



**BID SPECIFICATIONS FOR**  
**141 GOULD AVENUE GROUND SPACE**

LEASE OF A PORTION OF REAL PROPERTY  
OWNED BY THE BOROUGH OF NORTH CALDWELL,  
LOCATED AT 141 GOULD AVENUE, NORTH CALDWELL  
ALSO KNOWN AS BLOCK 1200, LOT 39 FOR THE  
PLACEMENT OF WIRELESS COMMUNICATION EQUIPMENT  
ADJACENT TO AN EXISTING WIRELESS COMMUNICATION MONOPOLE AND COMPOUND

**Issue Date:** **November 30, 2023**

**Submission Deadline:** **December 20, 2023**  
**at 11:00 AM**

**SEALED BIDS MUST BE RECEIVED AT:**

Borough of North Caldwell  
Office of the Borough Administrator  
Municipal Building  
141 Gould Avenue  
North Caldwell, New Jersey 07006

Borough of North Caldwell 141  
Gould Avenue  
North Caldwell, NJ 07430

BID: 141 GOULD AVENUE  
GROUND SPACE

**BIDDING DOCUMENTS AND  
INSTRUCTIONS TO BIDDERS**

**FOR THE CONTRACT ENTITLED:**

**Bid 141 Gould Avenue Ground Space – Lease of a portion of real property owned by the Borough of North Caldwell located at 141 Gould Avenue, North Caldwell also known as Block 1200, Lot 39 for the placement of wireless communication equipment adjacent to an existing wireless communications monopole and associated compound.**

**DATE AND TIME OF THE BID OPENING:**

December 20, 2023 at 11 A.M. prevailing time, at the Municipal Building, 141 Gould Avenue, North Caldwell, New Jersey.

**CONTENTS AND BID OPENING CHECKLIST FOR BIDDERS**

<b>PAGE</b>	<b>DESCRIPTION</b>	<b>INCLUDED IN BID DOCUMENT</b>	<b>BIDDER MUST INCLUDE IN BID</b>
<b>4</b>	Published Notice to Bidders	<b>X</b>	
<b>6</b>	Mandatory Affirmative Action Language	<b>X</b>	
<b>8</b>	Mandatory Americans with Disabilities Act Language	<b>X</b>	
<b>9</b>	General Instructions to Bidders	<b>X</b>	
<b>17</b>	No Bid Response Form	<b>X</b>	<b>X</b>
<b>18</b>	Instructions to Bidders	<b>X</b>	<b>X</b>
<b>25</b>	Bid Proposal	<b>X</b>	<b>X</b>
<b>26</b>	Affirmative Action Form	<b>X</b>	<b>X</b>
<b>27</b>	Stockholder or Partnership Disclosure Statement	<b>X</b>	<b>X</b>
<b>30</b>	Non-Collusion Affidavit	<b>X</b>	<b>X</b>
	Acknowledgement of Receipt of Addenda	<b>X</b>	<b>X</b>
	Iran Disclosure	<b>X</b>	<b>X</b>
<b>32</b>	Sample Ground Area Lease Agreement	<b>X</b>	
	Bid Security		<b>X</b>
<b>40</b>	New Jersey Business Registration Certificate *to be supplied prior to execution of Lease Agreement		<b>X</b>

**BOROUGH OF NORTH CALDWELL  
NOTICE TO BIDDERS**

Notice is hereby given that sealed bids will be received by the Borough Administrator of the Borough of North Caldwell in the County of Essex, State of New Jersey, at the Office of the Borough Administrator, located in the Municipal Building at 141 Gould Avenue, North Caldwell, New Jersey on December 20, 2023 at 11:00 a.m., prevailing time, and at that time and place publicly opened and read for the following:

**Bid 141 Gould Avenue Ground Space – Lease of a portion of real property owned by the Borough of North Caldwell located at 141 Gould Avenue, North Caldwell also known as Block 1200, Lot 39 for the placement of wireless communication equipment adjacent to an existing wireless communications monopole and associated compound.**

Plans and specifications and proposal forms are on file and open to public inspection at the Municipal Building, 141 Gould Avenue, North Caldwell, New Jersey.

Each bid must be made on the prescribed forms furnished with the Specifications, including Proposal Form, Bid Bond Guarantee, Acknowledgment of Receipt of Changes to Bid Documents, Stockholder Statement of Ownership, Non-Collusion Affidavit, NJ Business Registration Certificate, Public Works Contractor Registration Certificate, Disclosure of Investment Activities in Iran, and Bid Opening Checklist.

Bid must be accompanied by a Consent of Surety and a Certified Check, Cashier's Check or Bid Bond of not less than ten (10%) percent of the amount bid, and not to exceed \$20,000.00. Bids may be submitted by mail but will be considered only if received on or before such date and time. The Borough assumes no responsibility for bids returned by mail or delivered after the deadline for submission of bids.

The minimum bid, which is equivalent to the annual rent for the first year of the lease, shall not be less than \$300.00 per month. The successful bidder shall enter into a lease agreement with the Borough of North Caldwell.

If in the best interest of the Borough, the highest responsive, responsible bid, as determined by the Borough, will be awarded the right to install on the leased portion of the property its wireless communications equipment. The successful bidder shall be responsible for the design installation of their wireless communications equipment (including all engineering, regulatory, approvals and permits), and maintenance of their wireless communications equipment.

The Borough reserves the right to reject any and all bids or parts thereof and to waive any informality or irregularities, if deemed in the best interests of the Borough. Failure to meet the minimum requirements set forth in the Bid package may result in the Borough disqualifying the bidder from further consideration.

State of New Jersey Labor prevailing wage regulations and standards provisions will apply. Attention is called to the fact that the Contractor must ensure that employees and applicants

for employment are not discriminated against because of their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex.

Bidders are required to comply with the requirements of N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27, and PL 1977, c.33. Bidders are required to comply with the New Jersey Business Registration Certificate Law, P.L. 2004, c. 57. Bidders are required to comply with the Public Works Contractor Registration Act, P.L. 1999, c. 238.

The Borough reserves the right to reject any and all bids, to waive immaterial informalities, and/or to accept the bid which, in the opinion of the Borough, will be in the best interest of the Borough, all in accordance with the New Jersey Public Contract Law N.J.S.A. 40A:11-1 et. seq.

By order of the Borough Council and Borough Administrator of the Borough of North Caldwell.

---

Glenn Domenick  
Borough Administrator

**Mandatory Affirmative Action Language**  
**P.L. 1975, C. 127 (N.J.A.C. 17:27)**

During the performance of this contract, the contractor agrees as follows:

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation. The contractor will take affirmative action to ensure that such applicants are recruited and employed and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause;

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

The contractor or subcontractor, where applicable, will send to each labor union or representative or workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer advising the labor union or workers' representative of the contractor's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The contractor or subcontractor, where applicable, agrees to comply with the regulations promulgated by the Treasurer pursuant to PL 1975, C127, as amended and supplemented from time to time and the Americans with Disabilities Act.

The contractor or subcontractor agrees to inform in writing appropriate recruitment agencies in the area, including employment agencies, placement bureaus, colleges, universities, labor unions, that it does not discriminate on the basis of age, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

The contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the State of New Jersey and as established by applicable Federal Law and applicable Federal Court decisions.

The contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading, and layoff to ensure that all such actions are taken without regard to age, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation, and conform with the applicable employment goals, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal Law and applicable Federal Court decisions.

The contractor and its subcontractors shall furnish such reports or other documents to the Affirmative Action Office as may be requested by the office from time to time in order to carry out the purposes of these regulations and public agencies shall furnish such information as may be requested by the Affirmative Action Office for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code (N.J.A.C. 17:27).

**Americans with Disabilities Act Mandatory Language**  
**Equal Opportunity for Individuals with Disabilities**

The contractor and the Borough of North Caldwell (hereinafter the "Borough") do hereby agree that the provisions of Title II of the Americans with Disabilities Act of 1990 (the "Act"), 42 U.S.C. §12101 et seq., which prohibits discrimination on the basis of disability by public entities in all services, programs, and activities provided or made available by public entities and the rules and regulations promulgated pursuant thereto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the 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 this agreement or otherwise at law.

## GENERAL INSTRUCTIONS TO BIDDER

## 1. DEFINITIONS

“Bidder” shall mean any potential vendor or contractor submitting a response to the bid entitled 141 Gould Avenue Ground Space.

“Successful Bidder” shall mean the lowest qualified, responsible, and responsive Bidder, to whom the Borough of North Caldwell awards the contract at issue.

“Vendor” or “Contractor” shall mean the person or company undertaking the contract at issue.

2. **A Prebid meeting for interested bidders:** ( ) will be held as follows  
(X) will not be held

**3. Bidder inquiry as to details of the specifications may be made of:**

CONTACT PERSON:

Glenn Domenick

ADDRESS:

# Borough Of North Caldwell

141 Gould Avenue

North Caldwell NJ 07006

EMAIL: [gdomenick@northcaldwell.org](mailto:gdomenick@northcaldwell.org)

PHONE NO.: (973) 228-6410x101

FAX: (973) 228-6412

Between the hours of 8:30 a.m. and 4:00 p.m., Monday through Friday

#### 4. Submitting of Bids:

- 4.1 The Borough of North Caldwell, Essex County, New Jersey (hereinafter referred to as the "Borough") invites sealed bids pursuant to the Notice of Bidders.
- 4.2 All bids must be received in original hard copy form in the Municipal Building, 141 Gould Avenue, North Caldwell, New Jersey, 07006 in the Office of the Business Administrator by:

Date: December 20, 2023      Time: 11:00 AM prevailing time



All bids must be submitted in a sealed envelope addressed and marked as follows:

FROM:	TO: Borough of North Caldwell
NAME OF BIDDER	ATTN: Business Administrator
ADDRESS OF BIDDER	141 Gould Avenue
	North Caldwell, NJ 07006

**BID PROPOSAL FOR: 141 GOULD AVENUE GROUND SPACE**

**Bid 141 Gould Avenue Ground Space – Lease of a portion of real property owned by the Borough of North Caldwell located at 141 Gould Avenue, North Caldwell also known as Block 1200, Lot 39 for the placement of wireless communication equipment adjacent to an existing wireless communications monopole and associated compound.**

- 4.3 If bids are sent by regular mail, it will be at the bidder's risk.
- 4.4 No responsibility will attach to any Borough representative for the premature opening of bid not properly addressed and identified.
- 4.5 No interpretation of the meaning of the Specifications or other contract documents will be made to any bidder orally. Every request shall be in writing addressed to the Business Administrator for the Borough of North Caldwell. Such requests must be received at least five (5) business days prior to the opening of the bid.
- 4.6 The sealed envelope, in order to be considered a completed, proper bid, must contain the following on standard proposal forms when provided in this document:
  - i. BID PROPOSAL FORM (STANDARD FORM), complete including total amount of bid and signature.
  - ii. STOCKHOLDER OR PARTNERSHIP DISCLOSURE STATEMENT (STANDARD FORM), completed and signed.
  - iii. NON-COLLUSION AFFIDAVIT (STANDARD FORM), completed, signed and notarized.
  - iv. BID SECURITY (in Section 4) shall be made a part of the bid documents. Failure to provide such documentation will result in rejection of the bid.
  - v. AFFIRMATIVE ACTION FORM, completed and signed.
  - vi. IRAN DISCLOSURE, completed and signed.
  - vii. Other documents as may be indicated on the checklist of the Instruction to Bidder Cover.
  - viii. ACKNOWLEDGEMENT OF RECEIPT OF ADDENDA, completed and signed.
  - ix. The Borough reserves the right to require a complete financial and experience statement from prospective bidders showing that they have satisfactorily completed work of the nature required before furnishing proposal forms or Specifications or before awarding the Contract.
- 4.7 Bidders must submit one original bid package and two copies.

