased Area, in either case, normal wear and tear excepted, except for the Tower, which is the sole and exclusive property of the Landlord and which shall remain and not be disturbed during removal of Tenant's Communication Facility. The Parties acknowledge and agree that Rent will not accrue during the Removal Period. However, if Tenant's Communications Facility is not removed during the Removal Period, Tenant will be deemed to be in Hold Over (as defined in Section 7.2 below) until Tenant's Communications Facility is removed from the Leased Area. Tenant shall have the right to access the Leased Area or remove any or all of Tenant's Communications Facility from the Leased Area at any time during the Term or the Removal Period.

7.2 Hold Over. If Tenant occupies the Leased Area beyond the Removal Period without Landlord's written consent ("**Hold Over**"), Tenant will be deemed to occupy the Leased

Area on a month-to-month basis, terminable by either Party on thirty (30) days' written Notice to the other Party. All of the terms and provisions of this Agreement shall be applicable during that period, except that Tenant shall pay Landlord a rental fee equal to the then current monthly Rent applicable at the expiration or termination of the Agreement, prorated for the number of days of such hold over.

8. Default, Remedies and Termination.

8.1 Default. If any of the following events occur during the Term (each a "Default"), then the non-Defaulting Party may elect one or more of the remedies set forth below in this Section 8 or seek any other remedy available: (a) Tenant's failure to make timely payment of any Rent required by this Agreement; (b) failure by either Party to observe or perform any other provision of this Agreement (except for Tenant's failure to pay any Rent) where such failure: (1) continues for a period of thirty (30) days after written Notice thereof from the non-Defaulting Party and the Defaulting Party has failed to cure or commenced the cure of such Default; and/or (2) based upon Tenant's reasonable determination, materially affects Tenant's ability to transmit or receive wireless communications signals to or from the Leased Area; (c) either Party files a petition in bankruptcy or insolvency or for reorganization or arrangement under the bankruptcy laws or under any insolvency act of any state, or admits the material allegations of any such petition by answer or otherwise, or is dissolved or makes an assignment for the benefit of creditors; and/or (d) involuntary proceedings under any such bankruptcy law or insolvency act or for the dissolution of either Party are instituted against either Party, or a receiver or trustee is appointed for all or substantially all of the property of either Party, and such proceeding is not dismissed, or such receivership or trusteeship vacated within sixty (60) days after such institution or appointment.

8.2 Remedies. Upon the occurrence of any uncured Default, the non-Defaulting Party may thereafter terminate this Agreement immediately upon written Notice to the other Party without prejudice to any other remedies the non-Defaulting Party may have at law or in equity.

8.3 Termination. Notwithstanding the provisions of Sections 8.1 and 8.2 hereinabove, Tenant shall have the right to terminate this Agreement without further liability upon thirty (30) days prior written Notice to Landlord due to any one or more of the following: (i) changes in Applicable Law which prohibit or adversely affect, in a material manner, Tenant's ability to operate Tenant's Communications Facility at the Leased Area; (ii) Landlord or a third party installs any structure, equipment, or other item which blocks, hinders, limits, or prevents Tenant from being able to use the Tenant Communications Facility for Tenant's Permitted Use, which installation is not removed or corrected, within 60 days written notice of same to Landlord (or such longer time period if such removal or correction cannot be reasonably effectuated within 60 days), so as to correct or resolve such blockage, hinderance or limitation. Landlord shall have, at its sole discretion, the option of terminating the Agreement if Tenant loses its license to provide cellular services for any reason including, but not limited to, non-renewal, cancellation or expiration of their Federal Communications License to do the same. Tenant shall immediately provide Notice to Landlord of any such non-renewal, cancellation or expiration.

9. Limitation of Liability and Indemnification.

9.1 Limitation of Liability. EXCEPT FOR EACH PARTY'S INDEMNIFICATION OBLIGATIONS SET FORTH BELOW IN THIS SECTION 9, NEITHER PARTY NOR ANY OF ITS AGENTS, CONTRACTORS OR EMPLOYEES, SHALL BE LIABLE TO THE OTHER PARTY OR ANY PERSON CLAIMING THROUGH THAT PARTY FOR ANY EXEMPLARY, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES FOR ANY CAUSE WHATSOEVER, INCLUDING, WITHOUT LIMITATION, CLAIMS CAUSED BY OR RESULTING FROM THE NEGLIGENCE, GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF THAT PARTY, ITS AGENTS, CONTRACTORS OR EMPLOYEES.

