BOROUGH OF MOUNT ARLINGTON
MORRIS COUNTY, NEW JERSEY

BID SPECIFICATIONS FOR CELL TOWER LAND LEASE AGREEMENT

Wireless Communications Facility – Block 36, Lot 1
Mount Arlington Department of Public Works Lot, Altenbrand Avenue

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1. INSTRUCTIONS TO BIDDERS

1.1. THE BID

On September 1, 2026, the Borough Council of the Borough of Mount Arlington, in the County of Morris, New Jersey (the "Borough"), adopted Resolution 2026-113 authorizing this solicitation for Bids (as defined herein) from wireless communication service providers (each, a "Bidder") interested in leasing a portion of the property owned by the Borough located at the Mount Arlington DPW Lot on Altenbrand Avenue and identified on the official tax maps of the Borough as Block 36, Lot 1 (the "Site"), along with simultaneous sub-leasing to additional carriers at the Site, to commence as of January 1, 2027 and continuing for an initial five (5) year term, with three (3) five-year extensions at the mutual agreement of the Borough and Successful Bidder (as defined herein), for a total term of twenty (20) years.

1.2. REQUESTS FOR INFORMATION

The deadline for questions, clarifications, and requests for information ("RFI") is **November 3, 2026 at 4:00 p.m.** Questions and RFIs must be in writing. Send all questions and RFIs by email to Ashley Todd at atodd@mtarlingtonboro.com with a copy to Borough Counsel, Matthew D. Jessup, at mjessup@msbnj.com. The Borough shall respond to all questions, clarifications and RFI by addendum, which shall be published on the Borough's official website and provided to each Bidder who received the bid package no later than seven (7) days, Saturdays, Sundays, and holidays excepted, prior to the date for acceptance of Bids.

1.3. BID OPENING

Bidders must deliver their Bids by hand or by mail to the Borough Clerk no later than **10:00 a.m. on November 24, 2026**. All Bid Proposals (as defined herein) will be date and time stamped upon receipt. Each Bidder is solely responsible for the timely delivery of their Bid Proposal and no Bids shall be considered which are presented after the public call for receiving Bids. Any Bid Proposal received after the date and time specified will be returned, unopened, to the Bidder. All Bid Proposals will be publicly opened and read by the Borough Clerk at the Council Chambers located at the Borough Municipal Building.

1.4. DOCUMENTS TO BE SUBMITTED

The following documents shall be submitted by every Bidder with the submission of the Bid Proposal:

1. Bid Proposal;
2. Bid Questionnaire;
3. Bid Guarantee in the form of a Bid bond, certified check or cashier's check in the amount of 10% of the total amount of the Bid Proposal, not to exceed $20,000.00; payable to the "Borough of Mount Arlington";
4. Consent of Surety;
5. Non-Collusion Affidavit;

6. Ownership Disclosure Form; and
7. Acknowledgment of Addenda Form.

All of the foregoing shall be submitted in accordance with the instructions hereinafter contained. The division of these Bid Specifications (as defined herein) into parts is merely for convenience and ready reference; all parts of the Bid Specifications constitute a single document.

The following documents are not required at the time of submission of the Bid Proposal, but shall be submitted by the Successful Bidder in accordance with the terms of these Bid Specifications, and in all cases, prior to the award of the Contract (as defined herein):

1. Equal Employment Opportunity Forms;
2. Proof of Business Registration Certificate ("BRC");
3. Certification of Non-Involvement in Prohibited Activities in Russia or Belarus (the "Russia Form")
4. Disclosure of Investment Activities In Iran Form (the "Iran Form"); and
5. Certificate of Insurance.

2. DEFINITIONS

"Bid" or "Bid Proposal" means all documents, proposal forms, affidavits, certificates, statements required to be submitted by the Bidder at the time of the Bid opening.

"Bid Guarantee" means the Bid bond, cashier's check or certified check submitted as part of the Bid Proposal, payable to the Borough, ensuring that the successful Bidder will enter into a contract.

"Bid Specifications" means all documents requesting Bid Proposals for communication services contained herein.

"Certificate of Insurance" means a document showing that an insurance policy has been written and includes a statement of the coverage of the policy.

"Consent of Surety" means a contract guaranteeing that if the Contract is awarded, the surety will provide a performance bond.

"Contract" means the written lease agreement executed by and between the successful Bidder and the Borough and shall include the Bid Proposal, and the Bid Specifications.

"Contract Administrator" is the Borough Administrator or her designee.

"Contractor" or "Successful Bidder" means the responsive and responsible Bidder to whom award of the Contract shall be made.

"Governing Body" means the Borough Council of the Borough of Mount Arlington.

"Proposal forms" mean those forms that must be used by all bidders to set forth the prices for services to be provided under the Contract.

"Surety" means a company that is duly certified to do business in the State of New Jersey and that is qualified to issue bonds in the amount and of the type and character required by these specifications.

"Work Specifications" means those specifications set forth in Section 5 hereof.

3. BID SUBMISSION REQUIREMENTS

3.1. BID PROPOSAL

A. Each document in the Bid Proposal must be properly completed in accordance with the Bid Specifications. No Bidder shall submit the requested information on any form other than those provided in these Bid Specifications.

B. Bid Proposals shall be hand delivered or mailed in a sealed envelope, and the name and address of the Bidder and the name of the Bid as set forth in the public advertisement for Bids must be written clearly on the outside of the sealed envelope. No Bid Proposal will be accepted past the date and time specified by the Borough in the advertisement for Bids.

C. Each Bidder shall sign, where applicable, all Bid submissions as follows:

1. For a corporation or limited liability company, by a principal executive officer;
2. For a partnership or sole proprietorship, by a general partner or the proprietor respectively; or
3. A duly authorized representative if:

    a. The authorization is made in writing by a person described in sections 1 and 2 above; and
    b. The authorization specifies either an individual or a position having responsibility for the overall operation of the business.

D. Any Bid Proposal that does not comply with the requirements of the Bid Specifications shall be rejected as non-responsive.

3.2. BID GUARANTEES

A. A Bid Guarantee in the form of a Bid bond, cashier's check or certified check, made payable to the Borough in the amount of ten percent (10%) of the highest aggregate Bid submitted, not to exceed Twenty Thousand Dollars ($20,000) must accompany each Bid Proposal. The form of the bid guarantee shall be a certified check or

cashier's check made payable to "Borough of Mount Arlington", or wire transfer. In the event that the Bidder to whom the Contract is awarded fails to enter into the Contract in the manner and within the time required, the award to such Successful Bidder shall be rescinded and the Bid Guarantee shall become the property of the Borough. The check or bond of such Successful Bidder shall be forfeited if such Successful Bidder fails to enter into the Contract pursuant to these Bid Specifications. ***Failure to submit a Bid Guarantee shall be cause for rejection of the Bid.***

B. Each Bidder shall submit with the Bid Proposal a Consent of Surety with Power of Attorney from a Surety Company authorized to do business in the State of New Jersey and acceptable to the Borough that it will provide a Performance and Payment Bond for the full annual amount of the Bid Proposal for the term of the Contract. ***Failure to submit a Consent of Surety shall be cause for rejection of the Bid.***

3.3. EXCEPTIONS TO THE BID SPECIFICATIONS

Any conditions, limitations, provisos, amendments or other changes attached or added by a Bidder to any of the provisions of these Bid Specifications or any changes made by a Bidder on the Proposal Forms shall result in the rejection of the Bid Proposal by the Borough.

