



COUNTY OF UNION
BID SUBMISSION CHECKLIST
Telecommunications Monopole

BA# 44-2024

Each bidder should complete this form, ***initial*** each entry, sign and date at the bottom and submit with bid.

- _____ 1. Bidder Signature Page – *follow instructions and fill out completely*
- _____ 2. Statement of Ownership Disclosure (2 pages) – *fill out completely*
- _____ 3. Non-Collusion Affidavit – *fill out completely and notarize*
- _____ 4. Americans with Disabilities Form
- _____ 5. Disclosure of Investment Activities in Iran
- _____ 6. Prohibited Russia-Belarus Activities Form
- _____ 7. Copy of a State of New Jersey **Business Registration Certificate (“BRC”)** issued in the company name of the bidder and in the names of any subcontractors, if applicable
- _____ 8. Certificate of Insurance Statement
- _____ 9. Addenda Receipt Form – **ONLY INCLUDE ADDENDA(S) WERE RECEIVED**

NAME OF BIDDER: _____ DATE: _____

COUNTY OF UNION

Notice to Bidders

SEALED BIDS will be received by the Director of the Division of Purchasing of the County of Union, New Jersey or her designee on October 9, 2024 at **2:30 p.m.** prevailing time in the **3rd Floor Conference Room**, U.C. Administration Building, 10 Elizabethtown Plaza, Elizabeth, New Jersey for:

THE AWARD OF A LEASE AGREEMENT FOR THE CO-LOCATION OF TELECOMMUNICATIONS EQUIPMENT ON THE FIFTH POSITION OF THE EXISTING TELECOMMUNICATIONS MONOPOLE, AND ANCILLARY WIRELESS TELEPHONE SUPPORT EQUIPMENT AND STRUCTURES ON COUNTY PROPERTY LOCATED AT BLOCK 8302, LOT 11, 2471 SOUTH AVENUE, SCOTCH PLAINS, NEW JERSEY

BA# 44-2024 – Telecommunications Monopole

in accordance with the specifications and forms of the bid packages furnished by the Division of Purchasing. The County reserves the right to reject any and all bids and to waive any and all informalities in the bid.

Bids shall be submitted in a sealed envelope and clearly marked with the subject of the bid, name and address of the bidder, phone & fax number, and date of the bid opening. Each bid must be delivered to reach the Division of Purchasing prior to the stated time of the opening of the bids. **No** late bids will be accepted. The County will not be responsible for late delivery by the U.S. Mail or any other carrier. If hand delivered, please note that parking and security access at the County Complex may cause delays and bidders should take them into consideration in order to submit a timely bid. **No** late bids will be accepted. 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.

Bid packages may be obtained by registering and downloading at <http://ucnj.org/bid-specs> or in person from the Division of Purchasing (3rd floor), Union County Administration Building, 10 Elizabethtown Plaza, Elizabeth, New Jersey 07207 or via U.S. Mail per request. Fax requests for bid packages to 908-558-2548 or call 908-527-4130.

Michelle Hagopian, Assistant Director of Purchasing

GENERAL SPECIFICATIONS

Revised 2/9/2023
Concessions

1. RECEIPT OF BIDS

The Division of Purchasing will receive sealed bids for this work at the Union County Administration Building, 10 Elizabethtown Plaza, Elizabeth, New Jersey 07207 on the date and time and in the place noted on the sheet marked "Invitation to Bid".

Bids for this work should be enclosed in a sealed envelope addressed to the Purchasing Division, County of Union, New Jersey, Union County Administration Building, 10 Elizabethtown Plaza, Elizabeth, New Jersey 07207, with the full name of the bid and the bid opening date and time clearly marked on the outside. Any outer shipping container must be marked in the same way. Refer to the sheet marked "Invitation to Bid" for the correct name of the bid and the bid opening date.

The County will not assume responsibility for bids forwarded by U.S. mail or any other delivery service. It is the bidder's responsibility to see that the bids are presented to the Purchasing Division at the time and place designated. Under no circumstances will a bid be accepted after the time designated for the bid opening.

All Bid Form pages are to be filled out with a typewriter or pen and ink. The bidder in ink must initial erasures or alterations. Bid prices will be accepted only on the Bidding Sheet supplied. In the event there is a discrepancy between any unit price given and the extended total, the unit price will govern. Any discrepancies will be mathematically adjusted.