9.2 Tenant's Indemnity. Except to the extent caused by the breach of this Agreement by Landlord or the negligent acts or omissions of Landlord, its officers, agents, employees, or contractors, Tenant shall defend, indemnify and hold Landlord and its officers, directors, shareholders, employees, agents and representatives ("**Landlord's Representatives**") harmless from and against any and all claims, demands, litigation, settlements, judgments, damages, liabilities, costs and expenses (including, without limitation, reasonable attorneys' fees) (individually or collectively, a "**Claim**") arising directly or indirectly out of: (i) any act or omission of Tenant, its officers, agents, employees, contractors, or any other person or entity for whom Tenant is legally responsible ("**Tenant's Representatives**"); (ii) a breach of any representation, warranty or covenant of Tenant contained or incorporated in this Agreement; and/or (iii) the generation, possession, use, storage, presence, release, spill, treatment, transportation, manufacture, refinement, handling, production and/or disposal of Hazardous Substances in, on, about, adjacent to, under or near the Leased Area and/or the Property, and/or any contamination of the Leased Area and/or the Property by any Hazardous Substance. Tenant's obligations under this Section 9.2 shall survive the expiration or earlier termination of this Agreement for two (2) years.

9.3 Landlord's Indemnity. Except to the extent caused by the breach of this Agreement by Tenant or the acts or omissions of Tenant or Tenant's Representatives, Landlord shall defend, indemnify and hold Tenant, its officers, directors, shareholders, employees, agents and representatives harmless from and against any and all Claims arising directly or indirectly out of: (i) any negligent act or omission of Landlord, its officers, agents, employees, or contractors; (ii) a breach of any representation, warranty or covenant of Landlord contained or incorporated in this Agreement; Landlord's obligations under this Section 9.3 shall survive the expiration or earlier termination of this Agreement for two (2) years.

9.4 Indemnification Procedure. The Party seeking indemnification (the "**Indemnified Party**") shall promptly send Notice to the Party from whom indemnification is being sought (the "**Indemnifying Party**") of the claim or suit for which indemnification is sought. The Indemnified Party shall not make any admission as to liability or agree to any settlement of or compromise any claim without the prior written consent of the Indemnifying Party. The Indemnified Party shall, at the Indemnifying Party request and expense, give the Indemnifying Party all reasonable assistance in connection with those negotiations and litigation.

10. Insurance.

10.1 Insurance Coverage: Throughout the Term, Tenant shall maintain, at Tenant's sole cost and expense, the following insurance coverage. All such policies shall be endorsed to include Landlord as additional insured:

- i. Worker's Compensation insurance shall be maintained by Tenant in full force during the life of the contract, covering all employees engaged in performance of the contract pursuant to *N.J.S.A. 34:15-12(a)* and *N.J.A.C. 12:235-1.6*. Policy shall ensure coverage for all of the Tenant's employees directly or indirectly engaged in the performance of this Agreement. This insurance shall have an Employer's Liability Insurance limit of not less than \$3,000,000 for Bodily Injury by accident, \$3,000,000 for occupational disease and \$3,000,000 aggregate limit.
- ii. General Liability insurance shall be maintained by Tenant with limits of not less than \$3,000,000 for any one person and \$3,000,000 for any one accident for bodily injury and \$6,000,000 general aggregate for property damage, and shall be maintained in full force during the life of this Agreement. The Commercial General Liability Insurance shall include the Broad Form Property Damage Liability Endorsement, as well as coverage for explosion, collapse and underground (XCU) hazards as completed operations and products liability coverage.
- iii. Automotive Liability insurance covering contractor for claims arising from owned, hired and non-owned vehicles with limits of not less than \$3,000,000 for any one person and \$3,000,000 for any one accident for bodily injury and \$3,000,000 each accident for property damage, shall be maintained in full force during the life of the Agreement.

10.2 Insurance Requirements. All policies required by this Section 10 shall be issued by insurers that are (1) licensed to do business in the state in which the Property are located, and (2) rated A- or better by Best's Key Rating Guide.

10.3 Waiver of Subrogation. To the fullest extent permitted by law, Tenant, for himself and any and all parties claiming under or through him, including, without limitation, his insurers hereby waives, discharges and releases any and all rights of subrogation that may exist or arise in favor of Tenant's insurer(s) against Landlord, and any of Landlord's directors, contractors, agents, employees and affiliates, for any loss, damage, or injury to Tenant's property or to any other party arising from any cause covered by Tenant's insurance policy. This waiver applies regardless of whether the loss, damage, or injury was caused by the negligence or fault of Landlord, its agents, employees, or contractors. THIS RELEASE SHALL APPLY EVEN IF THE LOSS OR DAMAGE IS CAUSED BY THE FAULT OR NEGLIGENCE OF LANDLORD HERETO OR BY ANY PERSON FOR WHICH LANDLORD IS RESPONSIBLE. TENANT AGREES TO NOTIFY ITS INSURANCE CARRIER(S) OF THIS PROVISION.