3.4. "BRAND NAME OR EQUIVALENT"

Whenever the Work Specifications identify a brand name, trade name or a manufacturer's name, this designation is used for classification or descriptive purposes only, and the Bidder may provide an equivalent product, subject to the approval of the Borough.

3.5. COMPLIANCE

Each Bidder shall be familiar with and comply with all applicable local, State of New Jersey and federal laws and regulations in the submission of the Bid Proposal and, with respect to the Successful Bidder, in the performance of the Contract, including, but not limited to, provision of the Successful Bidder's Business Registration Certificate issued by the New Jersey Division of Revenue prior to the time a contract, purchase order, or other contracting document is awarded or authorized in accordance with *N.J.S.A.* 53:32-44(b).

3.6. CONFLICT OF INTEREST AND NON-COLLUSION

Each Bidder must execute and submit as part of the Bid Proposal a "Non-Collusion Affidavit" which at a minimum shall attest that:

1. The Bidder has not entered into any agreement or participated in any collusion with any other person, corporate entity or government entity, or competitive bidding either alone or with any other person, corporate entity or government entity in connection with the above named project; and

2. All statements made in the Bid Proposal are true and correct and made with the full knowledge that the Borough relies upon the truth of those statements in awarding the Contract.

3.7. NO ASSIGNMENT OF BID

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

4. AWARD OF CONTRACT

4.1. GENERALLY

A. The Borough shall award the Contract or reject all Bids within sixty (60) days from the bid opening, except that the Bids of any Bidders who consent thereto may, at the request of the Borough, be held for consideration for such longer period as may be agreed. All Bidders will be notified of the Borough's decision, in writing, by certified mail.

B. The Contract will be awarded to the Bidder whose aggregate Bid price is the highest responsible Bid.

C. The Borough reserves the right to reject any Bid not prepared and submitted in accordance with the provisions hereof, and to reject any or all Bids in accordance with applicable law. In the event that the Borough rejects all Bids, the Borough shall publish a notice of re-Bid no later than ten (10) days, Saturdays, Sundays and holidays excepted, prior to the date for acceptance of Bids.

4.2. NOTICE OF AWARD AND EXECUTION OF CONTRACT

Within fourteen (14) calendar days of the award of the Contract, the Borough shall notify the successful Bidder in writing, at the address set forth in the Bid Proposal and such notice shall specify the place and time for delivery of the executed Contract, the performance bond and the appropriate affirmative action documentation. Failure to deliver the aforementioned documents as specified in the notice of award shall be cause for the Borough to declare the Contractor non-responsive and to award the Contract to the next highest Bidder. The Successful Bidder will be asked to provide the first draft of the Contract for review and consideration by the Borough. The final version of the Contract shall be mutually agreeable between both parties

4.3. RESPONSIBLE BIDDER

The Borough shall determine whether a Bidder is Responsive and Responsible, as defined in *N.J.S.A.* 40A:11-2. The Bid Proposal of any Bidder that is deemed not to be Responsive or Responsible shall be rejected.

4.4. PERFORMANCE AND PAYMENT BOND

A. The Successful Bidder shall provide a performance and payment bond issued by a Surety in an amount equal to no more than one hundred percent (100%) of the annual value of the Contract concurrently with the delivery of the executed Contract. The Successful Bidder shall deliver a performance and payment bond for each succeeding year to the Borough with proof of full payment of the premium one hundred twenty (120) days prior to the expiration of the current bond.

B. Failure of the Successful Bidder to deliver a performance bond for any year of a multi-year contract one hundred twenty (120) days prior to the termination of the current bond will constitute a breach of contract and will entitle the Borough to terminate the Contract upon the expiration of the current bond. Notwithstanding termination pursuant to this section, the Successful Bidder is obligated to fully perform through the date of termination of the Contract and damages shall be assessed in an amount equal to the costs incurred by the Borough in re-bidding the Contract.

4.5. EQUAL EMPLOYMENT OPPORTUNITY FORMS

A. If awarded a contract, the Successful Bidder will be required to comply with the requirements of *N.J.S.A.* 10:5–31 *et seq.* and *N.J.A.C.* 17:27 *et seq.*

B. Within seven (7) days after receipt of notification of the Borough's intent to award a contract, the Contractor shall submit one of the following to the Borough:

1. If the Contractor has a federal affirmative action plan approval which consists of a valid letter from the Office of Federal Contract Compliance Programs, the Contractor shall submit a photocopy of its letter of approval; or
2. If the Contractor has a certificate of employee information report, the Contractor shall submit a photocopy of the certificate.

If the Contractor has none of the above, the Borough shall provide the Contractor with an (A.A.302) affirmative action employee information report. If the Contractor does not submit the affirmative action document within the required time period, the Borough may extend the deadline by a maximum of the fourteen (14) calendar days. Failure to submit the affirmative action document by the fourteenth calendar day shall be cause for the Borough to declare the Contractor to be non-responsive and to award the Contract to the next highest Bidder.

4.6. ERRORS IN PRICE CALCULATION

Any discrepancy between a numerical price and a price written in words shall be resolved in favor of the price as written in words. Any discrepancy between the unit price multiplied by the quantity and a corresponding total price figure set forth in the Proposal Forms(s) shall be resolved in favor of a total price reached by multiplying the unit price by the quantity. The corrected total shall be used to determine the award of the Contract. After all Bid Proposals have been read, the Bids will

be tabulated and adjusted, if necessary, in accordance with this paragraph. If any mathematical corrections must be made on any Bid Proposal, then the Borough may not award a contract until all tabulations are complete.

5. WORK SPECIFICATIONS

5.1. INTRODUCTION

The Borough is soliciting Bids for the lease of real property for the use of the existing cellular communications tower (the "Existing Monopole") and placement of any additional communications equipment on the Site, which consists of a portion of property owned by the Borough known as Block 36, Lot 1 and commonly known as the Mount Arlington Department of Public Works Lot on Altenbrand Avenue.

5.2. BACKGROUND OF EXISTING FACILITIES

Bidders are advised that the Site is presently improved with the Existing Monopole and related facilities and is subject to certain existing agreements. Specifically: (i) the Borough previously entered into a land lease agreement with New York SMSA Limited Partnership d/b/a Verizon Wireless ("Verizon") for the construction and operation of the Existing Monopole, which lease is expiring; (ii) the monopole communications lease was conveyed to Crown Atlantic Company LLC ("Crown") via a Contribution, Assignment and Assumption dated August 28, 2001; (iii) Crown entered into a Site Lease Acknowledgment with Sprint Spectrum, L.P. on November 28, 2001; (iv) Crown entered into a Site License Acknowledgment with AT&T Wireless Services, Inc. on January 9, 2002; and (v) on April 19, 2004, a Co-Location Agreement was entered into by and between Crown and Omnipoint Facilities Network 2, LLC with the Borough. Upon the expiration of the foregoing in accordance with their terms and applicable law, the Borough now desires to enter into a new land lease for the Site. Nothing in these Bid Specifications shall be construed as a representation by the Borough concerning the status, ownership, or condition of the Existing Monopole, and the treatment of the Existing Monopole shall be governed by Section 5.11 hereof.