## **5. Bid Security**

The following provisions shall be applicable to this bid and be made a part of the bidding documents:

### **5.1 Bid Guarantee**

Bidder shall submit with the bid a certified check, cashier's check or bid bond in the amount of ten (10%) percent of the first-year bid amount, but not in excess of \$20,000, payable unconditionally to the Borough of North Caldwell. When submitting a Bid Bond, it shall contain Power of Attorney for full amount of Bid Bond from a surety company authorized to do business in the State of New Jersey and acceptable to the Borough. The check or bond of the unsuccessful bidder(s) shall be returned as prescribed by law. The check or bond of the bidder to whom the contract is awarded shall be retained until a contract is executed and the required performance bond or other security is submitted. The check or bond of the Successful Bidder shall be forfeited if the Successful Bidder fails to enter into a contract.

**Failure to submit this shall be cause for rejection of the bid.**

## **6. Interpretation and Addenda:**

- a. No oral interpretation shall be made to any Bidder as to the meaning of any of the contract documents or be effective to modify any of the provisions of the specifications and contract documents.
- b. Any supplemental instructions or requirements will be in the form of a written Addendum which will be forwarded to all prospective bidders on record by Fax and/or email not later than five (5) working days prior to the date fixed for the opening of bids. Failure of any bidder to receive addenda shall not relieve the bidder from any obligation under its bid.
- c. All Addenda issued prior to bid receipt date must also be signed and returned with the bid.
- d. All Addenda issued prior to date of receipt of bids shall become part of the contract documents and included in bid prices.

## **7. Knowledge of Conditions and Requirements:**

- a. The proposal by the Bidder shall be made with full knowledge of the conditions and requirements of the specifications, including physical characteristics above, on and below the surface of the ground. The Borough of North Caldwell shall not assume any responsibility with respect to ascertaining for the Bidder and/or Contractor the facts of these physical characteristics.
- b. The Bidder and/or Contractor shall be held to have made the necessary visits to the Premises as defined herein prior to the time of submission of bids and to have appraised all conditions under which the contract is to be executed.
- c. Each Bidder shall make a careful investigation of the site and shall inform themselves

thoroughly as to the nature of the work and surface and underground conditions. No information furnished by representatives of the Borough upon such matters shall in any way relieve the Bidder from risk or responsibility in fulfilling all of the terms of the contract for the prices bid.

**8. Quotations and Bids:**

- 8.1 Lease amounts should be quoted without any Federal or State taxes, as Municipalities are exempt from such taxes.
- 8.2 Failure of the Bidder to sign the bid in ink or have the signature of an authorized representative or agent on the bid proposal in the space provided may be cause for rejection of the bid.

**9. Brand Names, Standards or Quality, Patents**

- 9.1 The Contractor shall hold and save harmless the Borough, its officers, agents, servants, and employees from any liability of any nature and kind for or on account of the use of any copyrighted or uncopyrighted composition, secret process, patented or unpatented invention or article furnished or used in the performance of this contract.

**10. Award of Bids:**

- 10.1 The Borough reserves the right to reject any or all bids; to waive any minor discrepancies in the bids or specifications when deemed to be in the best interest of the Borough.
- 10.2 The Borough reserves the right to award equal or tie bids at their discretion to any one of the tie bidders to be chosen by fair random drawing.
- 10.3 The Borough reserves the right to award to the highest responsible bidder meeting specifications or to make an award based on the total bid to the bidder whose total sum is the highest monthly rental bid meeting the specifications, and whichever in the awarding authorities' opinion is in the best interest of the Borough. Without limiting the generality of the foregoing, the Borough reserves the right to award a contract based on either option that may be described in the bid proposal or based on any combination thereof.
- 10.4 Should the Bidder, to whom the contract is awarded fail to enter into a contract within ninety (90) days of award, the Borough may then, at its option, accept the bid of the next highest responsible Bidder.

**11. Insurance:**

The Successful Bidder and the Borough (individually each a "Party" and collectively the "Parties") agree that at their own cost and expense, each will maintain commercial general liability insurance with limits not less than \$5,000,000 for general aggregate, \$2,000,000 for injury to or death of one or more persons in any one occurrence and \$2,000,000 for damage or destruction to the building in any one occurrence. The Parties agree to include the other Party as an additional insured. The Parties hereby waive and release any and all rights of action for negligence against the other which may

hereafter arise on account of damage to the Premises as defined hereinor the Property as defined in the Sample Ground Lease attached hereto, resulting from any fire, or other casualty which is insurable under "Causes of Loss - Special Form" property damage insurance or for the kind covered by standard fire insurance policies with extended coverage, regardless of whether or not, or in what amounts, such insurance is now or hereafter carried by the Parties, even if any such fire or other casualty shall have been caused by the fault or negligence of the other Party. These waivers and releases shall apply between the Parties and they shall also apply to any claims under or through either Party as a result of any asserted right of subrogation. All such policies of insurance obtained by either Party concerning the Premises or the Property shall waive the insurer's right of subrogation against the other Party. Specific insurance requirements are outlined in Paragraph 8 of the Sample Ground Area Lease Agreement. The insurance language is intended as a guideline, but the Borough reserves the right to accommodate non-material requests to modify insurance language from Bidders.

**12. Financial and Experience Statement:**

- 12.1 The Borough reserves the right to require a complete financial and experience statement from prospective Bidders, including at a minimum, proof of Federal Communications Commission (FC) licenses, showing that they are licensed and/or have satisfactorily completed work of the nature required before furnishing proposal forms or Specifications or before awarding the contract.
- 12.2 All persons or firms submitting bids shall be required to be engaged in the lines of work required in these specifications or shall be able to refer to work of a similar nature or character performed by them in the past. Corporations submitting proposals shall be authorized to do business in the State of New Jersey.
- 12.3 Prior to the award of the contract by the Borough, the Bidder as well as any indicated Contractor to be employed by the Bidder shall be required to satisfy the Borough that they will promptly provide suitable and proper workmen and all necessary and proper tools, equipment and materials for each of the different kinds of work that is being proposed.

**13. Termination:**

- 13.1 If through any cause the Successful Bidder shall fail to fulfill in a timely and proper manner obligations under this contract or if the Successful Bidder shall violate any of the requirements of this contract, the Borough shall thereupon have the right to terminate this contract by giving written notice to the successful bidder should the successful bidder fail to rectify the situation after reasonable notice.
- 13.2 The Successful Bidder agrees to indemnify and hold the Borough harmless from any liability to subcontractors/suppliers for payment for work performed or goods supplied arising out of the lawful termination of the contract by the Borough under this provision.

**14. Hold Harmless:**

Any Bidder awarded a lease under these specifications shall indemnify and hold harmless the Borough, its officers, employees, agents and servants from and against any and all claims,

demands, suits, actions, recoveries, judgments, costs and expenses including attorney's fees incurred or suffered on account of property damage or loss and/or personal injury, including loss of life, of any person, agency, corporation or governmental entity which shall arise out of the course of or in consequence to any acts or omissions of the Bidder, its employees, agents, servants or subcontractors in the performance of the work pursuant to these specifications or the failure of the Bidder, its employees, agents, servants or subcontractors to comply with any term or condition of these specifications. The Bidder further agrees that this indemnification by the Bidder shall continue after completion of the lease for all claims, demands, suits, actions, recoveries, judgments, costs and expenses, including attorney's fees resulting from acts or omissions of the bidder, its employees, agents, servants or subcontractors which occur prior to the completion of the lease.

**15. Non-Collusion Affidavit:**

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

**16. Statement of Corporate Ownership:**

Chapter 33 of the Public Laws of 1977 provides that no corporation or partnership shall be awarded any contract for the performance of any work or the furnishing of any materials or supplies, unless, prior to the receipt of the bid or accompanying the bid said corporation or partnership, there is submitted a statement setting forth the names and addresses of all stockholders in the corporation or partnership who own a ten (10%) percent or greater interest therein. Said Statement shall be completed and attached to the bid proposal. If any stockholder or partner has been previously convicted of a crime of bribery (or other financial crime), then such bidder shall not be a responsible bidder.

**17. Non-Discrimination:**

There shall be no discrimination against any employee engaged in the work pursuant to any contract resulting from this bid, or against any applicant to such employment because of race, creed, color, national origin or ancestry, sexual or affectional preference or handicap. This provision shall include, but not be limited to the following: employment upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rate of pay or other forms of compensation and selection for training, including apprenticeship. The Contractor shall insert a similar provision in all subcontracts for services to be covered by any contract resulting from this bid.

**18. Statutory and Other Requirements:**

a. Required Affirmative Action Evidence

No Vendor may be awarded a contract unless they comply with the Affirmative Action regulations of P.L. 1975, C. 127 (N.J.A.C. 12:27 et seq).

i. Procurement, Professional and Service Contracts

All successful Vendors must submit prior to the date of award one of the following:

- (a) a letter from the U.S. Department of Labor that the Contractor has an existing federally approved or sanctioned Affirmative Action Program; or
- (b) a Certificate of Employee Information Report approval;

If Vendor does not have either of the above, the public agency is required to provide the Vendor with an initial Affirmative Action Employee Information Report (Form AA-302).

b. Americans with Disabilities Act of 1990

All Vendors must comply with Title II of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101).

c. Alternative Dispute Resolution

All disputes arising under this contract shall be submitted to the alternate dispute resolution procedures of mediation or non-binding arbitration pursuant to *N.J.S.A. 40A:12-1, et seq.*

d. Worker and Community Right to Know:

The manufacturer or supplier of a substance of mixture shall supply the Chemical Abstracts Service number of all the components of the mixture or substance and the chemical name to the Borough to assure that every container bears a proper label 315 "Worker and Community Right to Know Act", subsection b, Section 14. Further all applicable Material Safety Data Sheets (M.S.D.S.), a/k/a, hazardous substance fact sheet, must be furnished to the Borough.