11. Representations and Warranties.

11.1 Landlord's Representations and Warranties. Landlord represents, warrants and covenants that: (a) Landlord has the right and authority to execute and perform this Agreement; and (b) there are no liens, judgments or other title matters materially and adversely affecting Landlord's title to the Property.

11.2 Tenant's Representations and Warranties. Tenant represents, warrants, and covenants that Tenant has the right and authority to execute and perform this Agreement.

12. Miscellaneous.

12.1 Assignment and Subletting. Tenant shall not sell, assign, sublease or otherwise transfer its rights, interests and obligations under this Agreement, in whole or in part, without the prior written approval of Landlord, which approval shall be in the sole and absolute discretion of Landlord, except that Tenant may assign, sell or transfer its rights, interest and obligations to Tenant's principals, affiliates, subsidiaries, or to any entity which acquires all or substantially all of the Tenant's assets in the wireless communications market because of a merger, acquisition or other business reorganization.

12.2 Rights Upon Sale of Property. Should Landlord, at any time during the Term, sell or transfer all or any part of the Property to a purchaser other than Tenant, such transfer shall be subject to this Agreement and Landlord shall require any such purchaser or transferee to recognize Tenant's rights under the terms of this Agreement in a written instrument signed by Landlord and the third party transferee.

12.3 Subordination and Non-Disturbance. This Agreement shall be subordinate to any mortgage, deed of trust, or other security agreement (each a "**Mortgage**") by Landlord which, from time to time, may encumber all or part of the Property; provided, however, the lender under every such Mortgage shall, in the event of a foreclosure of Landlord's interest, recognize the validity of this Agreement and Tenant's right to remain in occupancy of and have access to the Leased Area, as long as no Default by Tenant exists under this Agreement. If the Property is encumbered by a Mortgage, then Landlord shall, following Tenant's request, make reasonable efforts to obtain and furnish to Tenant a non-disturbance agreement, in recordable form, for each such Mortgage.

12.4 Condemnation. If all or any portion of the Leased Area is condemned, taken by a Governmental Authority or otherwise appropriated by the exercise of the right of eminent domain or a deed or conveyance in lieu of eminent domain (each, a "**Taking**"), either Party hereto shall have the right to terminate this Agreement immediately upon Notice to the other Party. If either Party elects to terminate this Agreement, the Rent set forth herein shall be abated, and Tenant's liability therefor will cease as of the date of such Taking, this Agreement shall terminate as of such date, and any prepaid rent shall be returned to Tenant. If this Agreement is not terminated as herein provided, then it shall continue in full force and effect, and Landlord shall, within a reasonable time after possession is physically taken by the condemning authority restore the remaining portion of the Leased Area to render it reasonably suitable for the uses permitted by this Agreement and the Rent shall be proportionately and equitably reduced. Notwithstanding the foregoing, Landlord shall not be obligated to expend an amount greater than the proceeds received from the condemning authority less all expenses reasonably incurred in connection therewith (including attorneys' fees) for the restoration. All compensation awarded in connection with a Taking shall be the property of Landlord, provided that if allowed under Applicable Law, Tenant may apply for and keep as its property a separate award for the value of Tenant's Communications Facility or other personal property of Tenant.

12.5 Recording. If requested by Tenant, Landlord and Tenant agree to execute a Memorandum of Lease that Tenant may record at Tenant's sole cost and expense. The date set

forth in the Memorandum of Lease is for recording purposes only, and bears no reference to commencement of the Term or rent payments of any kind.

12.6 Force Majeure. Notwithstanding anything to the contrary in this Agreement, neither Party shall be liable to the other Party for nonperformance or delay in performance of any of its obligations under this Agreement due to causes beyond its reasonable control, including, without limitation, strikes, lockouts, pandemics, labor troubles, acts of God, accidents, technical failure governmental restrictions, insurrections, riots, enemy act, war, civil commotion, fire, explosion, flood, windstorm, earthquake, natural disaster or other casualty ("**Force Majeure**"). Upon the occurrence of a Force Majeure condition, the affected Party shall immediately notify the other Party with as much detail as possible and shall promptly inform the other Party of any further developments. Immediately after the Force Majeure event is removed or abates, the affected Party shall perform such obligations with all due speed. Neither Party shall be deemed in default of this Agreement to the extent that a delay or other breach is due to or related to a Force Majeure event. A proportion of the Rent herein reserved, according to the extent that such Force Majeure event shall interfere with the full enjoyment and use of the Leased Area, shall be suspended and abated from the date of commencement of such Force Majeure event until the date that such Force Majeure event subsides. If such Force Majeure event prevents the affected Party from performing its obligations under this Agreement, in whole or in part, for a period of forty-five (45) or more days, then the other Party may terminate this Agreement immediately upon Notice to the affected Party.