5.3. GENERAL

The Successful Bidder, as determined by the Borough, shall enter into a lease with the Borough for the Site. The Successful Bidder shall work with the design and placement of equipment installations, working to the best of its ability to utilize the Site so as to accommodate the maximum number of installations, including co-locators.

5.4. SUMMARY OF LEASE TERMS

The term of the initial Contract shall be five (5) years, with three (3) five-year extensions at the mutual agreement of the Borough and Successful Bidder for a total term of twenty (20) years. Simultaneously with the execution of the Contract, the Successful Bidder shall make a one-time, non-refundable premium payment to the Borough in the amount of Twenty Thousand Dollars ($20,000). Thereafter, rent payments shall commence on the first day of the month after the Successful Bidder has executed the Contract. The minimum Bid for the annual base rent is $29,250

per year, to be paid in equal monthly installments to the Borough. The annual base rent amount Bid shall be used by each Bidder to determine the amount of the Bid guarantee required to be submitted with the Bid. The base rent shall be increased annually effective as of the rent commencement date each year by five percent (5%) over the previous year's amount. In the event of any proposed colocators, each sublessee must execute a colocation agreement and remit fifty percent (50%) of the rent to the Successful Bidder and fifty percent (50%) of the rent to the Borough. The Borough will receive its revenue share directly from the colocator(s). All colocation agreements must terminate on or before the termination of Successful Bidder's Contract. The Existing Monopole may be replaced, improved or modified by the Successful Bidder as necessary and in accordance with any and all governmental approvals, including but not limited to, site plan approval by the Borough Planning Board, and subject to the rights of the Current Lessee (as defined herein) and Section 5.11 hereof. Within ten (10) days following the termination of the lease, the Successful Bidder may remove its equipment, subject to Section 5.11 with respect to the Existing Monopole. Any and all equipment of the Successful Bidder remaining at the Site on the 11th day after the termination of the lease shall be deemed property of the Borough, except that the disposition of the Existing Monopole shall be governed by Section 5.11 hereof.

5.5. SUB-LEASES

The Successful Bidder will be required to administer and manage any co-locations, and accept the following responsibilities: (1) seeking co-locators for the Site; (2) entering into sub-leases with co-locators; (3) managing the height position of antennas and equipment cabinet location; (4) coordinating frequencies and investigating and resolving any interference complaints of the tenants of the Borough; and (5) collecting rent from co-locators pursuant to the sub-leases. The Successful Bidder shall provide the Borough with written notice of any sub-leases with co-locators within 15 days of the execution of a sub-lease.

5.6. NO REPRESENTATIONS

The Borough makes no representations regarding the status or condition of the Site or the Existing Monopole. Bidders may contact the Borough to arrange for inspection of the Site and to satisfy themselves of its suitability for its proposed use.

5.7. FAILURE TO EXECUTE LEASE

If a Successful Bidder shall fail to enter into the Contract, or perform under the parameters of this Bid, then the Borough shall have the right to award the Contract to the next highest bidder.

5.8. MAINTENANCE AND REPAIR

The Successful Bidder shall, at its own expense, maintain the Site and all improvements, equipment and other personal property on the Site, including, to the extent provided in the Contract and in Section 5.11 hereof, the Existing Monopole and associated equipment, in good working order, condition and repair. The Successful Bidder shall keep the Site free from debris and anything dangerous, noxious or offensive in 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 the Site.

5.9. COMPLIANCE

The Successful Bidder's installations shall meet or exceed current standards and regulations of the FAA, the FCC or any other agency or State of New Jersey or federal government with the authority to regulate communications equipment.

5.10. PERMITTED USE

The Successful Bidder shall use the Site for the operation of a wireless communications monopole and for no other purpose.

5.11. EXISTING MONOPOLE; REMOVAL, RESTORATION AND TREATMENT OF THE EXISTING POLE

Bidders are advised that the Existing Monopole at the Site was conveyed to and is presently associated with Crown Atlantic Company LLC (the "Current Lessee"), and that the various leases, licenses, acknowledgments and co-location agreements described in Section 5.2 are expiring or have expired in accordance with their terms.

Unless the existing lease agreement(s), license(s), acknowledgment(s), or co-location agreement(s) affecting the Site expressly and adequately address the removal of the Existing Monopole and restoration of the Site upon the expiration or termination of such agreement(s), the treatment of the Existing Monopole — including, without limitation, whether the Existing Monopole is to be removed, retained in place, transferred, conveyed, replaced, reused, and/or the Site restored — shall be worked out on suitable terms among (i) the Current Lessee, (ii) the Successful Bidder under this procurement, and (iii) the Borough.

By submitting a Bid, each Bidder acknowledges and agrees that, in the event the existing agreement(s) do not adequately address removal and restoration of the Existing Monopole, the Successful Bidder shall negotiate in good faith with the Current Lessee and the Borough, and shall use commercially reasonable efforts to reach a mutually acceptable agreement, respecting the treatment of the existing pole, including the allocation of responsibility and cost for any removal, restoration, transfer, or continued use of the Existing Monopole. Any such arrangement shall be on terms suitable to, and subject to the approval of, the Borough, and shall be documented in, or as an addendum to, the Contract. Nothing herein shall obligate the Borough to assume the cost of removal or restoration of the Existing Monopole where such obligation properly rests with the Current Lessee under the existing agreement(s) or applicable law, and nothing herein shall be construed to impair any right or remedy the Borough may have against the Current Lessee with respect to the Existing Monopole.

The Borough reserves the right, in its sole discretion, to require that the resolution of the treatment of the Existing Monopole be memorialized in writing and executed by the Current Lessee, the

Successful Bidder, and the Borough as a condition precedent to, or concurrently with, the execution of the Contract.

5.12. DEFAULT

It shall be a default if any Successful Bidder defaults in payment or provision of rent or any other sums to the Borough when due, and does not cure such default within ten (10) days or if the Successful Bidder defaults in the performance of any other covenant or condition and does not cure such 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 Site; or if the Successful Bidder is adjudicated as bankrupt or makes any assignment for the benefit of 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 any further demand or notice, declare the lease at an end, in which event the defaulted Bidder shall immediately remove its equipment, subject to Section 5.11 with respect to the Existing Monopole, and pay the Borough a sum of money equal to the unpaid rent accrued through the date of termination.

5.13. INSURANCE REQUIREMENTS

The Successful Bidder shall take out and maintain in full force and effect at all times during the life of this Contract insurance in conformance with the requirements set forth below. The insurance policy shall name the Borough as an Additional Named Insured indemnifying the Borough with respect to the Successful Bidder's actions pursuant to the Contract.

5.14. CERTIFICATES

Upon notification by the Borough, the highest responsible Bidder shall supply to the Borough's Contract Administrator, within five (5) days of notification, a certificate of insurance as proof that the insurance policies required by these specifications are in full force and effect.

5.15. INDEMNIFICATION

The Successful Bidder shall indemnify and hold harmless the Borough from and against all claims, damages, losses, and expenses including all reasonable expenses incurred by the Borough on any of the aforesaid claims that may result or arise directly or indirectly, from or by reason of the performance of the Contract or from any act or omission by the Successful Bidder, its agents, servants, employees or subcontractors and that results in any loss of life or property or in any injury or damage to persons or property.