N.J.S.A. 54:32B-1 et seq. exempts all materials sold to the County of Union from sales or use taxes and these should not be included in the prices provided on the Bidding Sheet.

The Bidder's Signature Page, Non-Collusion Affidavit, and Bidder's Disclosure Statement should be completely filled out and submitted in the sealed bid. If specified, Equipment Statement, Experience Statement, Bid Bond, Consent of Surety, N.J. Public Works Contractor's Registration Certificate, a State of New Jersey Department of the Treasury Business Registration Certificate and List of Sub-contractors should also be included in the sealed bid. Refer to the Bid Document Submission Checklist for all required documents.

2. QUALIFICATION OF BIDDERS

The County of Union may make such investigation, as it deems necessary to determine the ability of bidder to perform the work. The County of Union reserves the right to reject any bid if investigation of such bidder fails to satisfy the County of Union that such bidder is properly qualified to carry out obligations under the Contract, and to complete work contemplated therein.

Bidders are required to submit the names and addresses of the officers or principals of the Corporation, Firm or Partnership submitting a proposal or bid. Failure to comply will result in the rejection of such bid as non-responsive.

The County of Union has the right to reject any and all bids from any bidder that is in, or contemplates bankruptcy of any chapter or nature. Said bidder shall notify the County, in writing, of any condition or knowledge of the same.

3. RESERVATIONS

The County reserves the right to reject any or all bids and also reserves the right to waive any non-material defects in the bids received. The successful bidder shall not assign, transfer, convey, sublet or otherwise dispose of the contract or any part thereof to anyone without the written consent of the County of Union.

4. AWARD AND EXECUTION OF CONTRACTS

The County of Union, in accordance with N.J.S.A. 40A:11-24, shall award the contract or reject all bids within sixty (60) days; except that the bids of any bidders who consent thereto may, at the request of the County be held for consideration for such longer periods as may be agreed.

When two (2) or more low bids are equal in all respects, awards will be made according to the provisions of N.J.S.A. 40A:11-6.1(d).

5. PATENT CLAIMS

The successful bidder (Lessee) shall protect, defend, indemnify - and save the County harmless from any and all claims, suits, demand for damages, royalties, or fees on any patented invention used by it in connection with the supplies furnished and work performed under this contract, and it shall be the duty of the Lessee, if so demanded by the County, to furnish said County with proper legal release and/or indemnity from and against all such claims and any and all payments due, including, but not limited to, payments for royalties and license fees - under such contract if the County so elects.

6. INSURANCE REQUIREMENTS

The successful bidder (Lessee) shall procure and maintain at all times while the contract is in full force and effect, the following insurance coverage with an insurance company or companies acceptable to the County, with limits not less than those shown below. A Certificate of Insurance shall be filed with the County prior to commencement of the work reflecting the following:

- a) Commercial General Liability (CGL): Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury, and personal & advertising injury with limits no less than \$5,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
- b) Automobile Liability: Insurance Services Office Form Number CA 0001 covering, Code 1 (any auto), or if Lessee has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than \$2,000,000 per accident for bodily injury and property damage.
- c) Workers Compensation: As required by the State of New Jersey and Employers Liability with limits not less than \$1,000,000 per accident for bodily injury or disease.
- d) At the start of and during the period of any construction, builder's all-risk insurance, together with an installation floaters or equivalent property coverage covering cables, materials, machinery and supplies of any nature whatsoever which are used in or incidental to the installation of the monopole. Upon completion of the installation of their antennae and accessory structures and the installation of their equipment, the successful bidders shall substitute for the foregoing insurance policies of fire, extended coverage and vandalism and malicious mischief insurance of the premises. The amount of insurance at all times shall be representative of the insurable values installed or constructed.
- e) The County shall have the right to have the insurance proceeds applied to reconstruction, replacement and repair of any antennae, accessory structures or equipment.

Commercial General Liability insurance policies shall name the County of Union and its officers, officials, agents, and employees as an additional insured, and shall indemnify and hold the County of Union harmless from any action arising out of the Lessees' use and occupancy of the monopole and the Premises.

Where applicable, a waiver of subrogation in favor of the County of Union, its Board of County Commissioners, officers, employees, agents, servants, is to be included in those policies of insurance where permitted by law.

Notice of Cancellation: Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the County.