12.7 Successors and Assigns. The respective rights and obligations provided in this Agreement shall bind and shall continue to apply for the benefit of the Parties hereto, their legal representative, heirs, successors and permitted assigns.

12.8 Governing Law and Construction. This Agreement shall be construed, governed and enforced in accordance with the laws of the State of New Jersey. The section and paragraph headings contained in this Agreement are solely for reference purposes, and shall not affect in any way the meaning or interpretation of this Agreement.

12.9 Severability. Each provision of this Agreement shall be construed as separable and divisible from every other provision and the enforceability of any one provision shall not limit the enforceability, in whole or in part, of any other provision. If a court or administrative body of competent jurisdiction holds any provision of this Agreement to be invalid, illegal, void or less than fully enforceable as to time, scope or otherwise, such provision shall be construed by limiting and reducing it so that such provision is valid, legal and fully enforceable while preserving to the greatest extent permissible the original intent of the parties; the remaining terms and conditions of this Agreement shall not be affected by such alteration, and shall remain in full force and effect.

12.10 Waiver; Remedies. It is agreed that, except as expressly set forth in this Agreement, the rights and remedies herein provided in case of Default or breach by either Landlord or Tenant are cumulative and shall not affect in any manner any other remedies that the non-breaching Party may have by reason of such default or breach. The exercise of any right or remedy herein provided shall be without prejudice to the right to exercise any other right or remedy provided herein, at law, in equity or otherwise. In addition to, and not in limitation of, the preceding, the Parties acknowledge and agree that there will not be an adequate remedy at law for noncompliance with the provisions of Section 5, and therefore either Party shall have the

right to equitable remedies, including, without limitation, injunctive relief and specific performance.

12.11 Notice. All notices or requests that are required or permitted to be given pursuant to this Agreement must be given in writing by certified US mail (postage pre-paid) with return receipt requested or by courier service (charges prepaid), to the party to be notified, addressed to such party at the address(es) set forth below, or such other address(es), as such Party may have substituted by written notice (given in accordance with this Section 12.11) to the other Party ("**Notice**"). Thereceipt of such Notice will constitute the giving thereof.

If to be given to Landlord:

Borough of Mountain Lakes
Attn: Municipal Clerk
If by courier service:
400 Boulevard
Mountain Lakes, New Jersey 07046

If to be given to Tenant:

If by first-class certified mail:
400 Boulevard
Mountain Lakes, New Jersey 07046

12.12 Entire Agreement. This Agreement sets forth the entire, final and complete understanding between the Parties hereto regarding the subject matter of this Agreement, and it supersedes and replaces all previous understandings or agreements, written, oral, or implied, regarding the subject matter of this Agreement made or existing before the date of this Agreement. Except as expressly provided by this Agreement, no waiver or modification of any of the terms or conditions of this Agreement shall be effective unless in writing and signed by both Parties. Any provision of this Agreement that logically would be expected to survive termination or expiration, shall survive for a reasonable time period under the circumstances, whether or not specifically provided in this Agreement.

12.13 Compliance with Law. Each Party shall, with respect to its actions and/or inactions pursuant to and in connection with this Agreement, comply with all applicable statutes, laws, rules, ordinances, codes and governmental or quasi-governmental orders or regulations (in each case, whether federal, state, local or otherwise) and all amendments thereto, now enacted or hereafter promulgated and in force during the term of this Agreement, a Renewal Term or any extension of either of the foregoing.

12.14 Counterparts. This Agreement may be executed in any number of identical counterparts and, if so executed, shall constitute one agreement, binding on all the Parties hereto, notwithstanding that all the Parties are not signatories to the original or the same counterpart. Execution of this Agreement by facsimile or electronic signature shall be effective to create a binding agreement and, if requested, Landlord and Tenant agree to exchange original signed counterparts in their possession.

12.15 Incorporation of Exhibits. All exhibits referenced herein and attached hereto are hereby incorporated herein in their entirety by this reference.

[Remainder of page intentionally left blank. Signature page follows.]

IN WITNESS WHEREOF, the Parties have caused their duly authorized representatives to execute this Agreement as of the Effective Date.

LANDLORD:

TENANT:

Borough of Mountain Lakes

By: _____

By: _____

Name: _____

Name: _____

Its: _____

Its: _____

Date: _____

Date: _____

EXHIBIT A

LEGAL DESCRIPTION OF PROPERTY

A ____ square foot portion Block 21, Lot 38, in the Borough of Mountain Lakes, County of Morris, State of New Jersey, more particularly described as follows:

EXHIBIT B

LEASED AREA (MAY INCLUDE A SURVEY OR SITE PLAN)