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

It is understood by all Parties that if, during the life of the lease, the Successful Bidder disposes of his/her business concern by acquisition, merger, sale and/or transfer or by any means convey his/her interest(s) to another party, all obligations are transferred to that new party. In this event, the new owner(s) may be required to submit, when required, a performance bond in the amount of one year of then current lease payments.

f. Governing Law, State and Funding:

This contract shall be governed by and construed in accordance with the laws of the State of New Jersey, including the New Jersey Prevailing Wage Act, N.J.S.A. 34:56-27 and the New Jersey Local Lands and Buildings Law, N.J.S.A. 40A:12-1 et seq.

NO BID RESPONSE FOR REASONS CHECKED

- ☐ CANNOT COMPLY WITH SPECIFICATIONS
- ☐ UNABLE TO MEET DELIVERY
- ☐ CANNOT COMPLY WITH TERMS/CONDITIONS
- ☐ DO NOT SELL/MANUFACTURE

WHICH ONES? \_\_\_\_\_

TYPE OF ITEMS INVOLVED \_\_\_\_\_

☐ OTHER [Specify] \_\_\_\_\_

☐ WE DO ☐ WE DO NOT WANT TO REMAIN ON MAILING LIST FOR  
FUTURE PROCUREMENT OF THE TYPE OF ITEMS INVOLVED.

\_\_\_\_\_  
NAME AND ADDRESS OF FIRM

\_\_\_\_\_  
TYPE OR PRINT NAME OF SIGNER

\_\_\_\_\_  
SIGNATURE

----- FOLD HERE -----

SOLICITATION:

**Bid 141 Gould Avenue Ground Space – Lease of a portion of real property owned by the Borough of North Caldwell located at 141 Gould Avenue, North Caldwell also known as Block 1200, Lot 39 for the placement of wireless communication equipment adjacent to an existing wireless communications monopole and associated compound.**

DATE/TIME: \_\_\_\_\_ AT \_\_\_\_\_

----- FOLD HERE -----

FROM:

-----  
AFFIX  
STAMP  
HERE  
-----

TO: Borough of North Caldwell  
ATTN: Glenn Domenick, Borough Administrator  
141 Gould Avenue  
North Caldwell, New Jersey, 07006

## INSTRUCTIONS TO BIDDERS

### 1. INTENT

The intent of these specifications is for the Borough of North Caldwell to be furnished proposals for the lease of an 8' by 11' portion of Borough property adjacent to an existing monopole tower and associated compound located at 141 Gould Avenue also known as Block 1200, Lot 39 on the Tax Map of the Borough of North Caldwell, as set forth on the attached exhibits, hereinafter referred to as "the Premises" for the project identified as:

**Bid 141 Gould Avenue Ground Space – Lease of a portion of real property owned by the Borough of North Caldwell located at 141 Gould Avenue, North Caldwell also known as Block 1200, Lot 39 for the placement of wireless communication equipment adjacent to an existing wireless communications monopole and associated compound.**

The highest Successful Bidder shall be responsible, at its expense, for the design, construction, and maintenance of its ground equipment. The successful bidder, as determined by the Borough, shall enter into a lease with the Borough for the placement its ancillary ground equipment in the 8' by 11' area adjacent to the existing compound. The terms of the lease shall be the bid terms submitted and approved by the Borough.

### 2. SPECIFICATION DETAILS

#### 2.1 Site Plan.

The Premises will consist of a parcel of land, owned by the Borough of North Caldwell located 141 Gould Avenue, also known as Block 1200, Lot 39 and shall consist of a Leased Area of approximately 88 square feet together with access rights of way. Final square footage shall be approved by the Borough, based upon available space and bidder needs. The Successful Bidder, as announced and awarded a contract by the Borough, will lease the Premises "as is" and shall design, construct and maintain its equipment for use in connection with wireless communication transmitting and receiving equipment. Improved Premises to include a crushed stone base for the entire leased area and a fence enclosing the leased area, utilities to the Premises and have the right to construct cabinets within the leased area and any other accessories and related improvements (collectively "Improvements"), within the defined boundaries of the Premises. Access to the Premises shall not interfere with the operations of the Borough. The Successful Bidder will be solely responsible for preparing/clearing the Premises and obtaining all necessary Governmental Approvals to ensure it is suitable for construction of the equipment. Representatives of the Borough shall have access to the work whenever it is in preparation or progress and the Bidder and/or the Contractor shall provide proper facilities for such access and inspection.



Upon Planning Board review and approval, the Successful Bidder(s) shall submit electrical and building permit applications. No improvements, construction, installation or alteration shall be commenced until plans for such work have been approved by the Borough and all necessary permits have been properly obtained by the Successful Bidder. The plans shall include fully dimensioned site plans drawn to scale showing the proposed locations for ground area required; proposed type and height of fencing; proposed landscaping; and the proposed sizing and type of construction materials for all structures, including fencing; and any other details the Borough may request.

## **2.2 Leased Area design.**

The Successful Bidder shall arrange for itself commercial power service and telco entrance facilities. It will be the responsibility of the Successful Bidder to determine the adequacy of the site and subsurface conditions.

## **2.3 State and Federal requirements.**

Successful Bidder's installation shall meet or exceed current standards and regulations of the FAA, the FCC, and any other Agency of the State or Federal government with the authority to regulate communications equipment.

## **2.4 Fencing and landscape.**

The Leased Area as defined in the Sample Ground Lease attached hereto shall be completely enclosed with a fence. The fence shall be at least eight (8) feet high made of a non-translucent composition type fencing to match the existing fencing as much as possible and acceptable to the Borough and shall include a locking security gate. The fencing design shall be submitted for review, and must be approved by the Construction Office, prior to final construction. The need for landscaping is not anticipated for this project. If based on final plans landscaping is desired. The Successful Bidder shall provide landscaping as approved by the Borough Planning Board. The required landscaping may be outside, but in close proximity to, the leased area.

## **2.5 Lighting.**

If lighting is required for the equipment area, the lighting alternatives and design shall cause the least disturbance to the surrounding properties and views, shall only be activated by a manual switch which includes auto-shutoff/timer functionality, and shall be subject to the approval by the Borough.

# **3. TERMS AND CONDITIONS**

## **3.1 Lease agreement.**

The Successful Bidder shall be required to enter into a Lease Agreement with the Borough in substantially the form attached.

### **3.2 Lease Term.**

**3.2.1** The initial lease term(s) shall be *five* (5) years with four (4) *five* (5) year renewal options, for a maximum of twenty-five (25) years.

**3.2.2** Abandonment or termination - upon termination or abandonment of the installation, the Borough shall have the right to require the removal of all improvements and facilities relating to the bidders' operations within 90 days of written notification.

### **3.3 Design and Construction.**

**3.3.1** The project is a municipally sanctioned project involving the lease of a 8' x 11' area and installation of associated wireless communications equipment on Borough owned property. Upon written municipal approval, the Successful Bidder shall be required to apply for all required approvals and permits for its ground equipment. Application will be at the sole cost of the Successful Bidder. Submission of design drawings and permit applications shall occur within 6 months of the site plan approval, unless an extension is granted by the Borough.

The Successful Bidder shall commence construction within 3 months of receipt of building permit and shall have construction completed within six (6) months of receipt of building permit.

### **3.4 Base Rent**

Bids shall be submitted for a minimum annual base rent of not less than three thousand-six hundred (\$3,600.00) dollars.

### **3.5 Use of premises.**

The Successful Bidder shall use the Lease Area as defined in the Sample Ground Lease attached hereto for the construction and operation of communications equipment, including, without limitation, base units and other associated equipment. The Successful Bidder shall coordinate with a municipal communications consultant and engineer to finalize site design. Final site design be submitted to Borough for approval, which shall not be unreasonably withheld. The Successful Bidder, shall at its 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 emissions, and radiation) in connection with the use, operation, maintenance, construction and or installation of the Premises.

### **3.6 Assignment and subletting.**

The Agreement may be sold, assigned or transferred by the Successful Bidder without any approval or consent of the Borough to the Successful Bidder's principal, affiliates, subsidiaries of its principal or to any entity which acquires all or substantially all of Successful Bidder's assets in the market defined by the Federal Communications Commission in which the Property is located by reason of a merger, acquisition or other business reorganization. As to other parties, the Agreement may not be sold, assigned or

transferred without the written consent of the Borough, which such consent will not be unreasonably withheld, delayed or conditioned. No change of stock ownership, partnership interest or control of Successful Bidder or transfer upon partnership or corporate dissolution of Successful Bidder shall constitute an assignment hereunder.

### **3.7 Maintenance, repairs, and utilities.**

The Successful Bidder shall, at its own expense, maintain the Premises and all improvements, its equipment and other personal property on the Premises in good working order, condition and repair. The Successful Bidder shall keep the Premises free from debris and anything dangerous, noxious, or offensive nature or which would create a hazard or undue vibration, heat, noise or interference. The Successful Bidder shall also arrange for its own metered electrical service from the local utility company and shall pay all charges for the electricity and other utilities used by it at this site.

### **3.8 Interference.**

The Successful Bidder shall not cause interference to the radio frequency communications operations of the Borough should any such equipment be installed. Should such interference occur the Successful Bidder shall promptly take all necessary action at no cost to the Borough to eliminate the cause of said interference including, if necessary, removing and/or relocating equipment causing said interference. Additionally, the Borough shall not permit the installation of any future equipment at the site which results in technical interference problems with the Successful Bidder's then existing equipment.

### **3.9 Insurance.**

During the term of Lease, the Successful Bidder shall carry, at its sole cost and expense, the insurance required by Paragraph 8 of the sample ground area lease agreement.

### **3.10 Optional termination.**

The Borough shall have at its sole discretion the option of terminating the Lease if the Successful Bidder loses its licenses to provide communications services for any reason, including, but not limited to, non-renewal, cancellation or expiration of its licenses. The Successful Bidder may terminate the Lease after six (6) months written notice if:

- Changes in Local or State laws and regulations which prevent the Successful Bidder's ability to operate; and/or,
- FCC ruling or regulation which is beyond the control of the Successful Bidder and further renders the Premises unusable; and/or,
- Technical reasons, including but not limited to height of Tower, frequency allocation and/or signal interference renders the site technically unsuitable.