6. BIDDING DOCUMENTS

6.1. BID DOCUMENTS CHECKLIST

Submission Requirement	**Initial**
Bid Proposal	
Bid Questionnaire and Affidavit of Bidder's Qualifications	
Bid Guarantee	
Consent of Surety	
Non-Collusion Affidavit	
Ownership Disclosure Form	
Acknowledgement of Addenda Form	
Americans with Disabilities Act of 1990 - Acknowledgement	

....

Name of Signatory Title of Signatory

....

Signature Date

6.2. BID PROPOSAL

PROPOSAL FOR COMMUNICATIONS LEASE AGREEMENT

BOROUGH OF MOUNT ARLINGTON:

I or We, _____
(Name of Bidder)

of _____

_____
[COMPLETE ADDRESS][CITY, STATE, ZIP]

hereby agree to enter into a Contract with the Borough for the Site, including the existing cellular communications tower in accordance with these Bid Specifications and as set forth below. Simultaneously with the execution of the Contract, the Successful Bidder shall make a one-time, non-refundable premium payment to the Borough in the amount of Twenty Thousand Dollars ($20,000). Thereafter, rent payments shall commence on the first day of the month after Successful Bidder has executed the Contract. The minimum Bid for the annual base rent is [•] to be paid in equal monthly installments to the Borough. The annual base rent amount Bid below shall be used by each bidder to determine the amount of the Bid guarantee required to be submitted with the Bid. The base rent shall be increased annually effective as of the rent commencement date each year by five percent (5%) over the previous year's amount. Fifty percent (50%) of the rent collected by the Successful Bidder from co-locators pursuant to sub-leases shall be remitted monthly by the Successful Bidder to the Borough.

Annual Base Rent for Year 1: _____
Amount in Words

$_____
Numerical Amount

Signature_____ **Affix seal if applicable.**

Title_____

6.3. BID QUESTIONNAIRE

BID QUESTIONNAIRE

This questionnaire must be filled out and submitted as part of the Bid Proposal for communication services for the Borough of Mount Arlington. Failure to complete this form or to provide any of the information required herein shall result in rejection of the Bid Proposal.

Answers should be typewritten or printed neatly in black or blue ink. Answers must be legible. Any answer that is illegible or unreadable will be considered incomplete. If additional space is required, the Bidder shall add additional sheets and identify clearly the question being answered.

1. How many years has the Bidder been in business as a contractor under your present name?
2. List any other names under which the Bidder, its partners or officers have conducted business in the past five years.
3. Has the Bidder failed to perform any contract awarded to it by the Borough under its current or any past name in the past five years? If the answer is "Yes", state when, where and why. A complete explanation is required.
4. Has any officer or partner of the Bidder's business ever failed to perform any contract that was awarded to him/her as an individual by the Borough in the past five years? If the answer is "Yes", state when, where and why. A complete explanation is required.
5. List all public entity contracts which the Bidder or its partners is now performing or for which contracts have been signed, but work not begun. Give the name of the municipality or owner, the amount of the Contract and the number of years the Contract covers.
6. State all equipment owned by and/or available to the Bidder for use in providing the services described in the work specifications.
7. Identify all equipment that is not presently owned or leased by the Bidder that will be necessary to perform the services in accordance with the work specifications.
8. Describe how you will obtain such equipment if you are awarded the Contract. If such equipment is to be leased, provide the name, address and phone number of the lessor. If the equipment is to be purchased, provide the name, address and phone number of the seller.
9. List the name and address of three credit or bank references.
10. Additional remarks.

BID QUESTIONNAIRE AFFIDAVIT

STATE OF NEW JERSEY }
COUNTY OF } SS:

I, _____ , am the _____
(Name of Affiant) (Relation to Bidder: Owner, President, etc.)

of the_____, and being duly sworn, I depose and say:
(Name of Company/Bidder/Vendor)

1. All of the answers set forth in the Questionnaire are true and each question is answered on the basis of my personal knowledge.
2. All of the answers given in the Questionnaire are given by me for the express purpose of inducing the governing body to award to for the Contract for communication services in the event said Bidder is the highest responsible Bidder on the basis of the Bid Proposal which is submitted herewith.
3. I understand and agree that the Borough of Mount Arlington will rely upon the information provided in the Questionnaire in determining the highest, responsible Bidder to be awarded the Contract.
4. I also understand and agree that the governing body may reject the Bid Proposal in the event that the answer to any of the foregoing questions is false.
5. I do hereby authorize the Borough of Mount Arlington, or any duly authorized representative thereof, to inquire about or to investigate the answer to any question provided in the Questionnaire, and I further authorize any person or organization that has knowledge of the facts supplied in such statement to furnish the Borough of Mount Arlington with any information necessary to verify the answers given.

_____ _____
(Signature) (Date)

Subscribed and sworn to before me this _____ day of _____ , 2026

Notary Public of
My Commission expires _____ , 20_____

(Corporate Seal)

Note: A partnership must give firm name and signature of all partners. A corporation must give full corporate name and signature of official, and the corporate seal affixed.

6.4. BID GUARANTEE

If a Bidder chooses to submit a bid bond to satisfy the Bid Guarantee requirement, the bond shall be in substantially the following form:

BID BOND

KNOW ALL MEN BY THESE PRESENTS that we
[contractor]

as principal, and

[Surety]

a corporation duly organized under the laws of the State of _____ as surety, hereinafter called the surety are held and firmly bound into the Borough of Mount Arlington, a municipal corporation of the State of New Jersey having its offices at 419 Howard Boulevard, Mount Arlington, New Jersey 07856 as obligee, hereinafter called the obligee, in the sum of _____ for the payment of which sum well and truly to be made, the said principal and the said surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the principal has submitted a Bid for the lease of property upon which an existing cellular communications tower exists.

NOW THEREFORE, if the obligee shall accept the Bid of the principal and the principal shall enter into a contract with the obligee in accordance with the terms of such Bid, and give such bond or bonds as may be specified in the bidding or contract documents with good and sufficient surety for the faithful performance of such contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the principal to enter such contract and give such bond or bonds, if the principal shall pay to the obligee the difference not to exceed the penalty hereof between the amount specified in said Bid and such larger amount for which the obligee may in good faith contract with another party to perform the work covered by said Bid, then this obligation shall be null and void, otherwise to remain in full, force and effect.

SIGNED AND SEALED this_____ day of _____, 2026.

ATTEST/WITNESS: SURETY

By:_____ _____

6.5. CONSENT OF SURETY

CONSENT OF SURETY
AS TO PERFORMANCE AND PAYMENT BOND

In consideration of the promises (in the Bid Proposal to which this is attached), the undersigned consents and agrees that if the contract for which the preceding Bid Proposal is made be awarded to the corporation, person or persons making the same, it shall become bound as surety and a guarantor for its faithful performance, and shall execute a bond in an amount equal to one hundred percent (100%) of the annual contract price and to be conditioned so as to indemnify the Borough of Mount Arlington, Morris County, New Jersey, against loss due to the failure of the Contractor to meet the stipulation of the contract, contract documents, and the bond, and to guarantee payment to all persons performing or furnishing labor or materials for performance of said contract and if the said corporation, person or persons shall omit or refuse to execute such contract if so awarded, it will pay, on demand to the said Borough of Mount Arlington, the difference between the sum to which said corporation, person or persons would have been entitled upon the completion of such contract and the sum which the said Borough of Mount Arlington may hereafter be obliged to pay the corporation, person or persons to whom a substitute contract may be afterwards awarded, the amount of the difference to be determined by the bids.