Special Risks or Circumstances: The County reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

7. INDEMNIFICATION REQUIREMENTS

The successful bidder (Lessee) shall indemnify, defend and hold harmless the County and its agents and employees from and against all claims, damages, losses and expenses, including attorney's fees, arising out of or resulting from the performance of the contract which is attributable to personal injury, including bodily injury, property damage and the loss of use resulting there from, or the loss of use of tangible property, which has not been physically injured or destroyed, and is caused in whole or in part by an act or omission of the Lessee, any subcontractor of the supplier, any one directly or indirectly employed by any of them or anyone for whose acts any of them may be liable.

8. NON-DISCRIMINATION

The parties to this contract do hereby agree to comply with the provisions of N.J.S.A. 10:2-1 through 10:2-4, N.J.S.A. 10:5-31 through 10:5-38 et seq. (P.L. 1975, c. 127), dealing with discrimination in employment on public contracts and the rules and regulations promulgated pursuant thereto are hereby made a part of this contract and are binding on them. The bidder agrees that it will not discriminate against any employee who is employed in the work to be covered by any contract resulting from this bid because of color, race, creed, religion, national origin or ancestry.

9. AMERICANS WITH DISABILITIES ACT OF 1990

Discrimination on the basis of disability in contracting for the delivery of services is prohibited. Bidders are required to read the Americans with Disabilities language that is part of the documents attached hereto and agree that the provisions of Title II of the Act are made part of the contract. The successful bidder (Lessee) is obligated to comply with the Act and hold the County harmless.

10. PROHIBITED ACTIVITIES IN RUSSIA AND BELARUS & INVESTMENT ACTIVITIES IN IRAN

P.L. 2022, c. 3 prohibits the award, renewal, amendment, or extension of State and local public contracts for goods or services with persons or entities engaging in prohibited activities in Russia or Belarus. P.L. 2012, c.25 prohibits the award or renewal of State and local public contracts for goods and services with persons or entities engaged in certain investment activities in the energy or finance sectors of Iran.

Before a goods and services contract can be entered into, vendors and contractors must certify that neither they nor any parent entity, subsidiary, or affiliate is listed on the New Jersey Department of the Treasury's list of entities determined to be engaged in prohibited activities in Russia or Belarus pursuant to P.L. 2022, c. 3 ("Russia-Belarus list") or in Iran pursuant to P.L. 2012, c. 25 ("Chapter 25 list").

11.LESSEE'S EMPLOYEES

The successful bidder (Lessee) must employ only suitable and competent labor in the work, and must remove from the work any incompetent, unsuitable, or disorderly person upon complaint from the County.

There will be no discrimination against any employee who is employed in the work to be covered by any contract resulting from this bid because of age, race, creed, color, national origin, ancestry, marital status or sex

Any person, firm, or corporation violating the provisions of this Section will be deemed and judged a disorderly person.

12.ON SITE STORAGE

In the event that it is necessary for the successful bidder (Lessee) to stockpile or store materials or equipment on the premises, the Lessee shall inform the County of such necessity and County may offer available space, if any, for storage of such materials or equipment. The Lessee shall use said space only for such purpose. Any and all materials which may be stored in such space or which may be brought onto the job site at any time by the Lessee will be at the Lessee's sole risk. The County will not be responsible for loss of or damage to said materials or equipment for any cause whatsoever. The Lessee shall take necessary measures to protect any such storage area and shall be responsible for any and all damages.

13.SAFETY

The successful bidder (Lessee) shall observe all rules and regulations of the Federal, State, and local health officials. Attention is directed to Federal, State, and local laws, rules, and regulations concerning construction safety and health standards. The Contractor shall not require any worker to work in surroundings or under conditions that are unsanitary, hazardous, or dangerous to the worker's health or safety.

The Lessee shall admit, without delay and without the presentation of an inspection warrant, any inspector of PEOSH and/or OSHA or other legally responsible agency involved in safety and health administration upon presentation of proper credentials.

The Lessee shall at times conduct the work to provide for the safety and convenience of the general public and

protection of persons and property. The safety provisions of applicable laws, PEOSH and/or OSHA regulations, building and construction codes, and the rules and regulations of the New Jersey Department of Labor and Commerce shall be observed.

14.PERMITS

The successful bidder (Lessee) will obtain all necessary permits required by law and provide the County with necessary approvals prior to commencement of permitted work.