If the Successful Bidder chooses to terminate the lease agreement for any reason, the Successful Bidder shall remove its equipment as outlined above, and the ground space occupied by the successful bidder, shall be available for the Borough to lease to other providers.

### **3.11 Approvals.**

Following the award of a successful bid, a site design visit(s) will be held by the Borough for the purposes of finalizing the installation. Prior to commencing construction, the Successful Bidder shall submit plans and specifications to the Borough Municipal Council for approval. The Borough will as a condition of the lease require formal site plan approval by the Borough Planning Board as provided in the Land Use Code of the Borough. Upon receipt of all required approvals the Successful Bidder shall submit electrical and building permit applications. No improvements, construction, installation or alteration shall be commenced until plans for such work have been approved by the Borough and all necessary permits have been properly obtained by the Successful Bidder. The plans shall include a property survey, fully dimensioned site plan drawn to scale showing the proposed locations for ground area required; type and height of fencing; proposed and existing landscaping; and the proposed sizing and type of construction materials for all structures, including fencing and any other details the Borough may request.

### **3.12 Default and Borough's remedies.**

It shall be a default if the Successful Bidder defaults in the payment or provision of rent or any other sums to the Borough when due, and does not cure such default within fifteen (15) days; or if the successful bidder defaults in the performance of any other covenant or condition and does not cure such other default within thirty (30) days after written notice from the Borough specifying the default complained of; or if the successful bidder abandons or vacates the Premises; or if the Successful Bidder is adjudicated as bankrupt or makes any assignment for benefits to creditors; or if the Successful Bidder becomes insolvent or the Borough reasonably believes itself to be insecure. In the event of a default the Borough shall have the right, at its option, in addition to and not exclusive of any other remedy the Borough may have by operation of law, without further demand or notice, declare the lease at an end.

### **3.13 Damage or destruction of Tower.**

If the Tower or any portion of the Tower is destroyed or damaged so as to materially hinder effective use of the Tower through no fault or negligence of the Successful Bidder, the Successful Bidder may elect to terminate the Lease Agreement upon forty- five (45) days written notice to the Borough. In such event, the Successful Bidder shall promptly remove its antennas and ancillary support equipment and structures from the Premises.

### **3.14 Site Testing.**

Borough acknowledges that the Successful Bidder, at its option and expense, may perform the following due diligence investigations:

1. Title Search
2. Phase One and Two Environmental Inspections
3. Soil Boring Tests
4. Regulatory filing with the Federal Aviation Administration (FAA), if applicable
5. Other reasonable due diligence as authorized by the Borough

#### **4. EXCEPTIONS TO SPECIFICATIONS.**

Each prospective bidder shall explain fully in writing any proposed exceptions and/or deviation from these specifications. These full explanations shall begin below and additional pages may be inserted as appropriate to provide necessary information required keyed to specification paragraphs:

---

---

---

---

---

---

---

---

---

---

---

---

##### **4.1 Collateral Assignment.**

LESSOR hereby (a) consents to the collateral assignment of and granting of a security interest from time to time in favor of any holder of indebtedness borrowed by LESSEE ("Lender"), whether now or hereafter existing, in and to all of LESSEE's right, title and interest in, to and under this Agreement; (b) agrees to simultaneously provide Lender with a copy of any notice of default under the Agreement sent to LESSEE and allow Lender the opportunity to remedy or cure any default as provided for in the Agreement; and (c) agrees to attorn to Lender as if Lender were LESSEE under the Agreement upon the written election of Lender so long as any existing default under the Agreement has been cured as provided thereunder. LESSOR hereby further agrees to permit Lender to remove from the Property any of the collateral in which Lender has been granted a security interest by LESSEE ("Collateral") in accordance with any security documents granted in favor of Lender, provided, however, that Lender shall promptly repair, at Lender's expense, any physical damage to the Property directly caused by said removal.

## **BID PROPOSAL**

TO: Borough of North Caldwell  
ATTN.: Glenn Domenick, Borough Administrator  
141 Gould Avenue  
North Caldwell, New Jersey, 07006

The undersigned bidder(s) declares that he/she has read the Notice to Bidders, Instructions to Bidders, Affidavits and Specifications attached, that he/she has determined the conditions affecting the bid and agrees, if this proposal is accepted, to furnish and deliver the following:

**Bid 141 Gould Avenue Ground Space – Lease of a portion of real property owned by the Borough of North Caldwell located at 141 Gould Avenue, North Caldwell also known as Block 1200, Lot 39 for the placement of wireless communication equipment adjacent to an existing wireless communications monopole and associated compound.**

The bid amount offered per year (*minimum \$3,600.00 per year*) is: \$ \_\_\_\_\_  
(write numerically)

\_\_\_\_\_  
(write bid amount in words) Dollars;

The undersigned is a \_\_\_\_ Corporation under the laws of the State of \_\_\_\_\_  
\_\_\_\_ Partnership  
\_\_\_\_ Individual

having its principal office at:

\_\_\_\_\_

Check List Enclosures

\_\_\_\_ No Bid Response Form  
\_\_\_\_ Non Collusion Affidavit  
\_\_\_\_ Affirmative Action Form  
\_\_\_\_ Stockholder Disclosure

\_\_\_\_ Signed Proposal  
\_\_\_\_ Bid Security  
\_\_\_\_ Iran Disclosure  
\_\_\_\_ Acknowledgement of Receipt of Addenda

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

\_\_\_\_\_  
Address

\_\_\_\_\_  
FED ID. OR SOCIAL SECURITY NO.

\_\_\_\_\_  
TELEPHONE NUMBER

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
FAX NUMBER

\_\_\_\_\_  
TYPE OR PRINT NAME

\_\_\_\_\_  
DATE

\_\_\_\_\_  
TITLE

**REQUIRED EVIDENCE  
AFFIRMATIVE ACTION REGULATIONS  
PUBLIC LAW 1975, C. 127 (N.J.A.C. 17:27)**

If awarded a contract, all procurement and service contractors will be required to comply with the requirements of P.L. 1975, C 127, (N.J.A.C. 17:27). Prior to the date of the award, the Successful Bidder shall present one of the following:

1. A letter from the U.S. Department of Labor that the Successful Bidder has an existing federally approved or sanctioned Affirmative Action Program.

**OR**

2. A Certificate of Employee Information Report Approval.

**OR**

3. If you do not have either of the above, check below:

\_\_\_\_\_ Please send our company an Affirmative Action form for our completion (A.A.302 Affirmative Action Employee Information Report).

---

The following questions must be answered by all successful bidders:

1. Do you have federally approved or sanctioned Affirmative Action Program?

Yes \_\_\_\_

No \_\_\_\_

2. Do you have a State Certificate of Employee Information Report Approval?

Yes \_\_\_\_

No \_\_\_\_

You shall submit a photostatic copy of such certificate.

The undersigned Successful Bidder certifies that he is aware of the commitment to comply with the requirements of P.L. 1975, C 127 (N.J.A.C. 17:27) and agrees to furnish the required documentation pursuant to the law. The successful bidder must be rejected as non-responsible if the Successful Bidder fails to comply with the requirements of P.L. 1975, C 127 (N.J.A.C. 17:27) within the time frame. The Affirmative Action Affidavit for Vendors having less than fifty  
/50) employees is no longer acceptable, a New Jersey Certificate of approval or A.A.302 is required.

\_\_\_\_\_  
Company

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

**STATEMENT OF OWNERSHIP DISCLOSURE**

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 completed, certified to, and included with all bid and proposal submissions. Failure to submit the required information is cause for automatic rejection of the bid or proposal.

Name of

Organization: \_\_\_\_\_

Organization

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

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

- ☐ Sole Proprietorship (skip Parts II and III, execute certification in Part IV)
- ☐ Non-Profit Corporation (skip Parts II and III, execute certification in Part IV)
- ☐ 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 BELOW IN THIS SECTION)**

**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)**

(Please attach additional sheets if more space is needed):

Name of Individual or Business Entity	Home Address (for Individuals) or Business 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

**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 non-corporate 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	Home Address (for Individuals) or Business Address

**Part IV Certification**

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 **<name of contracting unit>** "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 **<type of contracting unit>**\_\_\_\_\_ to notify the **<type of contracting unit>**\_\_\_\_\_ 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 **<type of contracting unit>**\_\_\_\_\_ to declare any contract(s) resulting from this certification void and unenforceable.

Full Name (Print):		Title:	
Signature:		Date:	

## NON-COLLUSION AFFIDAVIT

State of New Jersey

County of \_\_\_\_\_ ss:

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 bid

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

\_\_\_\_\_ relies upon the truth of the statements  
(name of contracting unit)

contained in said Proposal and in the statements contained in this affidavit in awarding the contract for the said project.

I further warrant that no person or selling agency has been employed or retained to solicit or secure such contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except bona fide employees or bona fide established commercial or selling agencies maintained by \_\_\_\_\_.

Subscribed and sworn to

before me this day

\_\_\_\_\_, 20\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
(Type or print name of affiant under signature)

\_\_\_\_\_  
Notary public of  
My Commission expires \_\_\_\_\_  
(Seal)

STATE OF NEW JERSEY -- DIVISION OF PURCHASE AND PROPERTY  
DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN

Quote Number: \_\_\_\_\_

Bidder/Offeror: \_\_\_\_\_

**PART 1: CERTIFICATION**

**BIDDERS MUST COMPLETE PART 1 BY CHECKING EITHER BOX.**

**FAILURE TO CHECK ONE OF THE BOXES WILL RENDER THE PROPOSAL NON-RESPONSIVE.**

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

**PLEASE CHECK THE APPROPRIATE BOX:**

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

**OR**

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

**PART 2: PLEASE PROVIDE FURTHER INFORMATION RELATED TO INVESTMENT ACTIVITIES IN IRAN**

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

**EACH BOX WILL PROMPT YOU TO PROVIDE INFORMATION RELATIVE TO THE ABOVE QUESTIONS. PLEASE PROVIDE THOROUGH ANSWERS TO EACH QUESTION. IF YOU NEED TO MAKE ADDITIONAL ENTRIES, CLICK THE "ADD AN ADDITIONAL ACTIVITIES ENTRY" BUTTON.**

Name \_\_\_\_\_ Relationship to Bidder/Offeror \_\_\_\_\_  
Description of Activities \_\_\_\_\_  
Duration of Engagement \_\_\_\_\_ Anticipated Cessation Date \_\_\_\_\_  
Bidder/Offeror Contact Name \_\_\_\_\_ Contact Phone Number \_\_\_\_\_

ADD AN ADDITIONAL ACTIVITIES ENTRY

Certification: I, being duly sworn upon my oath, hereby represent and state that the foregoing information and any attachments thereto to the best of my knowledge are true and complete. I attest that I am authorized to execute this certification on behalf of the above-referenced person or entity. I acknowledge that the State of New Jersey is relying on the information contained herein and thereby acknowledge that I am under a continuing obligation from the date of this certification through the completion of any contracts with the State to notify the State in writing of any changes to the answers of information contained herein. I acknowledge that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification, and if I do so, I recognize that I am subject to criminal prosecution under the law and that it will also constitute a material breach of my agreement(s) with the State of New Jersey and that the State at its option may declare any contract(s) resulting from this certification void and unenforceable.