IN WITNESS WHEREOF, said corporation has set its seal and caused these present to be signed by its duly authorized officers, this _____ day of _____, 20____.

ATTEST: _____ By: _____

_____(Seal)
Surety

ATTEST:

By: _____

COUNTERSIGNED:

Bidder's Signature and Business Address

ACKNOWLEDGMENT OF SURETY

SURETY ACKNOWLEDGMENT:

STATE OF :SS.

COUNTY OF

On this _____ day of _____, before me personally came _____ to me known to be the person described in and, who, being by me duly sworn, did depose and say that he/she resides in _____ that he/she is the Attorney-in-Fact of _____ the corporation described in and which executed the attached instrument; that he/she knows the corporate seal of the said corporation; that the seal affixed to the said instrument is such corporate seal; and that it was so affixed by order of the Board of Directors of the said corporation; and that he/she signed his/her name thereto by like order.

(Notary Seal) Notary Public

_____

(Notary Signature)

State of _____

My commission expires

6.6. NON-COLLUSION AFFIDAVIT

STATE OF NEW JERSEY }

COUNTY OF } SS:

NON-COLLUSION AFFIDAVIT

STATE OF NEW JERSEY }

COUNTY OF _____ } SS:

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

I am employed by the firm of _____, the Bidder submitting the Bid Proposal for Communication Lease Agreement, in the capacity of _____, and I have executed the Bid Proposal with full authority to do so. Further, the 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. All statements contained in said Bid Proposal and in this affidavit are true and correct and made with full knowledge that the State of New Jersey and the Borough of Mount Arlington rely upon the truth of the statements contained in this affidavit and in said Bid Proposal 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 the _____ [NAME OF BIDDER].

Name of Firm or Individual: _____ Title: _____

Signature: _____ Date: _____

Subscribed and sworn to before me this _____ day of _____, 2026

Notary Public of _____

My Commission expires _____, 20____

6.7. OWNERSHIP DISCLOSURE FORM

Pursuant to *N.J.S.A.* 52:25-24.2, all parties entering into a contract with the Borough are required to provide a statement of ownership. The Bidder shall complete and submit the standard New Jersey Ownership Disclosure Form (OPF Rev. 9.21.2022) with its Bid Proposal, disclosing the names and addresses of all stockholders, partners, or members owning ten percent (10%) or greater interest in the Bidder, in accordance with law.

OWNERSHIP DISCLOSURE FORM

STATE OF NEW JERSEY
DEPARTMENT OF THE TREASURY - DIVISION OF PURCHASE AND PROPERTY
33 WEST STATE STREET, P.O. BOX 230 TRENTON, NEW JERSEY 08625-0230

VENDOR NAME: _____

PURSUANT TO N.J.S.A. 52:25-24.2, ALL PARTIES ENTERING INTO A CONTRACT WITH THE STATE ARE REQUIRED TO PROVIDE A STATEMENT OF OWNERSHIP.
Please answer all questions and complete the information requested.

		YES	NO
1.	The vendor is a **Non-Profit Entity**; and therefore, no disclosure is necessary.	☐	☐
2.	The vendor is a **Sole Proprietor**; and therefore, no other disclosure is necessary. A Sole Proprietor is a person who owns an unincorporated business by himself or her-self. A limited liability company with a single member is not a Sole Proprietor.	☐	☐
3.	The vendor is a **corporation, partnership, or limited liability company** with individuals, partners, members, stockholders, corporations, partnerships, or limited liability companies owning a 10% or greater interest; and therefore, disclosure is necessary.	☐	☐

If you answered **YES** to Question 3, you must disclose the information requested in the space below:*
(a) the names and addresses of all stockholders in the corporation who own 10% or more of its stock, of any class;
(b) all individual partners in the partnership who own a 10% or greater interest therein; or,
(c) all members in the limited liability company who own a 10% or greater interest therein.

NAME		NAME	
ADDRESS		ADDRESS	
ADDRESS		ADDRESS	
CITY	STATE ZIP	CITY	STATE ZIP
NAME		NAME	
ADDRESS		ADDRESS	
ADDRESS		ADDRESS	
CITY	STATE ZIP	CITY	STATE ZIP

		YES	NO
4.	For each of the corporations, partnerships, or limited liability companies identified in response to Question #3 above, are there any individuals, partners, members, stockholders, corporations, partnerships, or limited liability companies owning a 10% or greater interest of those listed business entities?	☐	☐

If you answered **YES** to Question 4, you must disclose the information requested in the space below:*
(a) the names and addresses of all stockholders in the corporation who own 10% or more of its stock, of any class;
(b) all individual partners in the partnership who own a 10% or greater interest therein; or,
(c) all members in the limited liability company who own a 10% or greater interest therein. The disclosure(s) shall be continued until the names and addresses of every non-corporate stockholder, individual partner, and/or member a 10% or greater interest has been identified.

NAME		NAME	
ADDRESS		ADDRESS	
ADDRESS		ADDRESS	
CITY	STATE ZIP	CITY	STATE ZIP
NAME		NAME	
ADDRESS		ADDRESS	
ADDRESS		ADDRESS	
CITY	STATE ZIP	CITY	STATE ZIP

5. As an alternative to completing this form, a Vendor with any direct or indirect parent entity which is publicly traded, may submit the name and address of each publicly traded entity and the name and address of each person that holds a 10% or greater beneficial interest in the publicly traded entity as of the last annual filing with the federal Securities and Exchange Commission or the foreign equivalent, and, if there is any person that holds a 10% or greater beneficial interest, also shall submit links to the websites containing the last annual filings with the federal Securities and Exchange Commission or the foreign equivalent and the relevant page numbers of the filings that contain the information on each person that holds a 10% or greater beneficial interest.*

_____
_____
_____

** Attach additional sheets if necessary*

DPP Rev. 9.21.2022

6.8. ACKNOWLEDGEMENT OF ADDENDA FORM

Pursuant to *N.J.S.A.* 40A:11-23.1a, the undersigned Bidder hereby acknowledges receipt of the following notices, revisions, or addenda to the Request for Bids for Communications Lease Agreement. By indicating date of receipt, Bidder acknowledges the submitted Bid takes into account the provisions of the notice, revision, or addendum. Note that the Borough's record of notice to Bidder shall take precedence and that failure to include provisions of changes in a proposal may be subject for rejection of the Bid.

I _____, acknowledge receipt of the following addenda and or revisions. They are as follows:

Borough Reference Number or Title of Addendum/Revision	How Received (mail, fax, pick-up, etc.)	Date Received

If no Addenda was issued or received by Bidder, check here: _____

Acknowledgement by Bidder:

Name of Bidder: _____

By Authorized Representative:

Signature: _____

Print Name and Title:_____

Date: _____

7. CONTRACT DOCUMENTS

7.1. EQUAL EMPLOYMENT OPPORTUNITY FORMS

MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE
N.J.S.A. 10:5-31 et seq. (P.L.1975, c.127) — N.J.A.C. 17:27 et seq.
GOODS, GENERAL SERVICES, AND PROFESSIONAL SERVICES CONTRACTS

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

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

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

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

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

The contractor or subcontractor agrees to make good faith efforts to meet targeted county employment goals established in accordance with *N.J.A.C.* 17:27-5.2.