15.DAMAGES

The successful bidder (Lessee) will be held responsible for all damages that may occur to work, or to persons or property by reason of the nature of the work or from the elements, or by reason of inadequate protection of the work, or from any carelessness or negligence on his part or on the part of its employees.

16.DEFAULT OF LEASE

The successful bidder (Lessee) shall make monthly rental payments as provided for in the Lease. The County shall provide written notice if payment is not timely received. The successful bidder (Lessee) shall have a grace period of fourteen (14) days from the date rent is due, If payment is not received by the end of the grace period, the successful bidder (Lessee) shall be considered to be in default of the Lease, thereby entitling the County to terminate the Lease.

17.TERMINATION OF CONTRACT

If, through any cause, the successful bidder (Contractor) fails to fulfill in timely and proper manner its contractual obligations, or if the Contractor violates any of the warranties or stipulations of its contract, the County will thereupon have the right to terminate such contract by giving ten (10) days written notice to the Lessee of such termination and cause therefore, and specifying the effective date of such termination.

In addition, the County may terminate the Contract without cause by first giving thirty (30) days prior written notice of its intent to do so. Notice hereunder shall be deemed to have been sufficiently given if given in person to the Lessee, or sent by registered mail at the addresses specified in the contract.

18.RIGHT TO KNOW ACT

The provisions of N.J.S.A. 34:5A-1 et seq. and N.J.A.C 5:89-5 et seq., which require the labeling of all containers of hazardous substances are applicable to this contract. Therefore, all goods offered for purchase to the County or used by a contractor in the course of any construction, maintenance, repair or performance of a concession must be labeled and stored by the contractor in compliance with the provisions of the Act. Containers that the law and rules require to be labeled shall show the Chemical Abstracts Service number of all the components and the chemical name. Further, all applicable Material Safety Data Sheets (MSDS) aka hazardous substance fact Sheet, must be furnished.

19.BUSINESS REGISTRATION CERTIFICATE

BUSINESS REGISTRATION CERTIFICATE
Mandatory Requirement – Effective 1/18/2010

P.L. 2009, c.315, requires that a contracting agency must receive proof of the successful bidder's business registration prior to the award of a contract. However, the proof must show that the successful bidder was in fact registered with the State of New Jersey Department of the Treasury, Division of Revenue and obtained the business registration prior to the receipt of bids.

If subcontractors are named on the bid, proof of the business registration for each must be provided prior to the award of a contract. Similarly to the successful bidder, the proof must show that each subcontractor was registered with the State of New Jersey Department of the treasury, Division of Revenue and obtained the business registration prior to the receipt of bids.

Proof of business registration shall be:

- A copy of a Business Registration Certificate issued by the Department of the Treasury, Division of Revenue; or
- A copy of the web printed version provided by the NJ Division of Revenue

Register online at www.nj.gov/treasury/revenue/busregcert.shtml. Click the "online" link and then select "Register for Tax and Employer Purposes or call the Division at 609-292-1730.

Note: A N.J. Certificate of Authority is not acceptable.

FAILURE to submit proof of registration of the successful bidder or any subcontractor named on the bid is considered a **MANDATORY REJECTION** of bids (A **NON-WAIVABLE DEFECT**). This covers construction work as well as non-construction bids.

IN ADDITION:

The contractor shall provide written notice to all **subcontractors and suppliers** not specifically named on the bid of the responsibility to submit proof of business registration to the contractor. The requirement of proof of business registration extends down through all levels (tiers) of the project.

Before final payment on the contract is made by the contracting agency, the contractor shall submit an accurate list and the proof of business registration of each subcontractor or supplier used in the fulfillment of the contract, or shall attest that no subcontractors were used.

For the term of the contract, the contractor and each of its affiliates and a subcontractor and each of its affiliates [N.J.S.A. 52:32-44(g)(3)] shall collect and remit to the Director, New Jersey Division of Taxation, the use tax due pursuant to the Sales and Use Tax Act on all sales of tangible personal property delivered into this State, regardless of whether the tangible personal property is intended for a contract with a contracting agency.

A business organization that fails to provide a copy of a business registration as required pursuant to section 1 of P.L.2001,c.134 (C.52:32-44 et al.) or subsection e. or f. of section 92 of P.L.1977,c.110 (C.5:12-92), or that provides false business registration information under the requirements of either of those sections, shall be liable for a penalty of \$25 for each day of violation, not to exceed \$50,000 for each business registration copy not properly provided under a contract with a contracting agency.