Full Name (Print): \_\_\_\_\_ Signature: \_\_\_\_\_  
Title: \_\_\_\_\_ Date: \_\_\_\_\_

## SAMPLE GROUND AREA LEASE AGREEMENT

This Agreement, made this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, between The Borough of North Caldwell with its principal offices at 141 Gould Ave North Caldwell, New Jersey 07006, hereinafter designated LESSOR, and \_\_\_\_\_, a \_\_\_\_\_, hereinafter designated LESSEE. The LESSOR and LESSEE are at times collectively referred to hereinafter as the "Parties" or individually as the "Party".

Whereas, LESSOR is the owner of property having a street address of and designated as Block \_\_\_\_\_, Lot \_\_\_\_\_, located in the Borough of North Caldwell, County of Essex, State of New Jersey (hereinafter referred to as the "Property") The Property is more fully described on Exhibit "A", attached hereto and made a part of this Agreement.

In consideration of the mutual covenants contained herein and intending to be legally bound hereby, the Parties hereto agree as follows:

1. PREMISES. LESSOR hereby leases to the LESSEE \_\_\_\_ sq. ft. of ground space for LESSEE'S ground equipment ("Lease Area"), located at \_\_\_\_\_, NJ, as shown on the Tax Map of North Caldwell as Block \_\_\_\_\_, Lot \_\_\_\_\_, as described in Exhibit "A" (the entirety of LESSOR's property is referred to hereinafter as the "Property"), which shall be located within a square foot parcel of land (the "Land Space"), which LESSEE shall design and maintain on the Premises improvements, personal property and facilities necessary to operate its communications system, including equipment shelters and/or cabinets and related cables and utility lines together with the non-exclusive right ("the Right of Way Easement") for ingress and egress, seven (7) days a week, twenty-four (24) hours a day, on foot or motor vehicle, including trucks, and for the installation and maintenance of utility wires, poles, cables, conduits, and pipes over or along a \_\_\_\_ foot wide right-of-way extending from the nearest public right-of-way, to the Land Space over and through the Property between the Land Space for the installation and maintenance of utility wires, poles, cables, conduits, and pipes. Access to the site shall not interfere with the operations of the Borough of North Caldwell. The existing Compound Area, Land Space, Lease Area and Right of Way Easement are substantially shown in Exhibit "B", attached hereto and made a part hereof demised premises and are collectively referred to hereinafter as the "Premises".

In the event any public utility is unable to use the Right of Way Easement, the LESSOR hereby agrees to grant an additional right-of-way(s) either to the LESSEE or to the public utility at no cost to the LESSEE.

LESSOR hereby grants permission to LESSEE to install, maintain and operate the radio communications equipment described in Exhibit "C" attached hereto.

LESSEE reserves the right to replace the aforementioned equipment with similar and comparable equipment. LESSEE must obtain LESSOR'S prior written approval of such modifications, which shall not be unreasonably withheld.

2. SURVEY. LESSOR also hereby grants to LESSEE the right to survey the Property and Premises

and said survey shall then become Exhibit "D" which shall be attached hereto and made a part hereof, and shall control in the event of boundary and access discrepancies between it and Exhibit "A". Cost for such work shall be borne by the LESSEE.

**3. TERM: RENTAL; ELECTRICAL.**

a. This Agreement shall be approved by the Municipal Council and be effective as of the date of execution by both Parties, provided, however, the initial term shall be for five (5) years and shall commence on the Commencement Date (as hereinafter defined) at which time rental payments shall commence and be due at a total annual rental of \_\_\_\_\_ Dollars (\$\_\_\_\_\_) ("Rent") to be paid in equal monthly installments on the first day of the month, in advance, to LESSOR or to such other person, firm or place as LESSOR may, from time to time, designate in writing at least thirty (30) days in advance of any Rent payment date by notice given in accordance with Paragraph 24 below. The "Commencement Date" shall be the first day of the month after LESSEE is in receipt of all necessary approvals to begin Construction (the "Commencement Date") or 120 days after date of bid. An extension of the 120-day Commencement Date limit may be granted by LESSOR if cause for delay in obtaining necessary approvals is beyond the control of LESSEE and/or if LESSOR deems LESSEE is making a good faith effort to obtain necessary approvals.

Upon agreement of the Parties, LESSEE may pay rent by electronic funds transfer and in such event, LESSOR agrees to provide to LESSEE bank routing information for such purpose upon request of LESSEE.

b. On each annual anniversary of the Commencement Date during the Term or any Renewal Term, Rent shall increase by three percent (3%) of the base Rent for the previous twelve (12) months.

c. LESSOR shall, at all times during the Term, provide electrical service and telephone service access within the Premises. LESSEE shall furnish and install an electrical meter at the Premises for the measurement of electrical power used by LESSEE's installation. LESSEE shall be permitted at any time during the Term, to install, maintain and/or provide access to and use of, as necessary (during any power interruption at the Premises), a stand-by generator source, and all related equipment and appurtenances within the Premises. LESSEE shall have the right to install conduits connecting the temporary power source and related appurtenances to the Premises with the LESSORS approval.

**4. EXTENSIONS.** This Agreement shall automatically be extended for four (4) additional five (5) year terms unless LESSEE terminates it at the end of the then current term by giving LESSOR written notice of the intent to terminate at least six (6) months prior to the end of the then current term. The initial term and all extensions shall be collectively referred to herein as the "Term". If LESSEE shall remain in possession of the Premises at the expiration of the Lease or any Renewal Term without a written agreement, such tenancy shall be deemed a month-to-month tenancy under the same terms and conditions of the Lease until such time as the lease is either renewed or either party cancels the month-to-month tenancy.

**5. TAXES.** LESSEE shall have the responsibility to pay any personal property, real estate taxes,

assessments, or charges owed on the Property which LESSOR demonstrates is the result of LESSEE's use of the Premises and/or the installation, maintenance, and operation of the LESSEE's improvements, and any sales tax imposed on the Rent (except to the extent that LESSEE is or may become exempt from the payment of sales tax in the jurisdiction in which the Property is located), including any increase in real estate taxes at the Property which LESSOR demonstrates arises from the LESSEE's improvements and/or LESSEE's use of the Premises. LESSEE shall be responsible for the payment of any taxes, levies, assessments and other charges imposed including franchise and similar taxes imposed upon the business conducted by LESSEE at the Property. LESSOR shall have the responsibility to pay any personal property, real estate taxes, assessments, or charges owed on the Property and shall do so prior to the imposition of any lien on the Property.

LESSEE shall have the right, at its sole option and at its sole cost and expense, to appeal, challenge or seek modification of any tax assessment or billing for which LESSEE is wholly or partly responsible for payment. LESSOR shall reasonably cooperate with LESSEE at LESSEE's expense in filing, prosecuting, and perfecting any appeal or challenge to taxes as set forth in the preceding sentence, including but not limited to, executing any consent, appeal or other similar document. In the event that as a result of any appeal or challenge by LESSEE, there is a reduction, credit or repayment received by the LESSOR for any taxes previously paid by LESSEE, LESSOR agrees to promptly reimburse to LESSEE the amount of said reduction, credit or repayment. In the event that LESSEE does not have the standing rights to pursue a good faith and reasonable dispute of any taxes under this paragraph, LESSOR will pursue such dispute at LESSEE's sole cost and expense upon written request of LESSEE.

**6. USE: GOVERNMENTAL APPROVALS.**

a. LESSEE shall use the Premises for the purpose of constructing, maintaining, repairing and operating a communications facility and uses incidental thereto. All improvements, equipment, antennas and conduits shall be at LESSEE's expense and their installation shall be at the discretion of the LESSEE in consultation and agreement with the LESSOR. LESSEE shall have the right to replace, repair, add or otherwise modify its utilities, equipment, and/or conduits or any portion thereof and the frequencies over which the equipment operates, whether the equipment, conduits or frequencies are specified or not on any exhibit attached hereto, during the Term in consultation. Modifications of equipment after the initial installation require prior approval of LESSOR, which shall not be unreasonably withheld. It is understood and agreed that LESSEE's ability to use the Premises is contingent upon its obtaining after the execution date of this Agreement all of the certificates, permits and other approvals (collectively the "Governmental Approvals") that may be required by any Federal, State or Local authorities as well as satisfactory and structural analysis which will permit LESSEE use of the Premises as set forth above.

b. A site design visit shall be held by the LESSOR for purposes of finalizing the installation. Prior to commencing construction, the LESSEE shall submit plans and specifications to the Construction Office for approval and the LESSOR will as a condition of the lease require formal site plan approval. LESSEE shall submit electrical and building permit applications to the Borough of North Caldwell. No improvements, construction, installation or alteration shall be commenced until plans for such work have been approved by the Borough and all necessary permits have been properly obtained by the successful bidder. The plans shall include a property survey, fully dimensioned site plan drawn

to scale showing the proposed locations for ground area required; type and height of fencing; proposed and existing landscaping; and the proposed sizing and type of construction materials for all structures, including fencing and any other details the LESSOR may request. The fence shall surround the Land Space and be at least eight (8) feet high made of a non-translucent composition type fencing acceptable to LESSOR, and shall include a locking security gate. If determined that landscaping is required, LESSEE shall provide landscaping as approved by the Borough. The required landscaping may be outside the Land Space.

c. LESSOR shall cooperate with LESSEE in its effort to obtain approvals and shall take no action which would adversely affect the status of the Property with respect to the proposed use thereof by LESSEE. In the event that (i) any of such applications for such Governmental Approvals should be finally rejected; (ii) any Governmental Approval issued to LESSEE is canceled, expires, lapses, or is otherwise withdrawn or terminated by governmental authority; (iii) LESSEE determines that such Governmental Approvals may not be obtained in a timely manner; (iv) LESSEE determines that any structural analysis is unsatisfactory; (v) LESSEE determines that the Premises is no longer technically or structurally compatible for its use, or (vi) LESSEE, in its sole discretion, determines that the use the Premises is obsolete or unnecessary, LESSEE or LESSOR shall have the right to terminate this Agreement. Notice of LESSEE's or LESSOR's exercise of its right to terminate shall be given to either party in writing by certified mail, return receipt requested, and shall be effective one-hundred and eighty (180) days upon the mailing of such notice by LESSEE, or upon such later date as designated by LESSEE. All rentals paid to said termination date shall be retained by LESSOR. Upon such termination, this Agreement shall be of no further force or effect except to the extent of the representations, warranties and indemnities made by each Party to the other hereunder. Otherwise, the LESSEE shall have no further obligations for the payment of rent to LESSOR.