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

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

In conforming with the targeted employment goals, the Contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The contractor shall submit to the public agency, after notification of award but prior to execution of a goods and services contract, one of the following three documents: Letter of Federal Affirmative Action Plan Approval; Certificate of Employee Information Report; or Employee Information Report Form AA-302 (electronically provided by the Division and distributed to the public agency through the Division's website at https://www.nj.gov/treasury/contract_compliance/).

The contractor and its subcontractors shall furnish such reports or other documents to the Division of Purchase & Property, CCAU, EEO Monitoring Program as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Division of Purchase & Property, CCAU, EEO Monitoring Program for conducting a compliance investigation pursuant to *N.J.A.C.* 17:27-1.1 et seq.

MANDATORY EQUAL EMPLOYMENT OPPORTUNITY NOTICE

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

This form is a summary of the successful wireless telecommunication provider's requirement to comply with the requirements of ***N.J.S.A. 10:5-31 et seq.*** and ***N.J.A.C. 17:27 et seq.*** The successful wireless telecommunication provider shall submit to the Borough of Mount Arlington, after notification of award but prior to execution of this contract, one of the following three documents as forms of evidence:

a. A photocopy of a valid letter that the vendor is operating under an existing Federally approved or sanctioned affirmative action program (good for one year from the date of the letter); OR

b. A photocopy of a Certificate of Employee Information Report approval, issued in accordance with *N.J.A.C.* 17:27-1.1 et seq.; OR

c. A photocopy of an Employee Information Report (Form AA302) to be completed by the vendor in accordance with *N.J.A.C.* 17:27-1.1 et seq.

The successful wireless telecommunication provider should obtain and submit the Employee Information Report (AA302) on line from the Division of Purchase and Property at the following link: https://www.nj.gov/treasury/contract_compliance/documents/pdf/forms/aa302.pdf

The undersigned wireless telecommunication provider certifies that it is aware of the commitment to comply with the requirements of *N.J.S.A.* 10:5-31 *et seq.* and *N.J.A.C.* 17:27 *et seq.* and agrees to furnish the required forms of evidence.

The undersigned wireless telecommunication provider further understands that its submission shall be rejected as non-responsive if said wireless telecommunication provider fails to comply with the requirements of *N.J.S.A.* 10:5-31 *et seq.* and *N.J.A.C.* 17:27 *et seq.*

RESPONDENT: _____

SIGNATURE: _____ PRINT NAME: _____

TITLE: _____ DATE: _____

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

The contractor and the Borough of Mount Arlington (hereafter "Borough") do hereby agree that the provisions of Title II of the Americans With Disabilities Act of 1990 (the "Act") *(42 U.S.C. S12101 et seq.)*, which prohibits discrimination on the basis of disability by public entities in all services, programs, and activities provided or made available by public entities, and the rules and regulations promulgated pursuant thereunto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the 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 comply with 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 Act which has been brought pursuant to its grievance procedure, the Contractor shall satisfy and discharge the same at its own expense.

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

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

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

Contractor from any liability, nor preclude the Borough from taking any other actions available to it under any other provisions of the Agreement or otherwise at law.

SIGNATURE: _____ PRINT NAME/TITLE: _____

RESPONDENT: _____ DATE: _____

7.2. CERTIFICATION OF NON-INVOLVEMENT IN PROHIBITED ACTIVITIES IN RUSSIA, BELARUS OR IRAN

Pursuant to *N.J.S.A.* 52:32-60.1 *et seq.*, any person or entity that seeks to enter into or renew a contract with a public entity must certify that it is not identified on the Office of Foreign Assets Control (OFAC) Specially Designated Nationals and Blocked Persons List on account of activity relating to Russia or Belarus. In addition, pursuant to *N.J.S.A.* 52:32-57 *et seq.*, any person or entity seeking to enter into or renew a contract with a public entity must certify that neither it nor any of its parents, subsidiaries, or affiliates is identified on the New Jersey Department of the Treasury's Chapter 25 List of entities determined to be engaged in prohibited investment activities in Iran. Accordingly, the Bidder shall complete and submit with its Bid Proposal the standard Certification of Non-Involvement in Prohibited Activities in Russia or Belarus (NJ Rev. 1.22.2024) and the Disclosure of Investment Activities in Iran Form, as applicable.

DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN FORM

STATE OF NEW JERSEY
DEPARTMENT OF THE TREASURY - DIVISION OF PURCHASE AND PROPERTY
33 WEST STATE STREET, P.O. BOX 230 TRENTON, NEW JERSEY 08625-0230

BID SOLICITATION # AND TITLE: _____

VENDOR NAME: _____

Pursuant to N.J.S.A. 52:32-57, et seq. (P.L. 2012, c.25 and P.L. 2021, c.4) any person or entity that submits a bid or proposal or otherwise proposes to enter into or renew a contract must certify that neither the person nor entity, nor any of its parents, subsidiaries, or affiliates, is identified on the New Jersey Department of the Treasury's Chapter 25 List as a person or entity engaged in investment activities in Iran. The Chapter 25 list is found on the Division's website at https://www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf. Vendors/Bidders must review this list prior to completing the below certification. If the Director of the Division of Purchase and Property finds a person or entity to be in violation of the 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.

CHECK THE APPROPRIATE BOX

I certify, pursuant to N.J.S.A. 52:32-57, et seq. (P.L. 2012, c.25 and P.L. 2021, c.4), that neither the Vendor/Bidder listed above nor any of its parents, subsidiaries, or affiliates is listed on the New Jersey Department of the Treasury's Chapter 25 List of entities determined to be engaged in prohibited activities in Iran.

OR

I am unable to certify as above because the Vendor/Bidder and/or one or more of its parents, subsidiaries, or affiliates is listed on the New Jersey Department of the Treasury's Chapter 25 List. I will provide a detailed, accurate and precise description of the activities of the Vendor/Bidder, or one of its parents, subsidiaries or affiliates, has engaged in regarding investment activities in Iran by completing the information requested below.

Entity Engaged in Investment Activities _____
Relationship to Vendor/ Bidder _____
Description of Activities _____
_____
_____
Duration of Engagement _____
Anticipated Cessation Date _____

**Attach Additional Sheets If Necessary.*

CERTIFICATION

I, the undersigned, certify that I am authorized to execute this certification on behalf of the Vendor, that the foregoing information and any attachments hereto, to the best of my knowledge are true and complete. I acknowledge that the State of New Jersey is relying on the information contained herein, and that the Vendor is under a continuing obligation from the date of this certification through the completion of any contract(s) with the State to notify the State 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. If I do so, I may be subject to criminal prosecution under the law, and it will constitute a material breach of my contract(s) with the State, permitting the State to declare any contract(s) resulting from this certification void and unenforceable.