Instruction to Bidders

1. Intent

- a. The County of Union (County) seeks proposals for the lease of County property commonly known as 2371 South Ave, Scotch Plains, NJ 07076, hereinafter referred to as "the Premises" or "Monopole." Award shall be made to the highest bidder to lease the Fifth position on the Monopole, for the co-location of telecommunication equipment, and any necessary ancillary wireless telephone support equipment and structures
- b. Terms of Monopole Lease: The terms of the Lease dated October 2005, and amended on December 26, 2007 (the "Monopole Lease"), annexed as Exhibit A, shall be fully incorporated into the lease that may be awarded to the highest bidder. Note that whenever the name "Omnipoint Communications, Inc." is recited in the Lease, the name "Vertical Bridge" shall be substituted.
- c. The Monopole Lease (Lease) expires on December 26, 2027. Any lease that may be awarded to the highest bidder shall terminate on that same date.
- d. The Monopole has five (5) cell carrier positions. The only position currently available to lease is the position designated as Fifth Position Carrier.
- e. The awarded Lease shall include the right to install and maintain antennas for use in connection with wireless telecommunications. equipment, together with the right to erect and maintain an equipment cabinet/shelter on said Premises
- f. If a bidder is awarded a lease on the Monopole, upon termination the lessee must provide written notice to the County that all materials owned and operated by the cell carrier have been removed, the date they were removed, and that existing, remaining infrastructure surrounding the site is left undamaged. The carrier must repair any damage.
- g. If a bidder is awarded a lease on the Monopole, the County shall provide the Lessee with access to the leased premises 24 hours a day, 7 days a week, from the nearest public street (South Avenue). The Lessee must contact the County prior to accessing the Premises, by contacting the Department of Public Works and Facilities Management.

2. Specification Details

a. Responsibility to submit site plan:

Each bidder shall submit with its bid proposal a site plan outlining existing equipment, the proposed location of bidder's equipment, and a vertical profile of the Monopole depicting existing heights, equipment locations, existing carriers, and existing mounted equipment. The proposed plan will be subject to County approval.

b. Approvals:

No improvements, construction, installation or alteration of or on the site shall be commenced until plans for such work have been approved by the appropriate County agency and all necessary permits have been properly obtained by the highest successful bidder. Prior to applying for said approvals, the successful bidder shall submit plans and specifications for co-location to the County Engineer for review. The plans shall include fully dimensioned site plan drawn to scale showing the proposed locations for ground area required; height of antenna, type and sizing of antenna mountings; and the proposed sizing and type of construction materials for all structures, and any other details the County may request.

c. Structural Analysis (SA)

Each successful bidder shall submit a passing rigorous structural analysis (SA) stamped by a professional engineer licensed in the State of New Jersey. In order for the SA to be considered accurate, an antenna and line mapping must be completed, at the bidder's expense, for all existing antennas, lines and ancillary equipment installed on the tower. The mapping information will be used in the SA for precise identification of existing equipment. The successful SA must also include the following considerations:

- i. 114 mph (3-second gust) w/o ice / 40 mph (3 second gust) w/ 1" ice
- ii. Ice density of 56 pcf

- iii. Class II
- iv. Exposure category "C"
- v. Topo Category 1
- vi. Telecommunications Industry Association engineering standard ANSI/TIA/EIA-22-F

3. Site Survey

Drawings of the Premises and pole are included in the appendices as part of the bid attachments depicting the location of the Monopole and accessory structures. The County makes no representations regarding the accuracy of the drawing or site plan. Further, the provision of the drawing or site plan does not alleviate the highest responsible bidder from the requirement to submit drawings and plans per section 2 of this specification, as contained herein, prior to execution of the lease. It shall be the responsibility of the bidder to verify all field conditions.

a. Accessory and ancillary structures.