**7. INDEMNIFICATION.** Subject to Paragraph 9, each Party shall indemnify and hold the other harmless against any claim of liability or loss from personal injury or property damage resulting from or arising out of use of the facility that is the subject of this lease.

LESSOR agrees to indemnify, defend, and hold harmless LESSEE and its employees, contractors, or agents from and against any liability or loss arising from this agreement, unless such liability or loss is the result of LESSEE's sole negligence or willful misconduct. LESSEE agrees to indemnify, defend and hold harmless LESSOR and its employees, contractors, or agents from and against any liability or loss arising from this agreement, unless such liability or loss is the result of LESSOR's sole negligence or willful misconduct. The indemnified Party will provide the other Party with prompt, written notice of any claim covered by this indemnification; provided that any failure of the indemnified party to provide any such notice, or to provide it promptly, shall not relieve the other Party from its indemnification obligation in respect of such claim, except to the extent the other Party can establish actual prejudice and direct damages as a result thereof. The indemnified Party will cooperate appropriately with the other Party in connection with the other Party's defense of such claim. The other Party shall defend any indemnified Party, at the indemnified Party's request, against any claim with counsel reasonably satisfactory to the indemnified Party. The other Party shall not settle or compromise any such claim or consent to the entry of any judgment without the prior written consent of the indemnified Party and without an unconditional release of all claims by the indemnified Party.

## 8. INSURANCE.

LESSEE shall maintain during the life of this Agreement, insurance policies of the type and with the limits indicated below. LESSEE shall provide evidence of proof of insurance no later than fifteen (15) days prior to the Commencement Date of this Agreement.

### a. Policy and Limit Guidelines as follows:

- i. Workers Compensation insurance as required by Statute and further states where work is being performed. The LESSEE shall also have and maintain Employers Liability Insurance.
- ii. Commercial General Liability insurance coverage, written on an occurrence basis on ISO CGL form 00 01 or equivalent. Limits of liability shall be the following:

\$5,000,000	General Aggregate
\$2,000,000	Products/Completed Operations Aggregate
\$2,000,000	Personal Injury and Advertising Injury
\$2,000,000	Each Occurrence Combined Single Limit for Bodily Injury and Property Damage to include:

1. Premises/Operations
  2. Elevators
  3. Independent Contractors
  4. Contractual liability coverage.
  5. Broad form property damage liability including completed operations.
  6. Coverage for liability arising from explosion, collapse and underground damage, if blasting or excavating is to be done.
  7. Personal injury coverage, including coverage for liability arising from false arrest, malicious prosecution, willful detention, libel, slander, defamation of character, invasion of privacy and wrongful egress or entry.
  8. Products and completed operations for a period of two (2) years from substantial completion.
- iii. Commercial Automobile Liability insurance covering the use of all owned, non owned, hired or leased automobiles with limits of liability of \$1,000,000 combined singles limit for bodily injury and property damage. Coverage should include uninsured and underinsured motorist at limits equal to the minimum statutory limits.
  - iv. Umbrella/Excess insurance policy written on an occurrence basis with combined single limits of "see below" as "Follow Form" excess of the Employer's Liability, Commercial General Liability and Commercial Automobile Liability insurance policies required herein. The LESSEE may use any combination of primary and excess insurance to meet the total limits required.



<u>Project Cost</u>	<u>Umbrella/Excess Limit</u>
<u>\$100,000 and below</u>	<u>\$1,000,000</u>
<u>Over \$100,000 to \$250,000</u>	<u>\$2,000,000</u>
<u>Over \$250,000 to \$500,000</u>	<u>\$3,000,000</u>
<u>Over \$500,000 to \$1,000,000</u>	<u>\$5,000,000</u>
<u>Over \$1,000,000</u>	<u>\$10,000,000</u>

v. Additional Requirements as Follows:

1. Certificates shall be furnished to the Borough of North Caldwell. Contractor shall provide written notice to Borough of North Caldwell of cancellation or non-renewal of any required coverage that is not replaced. These certificates must be received 30 days prior to the commencement of work.
2. The coverage provided by the LESSEE shall be primary and the LESSOR's coverage will be non-contributory.
3. All required commercial general and auto liability insurance shall include the Borough of North Caldwell, their officers, agents, officials, employees as additional insured.
4. Except as modified by the Borough of North Caldwell in writing, the insurance requirements herein shall also apply to Subcontractors and to the Subcontractor(s) while working hereunder and the Contractor will be responsible for supervision of the filing of certificates prior to any Subcontractor(s) commencing work on the project. All insurance coverage's evidenced by the contractor in accordance with this contract shall be from A.M. Best's rated A-7 or better Insurance Company eligible to do business in New Jersey.
5. All proof of insurance submitted to the Borough of North Caldwell shall clearly set forth all required extensions of coverage.

In the event that the LESSEE provides evidence of insurance in the form of certificates of insurance, valid for a period of time less than the period during which the LESSEE is required by the terms of this Agreement to maintain insurance, said certificates are acceptable, but the LESSEE shall be obligated to renew coverage as necessary and to provide new certificates of insurance so that the Borough of North Caldwell is continuously in possession of evidence of the LESSEE's insurance in accordance with the foregoing provisions.

In the event the LESSEE fails or refuses to renew its insurance policy, or the policy is canceled, terminated or modified so that the insurance does not meet the requirements of this subsection, the Borough of North Caldwell may terminate this lease agreement.

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 eligible to do business in the State of New

Jersey and shall include the Borough of North Caldwell as an additional insured.

Self-insured contractors shall submit an affidavit attesting to their self-insured coverage and shall include the Borough of North Caldwell as an additional insured.

9. LIMITATION OF LIABILITY. Except for indemnification pursuant to paragraph 7, neither Party shall be liable to the other, or any of their respective agents, representatives, employees for any lost revenue, lost profits, loss of technology, rights or services, incidental, punitive, indirect, special or consequential damages, loss of data, or interruption or loss of use of service, *even* if advised of the possibility of such damages, whether under theory of contract, tort (including negligence), strict liability or otherwise.

10. TERMINATION. Notwithstanding anything to the contrary contained herein, provided LESSEE is not in default hereunder beyond applicable notice and cure periods, LESSEE shall have the right to terminate this Agreement upon the annual anniversary of the Commencement Date provided that six (6) months prior notice is given to LESSOR.

11. ACCESS TO LEASED AREA. LESSOR agrees the LESSEE shall have access to the Leased Area at all times for the purpose of installing and maintaining said equipment as set forth on Exhibit B that must be adhered to or access will be denied. LESSOR shall furnish LESSEE with necessary means of access for the purpose of ingress and egress to this site location. It is agreed, however, that only authorized engineers, employees or properly authorized contractors of LESSEE or persons under their direct supervision will be permitted to enter said premises.

12. INTERFERENCE. LESSEE agrees to install equipment of the type and frequency which will not cause harmful interference which is measurable in accordance with then existing industry standards to any equipment of LESSOR or other LESSEES of the Property which existed on the Property prior to the date this Agreement is executed by the Parties. In the *event* any after-installed LESSEE's equipment causes such interference, for a period in excess of ninety (90) days after LESSOR has notified LESSEE in writing of such interference, LESSEE will take all commercially reasonable steps necessary to correct and eliminate the interference, including but not limited to, at LESSOR's option, powering down such equipment and later powering up such equipment for intermittent testing. In no *event* will LESSOR be entitled to terminate this Agreement or relocate the equipment as long as LESSEE is making a good faith *effort* to remedy the interference issue. LESSOR agrees that LESSOR and/or any other tenants of the Property who currently have or in the future take possession of the Property will be permitted to install only such equipment that is of the type and frequency which will not cause harmful interference which is measurable in accordance with then existing industry standards to the then existing equipment of LESSEE. The Parties acknowledge that there will not be an adequate remedy at law for noncompliance with the provisions of this Paragraph and therefore, either Party shall have the right to equitable remedies, such as, without limitation, injunctive relief and specific performance. It is understood that in any dispute arising out of the definition of harmful under industry standards the LESSOR will conduct a good faith evaluation and will make the sole determination if harm has been caused or is likely to occur.

13. REMOVAL AT END OF TERM. LESSEE shall, upon expiration of the Term, or within ninety (90)

days after any earlier termination of the Agreement, remove its equipment, conduits, fixtures and all personal property and restore the Premises to its original condition, reasonable wear and tear and casualty damage excepted. LESSOR agrees and acknowledges that all of the equipment, conduits, fixtures and personal property of LESSEE shall remain the personal property of LESSEE and LESSEE shall have the right to remove the same at any time during the Term, whether or not said items are considered fixtures and attachments to real property under applicable Laws. If such time for removal causes LESSEE to remain on the Premises after termination of this Agreement, LESSEE shall pay Rent at the then existing monthly rate or on the existing monthly pro-rata basis if based upon a longer payment term, until such time as the removal of the equipment, fixtures and all personal property are completed.

**14. HOLDOVER.** LESSEE has no right to retain possession of the Premises or any part thereof beyond the expiration of that removal period set forth in Paragraph 13 herein, unless the Parties are negotiating a new lease or lease extension in good faith. In the event that the Parties are not in the process of negotiating a new lease or lease extension in good faith, LESSEE holds over in violation of Paragraph 13 and this Paragraph 14, then the Rent then in effect payable from and after the time of the expiration or earlier removal period set forth in Paragraph 13 shall be equal to the Rent applicable during the month immediately preceding such expiration or earlier termination.

**15. RIGHTS UPON SALE.** Should LESSOR, at any time during the Term decide (i) to sell or transfer all or any part of the Property to a purchaser other than LESSEE, or (ii) to grant to a third party by easement or other legal instrument an interest in and to that portion of the Property occupied by LESSEE, or a larger portion thereof, for the purpose of operating and maintaining communications facilities or the management thereof, such sale or grant of an easement or interest therein shall be under and subject to this Agreement and any such purchaser or transferee shall recognize LESSEE's rights hereunder under the terms of this Agreement. To the extent that LESSOR grants to a third party by easement or other legal instrument an interest in and to that portion of the Property occupied by LESSEE for the purpose of operating and maintaining communications facilities or the management thereof and in conjunction therewith, assigns this Agreement to said third party, LESSOR shall not be released from its obligations to LESSEE under this Agreement, and LESSEE shall have the right to look to LESSOR and the third party for the full performance of this Agreement.