_____ _____
Signature Date

_____
Print Name and Title

DPP Rev. 12.13.2021

CERTIFICATION OF NON-INVOLVEMENT IN PROHIBITED ACTIVITIES IN RUSSIA OR BELARUS

Pursuant to N.J.S.A. 52:32-60.1, et seq. (L. 2022, c. 3) any person or entity (hereinafter "Vendor[i]") that seeks to enter into or renew a contract with a State agency for the provision of goods or services, or the purchase of bonds or other obligations, must complete the certification below indicating whether or not the Vendor is identified on the Office of Foreign Assets Control (OFAC) Specially Designated Nationals and Blocked Persons list, available here: https://sanctionssearch.ofac.treas.gov/. If the Department of the Treasury finds that a Vendor has made a certification in violation of the law, it shall take any 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.

I, the undersigned, certify that I have read the definition of "Vendor" below, and have reviewed the Office of Foreign Assets Control (OFAC) Specially Designated Nationals and Blocked Persons list, and having done so certify:

(Check the Appropriate Box)

○ A. That the Vendor is not identified on the OFAC Specially Designated Nationals and Blocked Persons list on account of activity related to Russia and/or Belarus.

OR

○ B. That I am unable to certify as to "A" above, because the Vendor is identified on the OFAC Specially Designated Nationals and Blocked Persons list on account of activity related to Russia and/or Belarus.

OR

○ C. That I am unable to certify as to "A" above, because the Vendor is identified on the OFAC Specially Designated Nationals and Blocked Persons list. However, the Vendor is engaged in activity related to Russia and/or Belarus consistent with federal law, regulation, license or exemption. A detailed description of how the Vendor's activity related to Russia and/or Belarus is consistent with federal law is set forth below.

_____

_____

_____

_____

_____

_____

(Attach Additional Sheets If Necessary.)

Signature of Vendor's Authorized Representative	Date
Print Name and Title of Vendor's Authorized Representative	Vendor's FEIN
Vendor's Name	Vendor's Phone Number
Vendor's Address (Street Address)	Vendor's Fax Number
Vendor's Address (City/State/Zip Code)	Vendor's Email Address

[i] Vendor means: (1) A natural person, corporation, company, limited partnership, limited liability partnership, limited liability company, business association, sole proprietorship, joint venture, partnership, society, trust, or any other nongovernmental entity, organization, or group; (2) Any governmental entity or instrumentality of a government, including a multilateral development institution, as defined in Section 1701(c)(3) of the International Financial Institutions Act, 22 U.S.C. 262r(c)(3); or (3) Any parent, successor, subunit, direct or indirect subsidiary, or any entity under common ownership or control with, any entity described in paragraph (1) or (2).

NJ Rev. 1.22.2024

7.3. PERFORMANCE AND PAYMENT BOND

PERFORMANCE AND PAYMENT BOND

TO: The Borough of Mount Arlington

RE : _____

(Proposer)

_____

(Contract Title)

Know all men by these presents, that we, _____ (An individual, a partnership, a corporation), duly organized under the Laws of the State of _____ and having a usual place of business at _____, as Principal, and _____, a corporation duly organized under the Laws of the State of _____ and duly authorized to do business in the State of _____ and having a usual place of business at _____, as Surety, are holden and stand firmly bound and obligated unto the Borough of Mount Arlington, as Obligee, in the sum of _____ Lawful money of the United States of America, to and for the true payment whereof we bind ourselves and, each of us, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

The condition of the above obligation is such that whereas, the above named principal did on the _____ day of _____, 2026, enter into a _____ Agreement for the _____ ("Agreement") with the Borough of Mount Arlington, which Agreement is made a part of this Bond the same as though set forth herein; Now, if the said _____ shall well and faithfully do and perform the things agreed by _____ to be done and performed according to the terms of said Agreement, and shall pay all lawful claims of beneficiaries as defined by *N.J.S.A.* 2A:44-143 for labor performed or materials, provisions, provender or other supplies or teams, fuels, oils, implements or machinery furnished, used or consumed in the carrying forward, performing or completing of said Agreement, we agreeing and assenting that this undertaking shall be for the benefit of any beneficiary as defined in *N.J.S.A.* 2A:44-143 having a just claim, as well as for the Obligee herein; then this obligation shall be void; otherwise the same shall remain in full force and effect; it being expressly understood and agreed that the liability of the surety for any and all claims hereunder shall in no event exceed the penal

amount of this obligation as herein stated. The said surety hereby stipulates and agrees that no modifications, omissions or additions in or to the terms of the said Agreement or in or to the plans or specifications therefor shall in anywise affect the obligation of said surety on its bond.

_____
(Print Name of Principal)

_____ (Print Name of Principal's Authorized Representative)	_____ (Signature of Principal's Authorized Representative)

_____
(Print Name of Surety)

_____ (Print Name of Attorney-in-Fact)	_____ (Signature of Attorney-in-Fact)

ATTACH AND SUBMIT WITH THE PROPOSAL, A POWER OF ATTORNEY FOR THE ATTORNEY-IN-FACT WHICH IS CURRENTLY DATED AND VALID FOR THE TOTAL AMOUNT OF THE REQUIRED PERFORMANCE AND PAYMENT BOND.

SURETY DISCLOSURE STATEMENT AND CERTIFICATION

_____, surety(ies) on the attached bond, hereby certifies (y) the following:

(1) The surety meets the applicable capital and surplus requirements of R.S.17:17-6 or R.S. 17:17-7 as of the surety's most current annual filing with the New Jersey Department of Insurance.

(2) The capital (where applicable) and surplus, as determined in accordance with the applicable laws of this State, of the surety (ies) participating in the insurance of the attached bond is (are) in the following amount(s) as of the calendar year ended December 31, _____ (most recent calendar year for which capital and surplus amounts are available), which amounts have been certified as indicated by certified public accountants (indicating separately for each surety that surety's capital and surplus amounts, together with the name and address of the firm of certified public accounts that shall have certified those amounts): _____ _____ _____

(3) **(a)** With respect to each surety participating in the issuance of the attached bond that has received from the United States Secretary of the Treasury a certificate of authority pursuant to 31 U.S.C.S. 9302, the underwriting limitation established therein and the date as of which that limitation was effective is as follows (indicating for each such surety that surety's underwriting limitation and the effective date thereof):_____ _____ _____

(b) With respect to each surety participating in the issuance of the attached bond that has not received such a certificate of authority from the United States Secretary of the Treasury, the underwriting limitation of that surety as established pursuant to R.S. 17:18-9 as of (date as of which such limitation was so established is as follows (indicating for each such surety that surety's underwriting limitation and the date which that limitation was established):_____ _____ _____

(4) The amount of the bond to which this statement and certification is attached is $_____.

(5) If, by virtue of one or more contracts of reinsurance, the amount of the bond indicated under item (4) above exceeds the total underwriting limitation of all sureties on the bond as set forth in items (3) (a) or (3) (b) above, or both, then for each such contract of reinsurance:

(a) The name and address of each such reinsurer under that contract and the amount of that reinsurer's participation in the contract is as follows:_____
_____
_____

(b) Each surety that is party to any such contract of reinsurance certificate that each reinsurer listed under item (5) (a) satisfies the credit for reinsurance requirement established under P.L. 1993 c. 243 (C.17:51B-1, et seq.) and any applicable regulations in effect as of the date on which the bond to which this statement and certification is attached shall have been filed with the appropriate public agency.