The successful bidder shall be permitted to install or construct one accessory/ancillary structure or equipment cabinet concrete platform within the confines of the site. This will be considered the ground lease area. The successful bidder must keep any and all associated ground equipment within the confines of the ground space they intend to use. This includes but is not limited to utility racks, generators, cabinets, etc.

b. State and Federal Requirements

The proposed antennae 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 monopole. Structure does not require registration. There are no airports within 8 kilometers (5 miles) of the tower's coordinates. The antenna shall not be artificially lighted, unless required by FAA or other applicable authority. If for any reason lighting of the tower is required, the lighting alternatives and design shall cause the least disturbance to the surrounding properties and views and shall be subject to the approval by the County.

c. Close Out Package

Upon completion of the installation of the antennae, lines, ancillary equipment and ground space equipment, the successful bidder shall submit a complete close out package (COP). The COP must contain photos of the antenna/ancillary equipment models, a tape drop showing the rad height of the antennas, redlined CD's and any other COP forms that are commonly used to show completion of the installation.

4. Terms and Conditions

a. Lease agreement.

The successful bidder shall be required to enter into a lease agreement with the County of Union in a form satisfactory to the County. The County does not waive its rights to negotiate the form of the lease agreement.

b. Lease Term:

The lease term shall commence upon execution of the lease and shall terminate on December 26, 2027. This lease term will allow all positions to be aligned

- i. **Abandonment or Termination.** Upon termination of Lease Agreement or abandonment of the tower and premises by Lessee its designated Assignee, the County shall have the right of assuming ownership and/or negotiating additional responsibilities for the tower and premises with any then remaining Co-Locators.
- ii. **Removal of the Antennae and Accessory Structures.** Upon completion of term of the lease, the antenna and accessory structures shall be removed at the lessee's cost and expense. The County owns all rights and interests of co-locating telecommunications providers upon the tower subject only to the rights of the existing lessees. Lessees cannot enter into a lease agreement with another

telecommunications provider for space upon the tower until such time the County enters into a co-location agreement with said provider.

- iii. **Construction and Installation Time Frame.** The successful bidder shall be required to begin installation of its antenna, construction of the accessory structures necessary to operate same, and installation of equipment within thirty (30) days of the receipt of the appropriate approvals. Construction is to be performed in an expeditious and workmanlike manner but shall be completed within ninety (90) days.

c. Base rent.

Commencement of rent shall be due upon receipt of all required permits to begin construction. Each subsequent year the annual rental will be increased by the greater of 3% or percentage differential in the Consumer Price Index (the "CPI") applicable to the New York – Northern New Jersey Region for the month 60 days before the commencement of the Lease (or period to be increased) and the corresponding month of the following year, such increase is to be paid in equal monthly installments.

d. Use of Premises.

The successful bidder shall use the Premises for the installation, operation and maintenance of wireless communications or personal communications antennae and related equipment and a location-based system, including, without limitation, antenna(s), coaxial cable, base units and other associated equipment as such location-based system may require or as may be required by any county, state or federal agency/department. 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. The successful bidder shall not cause interference with the County's continued use of Block 22, Lot 11. The successful bidder shall also comply with the existing Lease Agreements.

e. Assignment and Subletting.

The successful bidder may not assign, sublet, or otherwise transfer all or any part of its interest in the Lease or in the Premises without the prior written consent of County, provided, however that the Lessee may assign its interest to its parent company, or any subsidiary or affiliate of it or its parent company or to any successor-in-interest or entity acquiring: 1) fifty percent (50%) or more of its stock or assets within the relevant market in which the Leased Premises are located; or 2) fifty percent (50%) or more of its stock or assets within the relevant market in which the Leased Premises are located as established by the Federal Communications Commission.

f. Maintenance, Repairs, and Utilities.

The successful bidder shall, at its own expense, maintain the leased premises and all improvements, 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 County maintains the common areas of the Leased Premises. Successful bidders 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.

g. Interference.

The successful bidder shall not cause interference to the radio frequency communication operations of the County, the municipalities of Scotch Plains, Fanwood, Westfield, or any government entity, or anyone holding an existing lease agreement with the County to operate/co-locate on the Premises. Should such interference occur, the Lessee shall promptly take all necessary action at no cost to the government entity or existing lessee, to eliminate the cause of said interference including, if necessary, removing or relocating equipment causing said interference, or powering down the equipment causing such interference, until such time as the interference is eliminated, except for intermittent testing. Additionally, the County

shall not permit the installation of any future equipment at the site which results in technical interference problems with the Cell Company's and any Lessee's then existing equipment. The successful bidder shall operate its facilities and equipment in compliance with all Federal Communications Commission (FCC) regulations and all other applicable laws.