**16. QUIET ENJOYMENT.** LESSOR covenants that LESSEE, on paying the Rent and performing the covenants herein, shall peaceably and quietly have, hold and enjoy the Premises.

**17. TITLE.** LESSOR represents and warrants to LESSEE as of the execution date of this Agreement, and covenants during the Term that LESSOR is seized of good and sufficient title and interest to the Property and has full authority to enter into and execute this Agreement. LESSOR further covenants during the Term that there are no liens, judgments or impediments of title on the Property, or affecting LESSOR's title to the same and that there are no covenants, easements or restrictions which prevent or adversely affect the use or occupancy of the Premises by LESSEE as set forth above.

**18. INTEGRATION.** It is agreed and understood that this Agreement contains all agreements, promises and understandings between LESSOR and LESSEE and that no verbal or oral agreements, promises or understandings shall be binding upon either LESSOR or LESSEE in any dispute, controversy

or proceeding at law, and any addition, variation or modification to this Agreement shall be void and ineffective unless made in writing signed by the Parties and approved by the Borough Municipal Council. In the event any provision of the Agreement is found to be invalid or unenforceable, such finding shall not affect the validity and enforceability of the remaining provisions of this Agreement. The failure of either Party to insist upon strict performance of any of the terms or conditions of this Agreement or to exercise any of its rights under the Agreement shall not waive such rights and such Party shall have the right to enforce such rights at any time and take such action as may be lawful and authorized under this Agreement, in law or in equity.

**19. GOVERNING LAW.** This Agreement and the performance thereof shall be governed, interpreted, construed and regulated by the Laws of the State of New Jersey.

**20. ASSIGNMENT.** This Agreement may be sold, assigned or transferred by the LESSEE without any approval or consent of the LESSOR to the LESSEE's principal, affiliates, subsidiaries of its principal or to any entity which acquires all or substantially all of LESSEE's assets in the market(s) defined by the Federal Communications Commission in which the Property is located by reason of a merger, acquisition or other business reorganization. As to other parties, this Agreement may not be sold, assigned or transferred without the written consent of the LESSOR, which such consent will not be unreasonably withheld, delayed or conditioned. No change of stock ownership, partnership interest or control of LESSEE or transfer upon partnership or corporate dissolution of LESSEE shall constitute an assignment hereunder.

**21. NOTICES.** All notices hereunder must be in writing and shall be deemed validly given if sent by certified mail, return receipt requested or by commercial courier, provided the courier's regular business is delivery service and provided further that it guarantees delivery to the addressee by the end of the next business day following the courier's receipt from the sender, addressed as follows (or any other address that the Party to be notified may have designated to the sender by like notice):

LESSOR:  
Borough of North Caldwell  
141 Gould Ave  
North Caldwell, New Jersey 07006

LESSEE:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Notice shall be effective upon actual receipt or refusal as shown on the receipt obtained pursuant to the foregoing.

**22. SUCCESSORS.** This Agreement shall extend to and bind the heirs, personal representative, successors and assigns of the Parties hereto.

**23. RECORDING.** LESSOR agrees to execute a Memorandum of this Lease Agreement which LESSEE

may record with the appropriate recording officer, in substantially the form attached hereto as Exhibit "E". The date set forth in the Memorandum of Lease is for recording purposes only and bears no reference to commencement of either the Term or Rent payments. Should the Property be encumbered by any mortgage or deed of trust, LESSOR agrees to assist LESSEE in obtaining a non-disturbance and attornment document.

**24. DEFAULT.**

a. In the event there is a breach by LESSEE with respect to any of the provisions of this Agreement or its obligations under it, including the payment of Rent, LESSOR shall give LESSEE written notice of such breach. After receipt of such written notice, LESSEE shall have fifteen (15) days in which to cure any monetary breach and thirty (30) days in which to cure any non-monetary breach, provided LESSEE shall have such extended period as may be required beyond the thirty (30) days if the nature of the cure is such that it reasonably requires more than thirty (30) days and LESSEE commences the cure within the thirty (30) day period and thereafter continuously and diligently pursues the cure to completion. LESSOR may not maintain any action or effect any remedies for default against LESSEE unless and until LESSEE has failed to cure the breach within the time periods provided in this Paragraph.

b. In the event there is a breach by LESSOR with respect to any of the provisions of this Agreement or its obligations under it, LESSEE shall give LESSOR written notice of such breach. After receipt of such written notice, LESSOR shall have thirty (30) days in which to cure any such breach, provided LESSOR shall have such extended period as may be required beyond the thirty (30) days if the nature of the cure is such that it reasonably requires more than thirty (30) days and LESSOR commences the cure within the thirty (30) day period and thereafter continuously and diligently pursues the cure to completion. LESSEE may not maintain any action or effect any remedies for default against LESSOR unless and until LESSOR has failed to cure the breach within the time periods provided in this Paragraph.

**25. REMEDIES.** Upon a default, the non-defaulting Party may at its option (but without obligation to do so), perform the defaulting Party's duty or obligation on the defaulting Party's behalf, including but not limited to the obtaining of reasonably required insurance policies. The costs and expenses of any such performance by the non-defaulting Party shall be due and payable by the defaulting Party upon invoice therefor. In the event of a default by either Party with respect to a material provision of this Agreement, without limiting the non-defaulting Party in the exercise of any right or remedy which the non-defaulting Party may have by reason of such default, the non defaulting Party may terminate the Agreement and/or pursue any remedy now or hereafter available to the non-defaulting Party under the Laws or judicial decisions of the State of New Jersey.

**26. ENVIRONMENTAL LAWS.** LESSOR and LESSEE shall comply with all federal, state and local laws in connection with any substances brought onto the Property that are identified by any law, ordinance or regulation as hazardous, toxic or dangerous (collectively, the "Hazardous Substances"). Tenant agrees to be responsible for all losses or damage caused by any Hazardous Substances that it may bring onto the Property and will indemnify LESSOR for all such losses or damages. LESSOR agrees to be responsible for all losses or damage caused by any Hazardous Substances on or entering the Property,

except those brought onto the Property by LESSEE, and will indemnify LESSEE for all such losses or damages including the cost of any investigation or remediation, or other actions required to comply with applicable law. LESSOR represents that it has no knowledge of any Hazardous Substances on the Property.

**27. CASUALTY.** In the event of damage by fire or other casualty to the Premises that cannot reasonably be expected to be repaired within forty-five (45) days following same or, if the Property is damaged by fire or other casualty so that such damage may reasonably be expected to disrupt LESSEE's operations at the Premises for more than forty-five (45) days, then LESSEE may, at any time following such fire or other casualty, provided LESSOR has not completed the restoration required to permit LESSEE to resume its operation at the Premises, terminate this Agreement upon fifteen (15) days prior written notice to LESSOR. Any such notice of termination shall cause this Agreement to expire with the same force and effect as though the date set forth in such notice were the date originally set as the expiration date of this Agreement and the Parties shall make an appropriate adjustment, as of such termination date, with respect to payments due to the other under this Agreement. Notwithstanding the foregoing, the Rent shall abate during the period of repair following such fire or other casualty in proportion to the degree to which LESSEE's use of the Premises is impaired.

**28. CONDEMNATION.** In the event of any condemnation of all or any portion of the Property, this Agreement shall terminate as to the part so taken as of the date the condemning authority takes title or possession, whichever occurs first. If as a result of a partial condemnation of the Premises, LESSEE, in LESSEE's sole discretion, is unable to use the Premises for the purposes intended hereunder, or if such condemnation may reasonably be expected to disrupt LESSEE's operations at the Premises for more than forty-five (45) days, LESSEE may, at LESSEE's option, to be exercised in writing within fifteen (15) days after LESSOR shall have given LESSEE written notice of such taking (or in the absence of such notice, within fifteen (15) days after the condemning authority shall have taken possession) terminate this Agreement as of the date the condemning authority takes such possession. LESSEE may on its own behalf make a claim in any condemnation proceeding involving the Premises for losses related to the equipment, conduits, fixtures, its relocation costs and its damages and losses (but not for the loss of its leasehold interest). Any such notice of termination shall cause this Agreement to expire with the same force and effect as though the date set forth in such notice were the date originally set as the expiration date of this Agreement and the Parties shall make an appropriate adjustment as of such termination date with respect to payments due to the other under this Agreement. If LESSEE does not terminate this Agreement in accordance with the foregoing, this Agreement shall remain in full force and effect as to the portion of the Premises remaining, except that the Rent shall be reduced in the same proportion as the rentable area of the Premises taken bears to the total rentable area of the Premises. In the event that this Agreement is not terminated by reason of such condemnation, LESSOR shall promptly repair any damage to the Premises caused by such condemning authority.

**29. SUBMISSION OF AGREEMENT/PARTIAL INVALIDITY/AUTHORITY.** The submission of this Agreement for examination does not constitute an offer to lease the Premises and this Agreement becomes effective only upon the full execution of this Agreement by the Parties. If any provision herein is invalid, it shall be considered deleted from this Agreement and shall not invalidate the remaining provisions of this Agreement. Each of the Parties hereto warrants to the other that the person or persons executing this Agreement on behalf of such Party has the full right, power and authority to

enter into and execute this Agreement on such Party's behalf and that no consent from any other person or entity is necessary as a condition precedent to the legal effect of this Agreement.

**30.    APPLICABLE LAWS.** During the Term, LESSEE shall maintain the Property and all structural elements of the Premises in compliance with all applicable laws, rules, regulations, ordinances, directives, covenants, easements, zoning and land use regulations, and restrictions of record, permits, building codes, and the requirements of any applicable fire insurance. underwriter or rating bureau, now in effect or which may hereafter come into effect (including, without limitation, the Americans with Disabilities Act and laws regulating hazardous substances) (collectively "Laws"). LESSEE shall, in respect to the condition of the Premises and at LESSEE's sole cost and expense, comply with (a) all Laws relating solely to LESSEE's specific and unique nature of use of the Premises; and (b) all building codes requiring modifications to the Premises due to maintenance of common elements of the Premises, as well as the improvements being made by LESSEE in the Premises.

**31.    SURVIVAL.** The provisions of the Agreement relating to indemnification from one Party to the other Party shall survive any termination or expiration of this Agreement. Additionally, any provisions of this, Agreement which require performance subsequent to the termination or expiration of this Agreement shall also survive such termination or expiration.

**32.    CAPTIONS.** The captions contained in this Agreement are inserted for convenience only and are not intended to be part of the Agreement. They shall not affect or be utilized in the construction or interpretation of the Agreement.