CERTIFICATE

(to be completed by an authorized certifying agent for each surety on the bond)

I _____ (**name of agent**), as _____ (**title of agent**) for _____(**name of surety**), a corporation/mutual insurance company/other (**indicating type of business organization - circle one**) domiciled in _____ (**state or domicile)**, DO HEREBY CERTIFY that, to the best of my knowledge, the foregoing statements made by me are true, and ACKNOWLEDGE that, if any of those statements are false, this bond is VOIDABLE.

_____

SIGNATURE OF CERTIFYING AGENT

_____

PRINT NAME OF CERTIFYING AGENT

_____

TITLE OF CERTIFYING AGENT

7.4. CERTIFICATE OF INSURANCE

BOROUGH OF MOUNT ARLINGTON INSURANCE REQUIREMENTS

1. General requirements

The successful respondent ("Lessee") shall, at its sole cost and expense, procure and maintain the insurance specified below for all activities arising from or relating to the leased premises, tower, equipment, improvements, access areas, and associated operations.

Required insurance shall be effective before the Lessee or its contractors enter the premises or commence any work and shall remain in effect throughout the lease term, including extensions and renewals, and until removal and restoration obligations have been completed. Coverage required to continue after completion or termination shall be maintained for the periods specified below.

Insurance shall be issued by insurers authorized to transact the applicable insurance business in New Jersey, including eligible surplus lines insurers where appropriate, with an A.M. Best rating of not less than A−, Financial Size Category VIII, unless otherwise approved in writing by the Borough.

2. Required coverages and limits

Coverage	**Minimum requirements**
Commercial general liability	Occurrence-based coverage providing combined primary and umbrella/excess limits of at least $3,000,000 each occurrence, $3,000,000 general aggregate, and $3,000,000 products/completed operations aggregate. Primary CGL shall provide at least $1,000,000 each occurrence, $2,000,000 general aggregate, $2,000,000 products/completed operations aggregate, and $1,000,000 personal and advertising injury.
Automobile liability	Coverage for owned, hired, and non-owned vehicles used in connection with the lease, with combined primary and umbrella/excess limits of at least $3,000,000 combined single limit each accident. Primary automobile liability shall provide at least $1,000,000 combined single limit each accident.
Workers' compensation	Statutory benefits as required by New Jersey law and any other applicable jurisdiction.
Employers' liability	$1,000,000 bodily injury by accident—each accident; $1,000,000 bodily injury by disease—each employee; and $1,000,000 bodily injury by disease—policy limit.

Coverage	**Minimum requirements**
Umbrella/excess liability	Limits sufficient to satisfy the required combined liability limits. Coverage shall apply over commercial general liability, automobile liability, and employers' liability and shall not introduce exclusions that materially defeat the coverage required by this section.
Property insurance	Special-form or equivalent coverage at 100% replacement cost for the Lessee's tower, antennas, shelters, equipment, generators, and other improvements, including debris removal. Installation floater or builders' risk coverage shall apply during construction or installation, as appropriate.
Pollution liability	Where the Lessee installs, maintains, or uses generators, fuel tanks, or other equipment or materials presenting a pollution exposure: at least $1,000,000 each pollution condition or claim and $2,000,000 aggregate. Coverage shall include tenant-caused pollution resulting in third-party bodily injury, property damage, and on-site and off-site cleanup costs.

Aggregate protection. The primary CGL general aggregate shall apply separately to the leased location. The Lessee shall demonstrate that the primary and umbrella/excess program provides the required combined aggregate protection applicable to the leased premises. Any proposal relying on a shared blanket excess aggregate shall disclose that arrangement and is subject to the Borough's written approval.

Covered operations. CGL shall include premises and operations, contractual liability applicable to the Lessee's indemnification obligations, independent contractors, products/completed operations, and personal and advertising injury. Coverage shall apply to the actual tower operations and work performed, including construction, climbing, installation, inspection, maintenance, repair, alteration, and removal. Exclusions for height-related work, collapse, or underground work shall not eliminate coverage for activities undertaken under the lease.

Claims-made pollution coverage. If pollution insurance is written on a claims-made basis, the retroactive date shall precede the commencement of the applicable exposure. The Lessee shall maintain continuous coverage, or an extended reporting period, for at least three years after termination of the lease and completion of removal and restoration.

3. Borough protection and endorsements

Additional insureds. The Borough of Mt. Arlington and its elected and appointed officials, officers, employees, and agents shall be included as additional insureds under the Lessee's CGL and applicable umbrella/excess policies for liability arising from the Lessee's use or occupancy of

the premises and its operations or work. Automobile and pollution policies shall provide additional-insured protection where applicable and available for the covered exposure.
Additional-insured protection shall include ongoing operations and, where applicable, completed operations. Contractors performing construction, installation, repair, alteration, or removal shall provide appropriate ongoing and completed-operations endorsements.

Primary and noncontributory. Insurance protecting the Borough as an additional insured shall be primary and noncontributory to the Borough's insurance or self-insurance. Umbrella/excess coverage shall respond above the Lessee's applicable primary coverage without requiring contribution from the Borough's coverage.

Waiver of subrogation. To the extent permitted by law, the Lessee shall obtain waivers of subrogation in favor of the Borough under workers' compensation, property, and applicable liability policies.

Property interests. The Borough shall be included as loss payee under property coverage to the extent of its insurable interest, if any. The Lessee remains responsible for insuring its property and performing its repair, removal, and restoration obligations.

Deductibles and retentions. All deductibles and self-insured retentions shall be disclosed and remain the sole responsibility of the Lessee. Any retention arrangement that could impair the Borough's protection is subject to written approval. Self-insurance shall not substitute for required coverage without the Borough's prior written approval.

4. Evidence, compliance, and continuation

Proposal submission. Each respondent shall provide a statement confirming its ability to comply with these requirements and identify every requested exception. Exceptions shall not be deemed accepted unless expressly approved in writing by the Borough.

Evidence before access. Before lease execution and before access or work begins, the Lessee shall provide certificates of insurance, applicable additional-insured endorsements, primary/noncontributory endorsements, waivers of subrogation, and evidence of location-specific aggregate protection. The Borough may request relevant policy provisions or complete policies. Certificates alone shall not satisfy endorsement requirements.

Renewals and notice. Renewal evidence shall be provided before existing coverage expires. The Lessee shall obtain endorsements providing the Borough with 30 days' advance notice of cancellation, except 10 days for nonpayment of premium, where available. Independently of insurer notice, the Lessee shall promptly notify the Borough upon learning of cancellation, nonrenewal, lapse, or a material reduction affecting compliance.

Contractors and co-locators. The Lessee shall require contractors, subcontractors, and co-locators to maintain insurance appropriate to their activities and exposures, including required additional-insured protection for the Borough. The Lessee shall verify compliance before

permitting their work or occupancy and furnish supporting evidence upon request. Their insurance shall not relieve the Lessee of its obligations.

Completed operations. The Lessee shall maintain required products/completed operations coverage and require construction contractors to maintain applicable completed-operations coverage and additional-insured protection for at least three years after completion of their work.

Failure to maintain coverage. The Borough may prohibit access or suspend affected work when required insurance is absent or evidence is deficient, subject to applicable law and the lease's enforcement provisions. Such action shall not relieve the Lessee of its obligations.

No limitation of liability. Required insurance limits shall not limit the Lessee's liability, indemnification obligations, or responsibility for uninsured losses. The Borough's review or acceptance of insurance documentation shall not waive compliance or constitute a representation that coverage is adequate.