IN WITNESS WHEREOF, the Parties hereto have set their hands and affixed their respective seals the day and year first above written.

WITNESS	LESSOR:
<hr/>	
Name:	Mayor
Date:	

WITNESS	LESSEE
<hr/>	
Name:	Name:
Date:	Title:

## EXHIBIT A DESCRIPTION OF PROPERTY

### Page 1 of 2

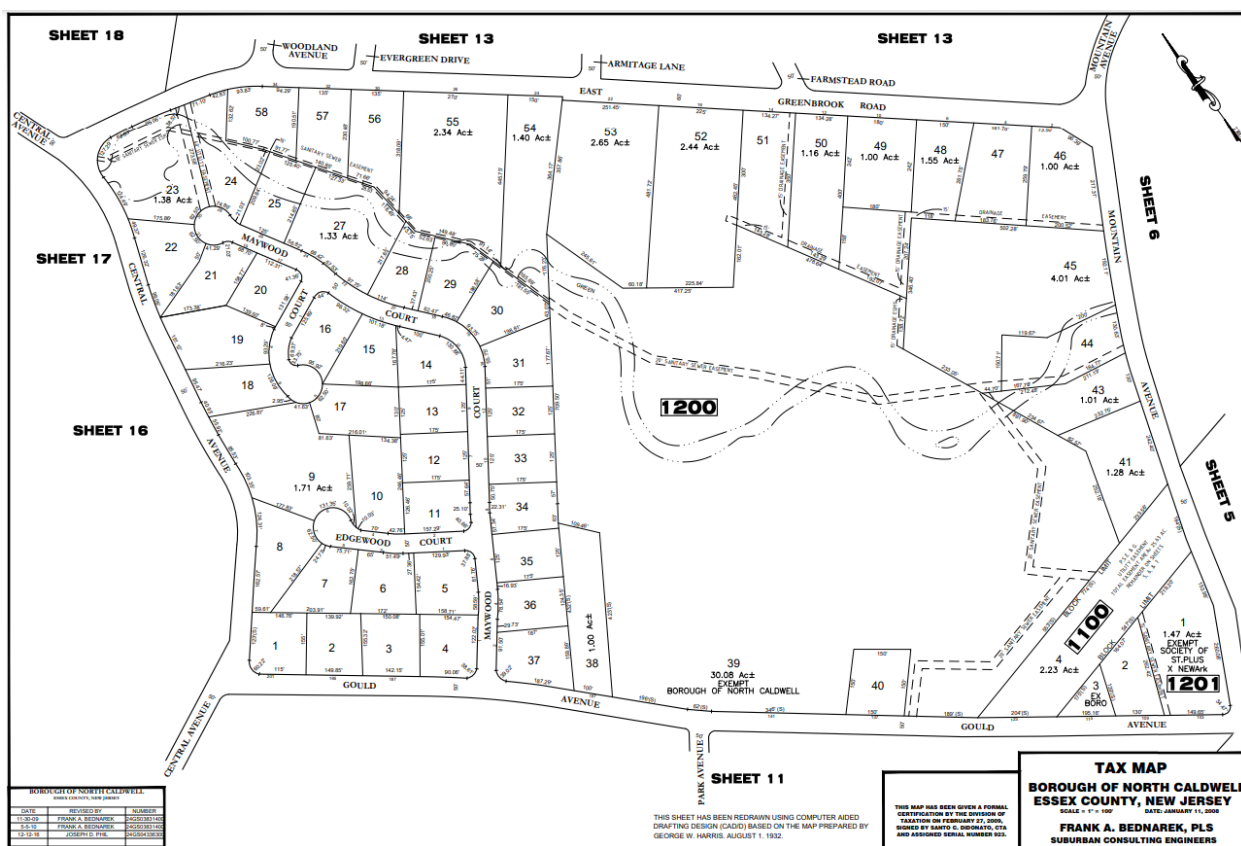
The Property is described and/or depicted as follows:

Site Address: 141 GOULD AVENUE

Block: 1200, Lot: 39

The property is generally described as the existing municipal complex containing numerous Borough buildings and Park amenities and including an existing Monopole Structure (owned by others) with associated, existing Compound Area including walls and fencing. The property has approximately 800' of Gould Avenue frontage. The existing Tower and Compound Area is on the southeastern edge of the property. The Leased Area is to be located at the southwestern end of the existing equipment Compound.

### North Caldwell Tax Sheet 11

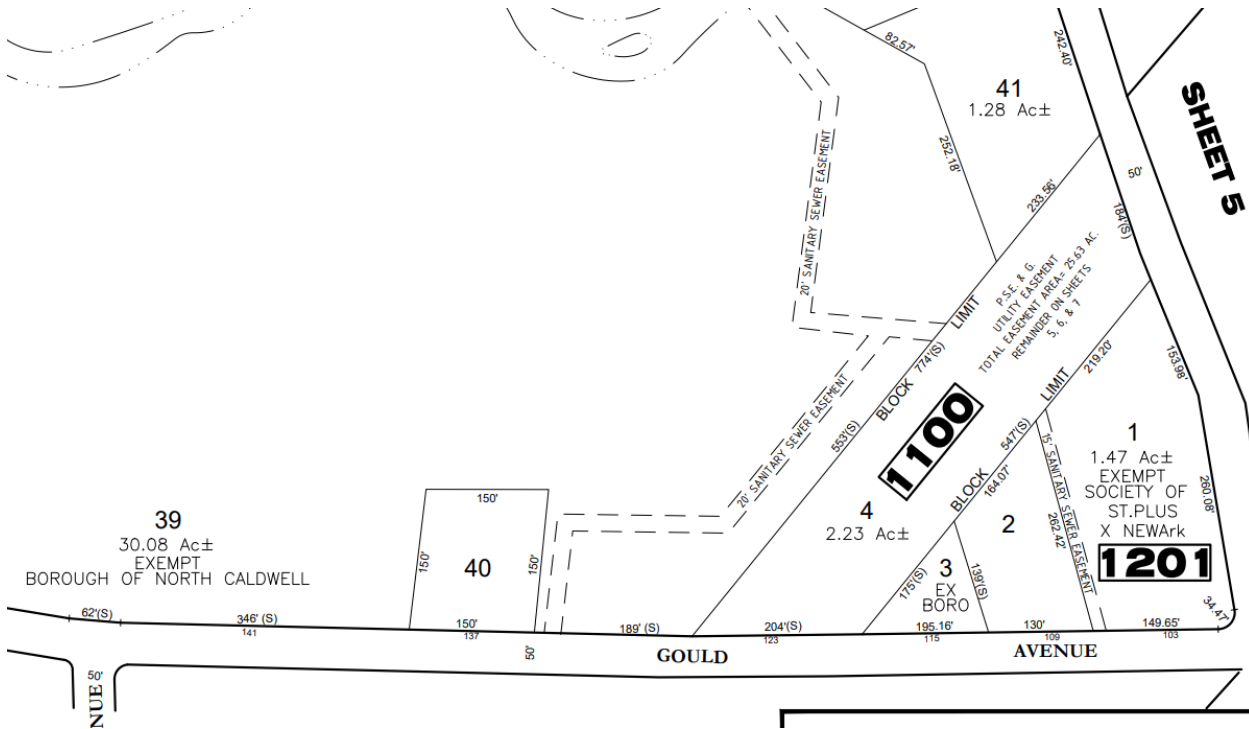




# EXHIBIT A DESCRIPTION OF PROPERTY

Page 2 of 2

North Caldwell Tax Sheet 11 Excerpt



**EXHIBIT B**  
**DESCRIPTION OF LEASED AREA**

- The proposed Leased Area shall consist of a 8' x 11' fenced compound. The compound shall be designed such that it is capable of supporting the Successful Bidder's equipment in an 88 square foot area. The fencing options shall be reviewed with and approved by Borough prior to final construction.
- The Leased Area shall have a stone base to minimize weed growth and allow for access to maintain the ground-based equipment.
- All design plans shall be presented to and approved by Borough prior to submission for any permitting.
- Design plans shall be developed, signed, and sealed by a NJ Licensed Professional Engineer.

**EXHIBIT C**  
**PROPOSED SITE LOCATION MAP**

**APPROXIMATE LOCATION**

**Site Name:**                    **141 Gould Avenue**

**Lat. of Leased Area (NAD27):**            **40° 51' 37.76"N**

**Lon. of Leased Area (NAD27):**            **74° 15' 37.36"W**



**EXHIBIT D**  
**Survey**

PLACEHOLDER – SURVEY NOT INLCUED AT THIS TIME

**EXHIBIT E**  
**Memorandum of Lease Agreement**

This Memorandum of Lease Agreement is entered into on this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between The Borough of North Caldwell with its principal offices at 141 Gould Avenue, North Caldwell, New Jersey 07006, (hereinafter referred to as "LESSOR") and \_\_\_\_\_ a \_\_\_\_\_ Company, with an office at \_\_\_\_\_ (hereinafter referred to as "LESSEE").

1. LESSOR and LESSEE entered into a Standard Lease Agreement ("Agreement") on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, for the purpose of installing, operating and maintaining a radio communications facility and other improvements. All of the foregoing are set forth in the Agreement.
2. The term of the Agreement is for five (5) years commencing on \_\_\_\_\_ 20\_\_\_\_, and ending on \_\_\_\_\_, 20\_\_\_\_, with four (4) successive five (5) year options to renew.
3. The Property which is the subject of the Agreement is described in Exhibit A annexed hereto. The Portion of the Property being leased to LESSEE ("Premises") is described in Exhibit B annexed hereto.

IN WITNESS WHEREOF, the parties have executed this Memorandum of Lease Agreement as of this day and year first above written.

LESSOR:

LESSEE:

BOROUGH OF NORTH CALDWELL

\_\_\_\_\_

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

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

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

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

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

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

State of New Jersey

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

County of Essex

(ACKNOWLEDGEMENTS ON NEXT PAGE)

**LESSOR ACKNOWLEDGEMENT**

State of \_\_\_\_\_

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

On \_\_\_\_\_, before me \_\_\_\_\_, Notary Public, personally appeared \_\_\_\_\_, personally known to me (or provided to me on this basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument, the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal

\_\_\_\_\_  
Notary Public

My Commission expires \_\_\_\_\_

**LESSEE ACKNOWLEDGEMENT**

State of \_\_\_\_\_

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

On \_\_\_\_\_, before me \_\_\_\_\_, Notary Public, personally appeared \_\_\_\_\_, personally known to me (or provided to me on this basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument, the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal

\_\_\_\_\_  
Notary Public

My Commission expires \_\_\_\_\_