EXHIBIT A

CERTIFIED TO BE A TRUE COPY
OF THE ORIGINAL

James A. [Signature]

74008

MONOPOLE LEASE AGREEMENT

AN AGREEMENT, originally entered into on the 3rd day of November, 2005, is hereby amended by this Agreement, agreed upon this 26 day of December, 2007, by and between the COUNTY OF UNION, a political subdivision of the State of New Jersey, having its office at 2 Elizabethtown Plaza, Elizabeth, N.J. 07207 (hereinafter, "Lessor"), and OMNIPOINT COMMUNICATIONS, INC., with offices located at 4 SYLVAN WAY, PARSIPPANNY, N.J. 07054 (hereinafter, "Cell Company" or "First Position Carrier"), and SPRINT SPECTRUM, with offices located at 1 INTERNATIONAL BOULEVARD, SUITE 800 MAHWAH, N. J. 07495 (hereinafter, "Third Position Carrier"), and New Cingular Wireless PCS, LLC, with offices located at 15 East Midland Avenue, Paramus, N.J. 07652 (hereinafter, "Fourth Position Carrier"), and , New York SMSA Limited Partnership d/b/a Verizon Wireless with offices located at One Verizon Way, Basking Ridge, N.J. 07920 (hereinafter, "Fifth Position Carrier" sometimes individually or collectively the Third, Fourth and Fifth Position Carriers are referred to as "Other Carrier" and the Cell Company and Other Carriers sometimes are collectively referred to as "Lessee").

WITNESSETH:

WHEREAS, the parties to this agreement, other than the County of Union, are successful bidders for the First, Third, Fourth or Fifth positions on a monopole constructed by the First Position Carrier at the County of Union's Department of Public Works location at the Northeast corner of 2371 South Avenue in Scotch Plains, New Jersey; and

WHEREAS, the Cell Company intends to design and constructed a monopole communication pole and related appurtenances on a portion of property located at 2371 South Avenue, Scotch Plains, New Jersey, said portion of property being hereinafter referred to as "Leased Premises"; and

WHEREAS, this Monopole Lease Agreement is intended to memorialize the Agreement of Lessor, Cell Company and each Other Carrier, as to the terms of the Monopole Lease Agreement;

NOW THEREFORE, in consideration of the mutual covenants herein expressed, it is agreed by and between the parties, as follows:

1. TERMS AND CONDITIONS

- 1.1. **Payment of Rent.** The Cell Company covenants and agrees to pay to the Lessor, as rent during the first year of the term hereof, the sum of \$24,120.00, in equal monthly installments of \$ 2,100.00 per month. The Third Position Carrier covenants and agrees to pay to the Lessor, as rent during the first year of the term hereof, the sum of \$21,600.00, in equal monthly installments of \$ 1,800.00 per month. The Fourth Position Carrier covenants and agrees to pay to the Lessor, as rent during the first year of the term hereof, the sum of \$25,000.00, in equal monthly installments of \$2,083.33 per month. The Fifth Position Carrier covenants and agrees to pay to the Lessor, as rent during the first year of the term hereof, the sum of \$24,500, in equal monthly installments of \$ 2,041.67 per month. The initial term of the lease shall be for a period of five (5) years. Each subsequent year the annual rental will be increased by the greater of three (3%) percent or the percentage differential in the consumer price index for New York-Northern New Jersey for the month 60 days before the commencement of the lease (or period to be increased) and the corresponding month of the following year, such increase to be paid in equal monthly installments. In no event shall the increase exceed 5% per annum. In addition to that increase, each Tenant shall be responsible for its allocatable share of any increase in real estate taxes based upon each's use of the property over the taxes for the base tax year which shall be tax year 2005. The increase in taxes shall be paid if ever assessed, and shall be one-twelfth of the tax increase between the amount assessed for taxes for the current calendar year and the amount assessed for taxes in the preceding calendar year. The Commencement of rent shall be due upon the first (1st) day of the month following the date that Lesscos receive a Building Permit.
- 1.2. **Lease Term.** The initial lease term shall be five (5) years with three (3) five (5) year renewal options, the last renewal option to be for 1 day less than five

years for a maximum of just under twenty (20) years. The renewal options provided the lessee is not in default shall be deemed exercised, unless written notification at least ninety (90) days before the end of the lease term is provided advising the Lessor that the Lessee does not intend to renew the lease. In the event that the Cell Company chooses not to renew the lease, then the Third, Fourth or Fifth position carrier respectively shall assume the obligations to maintain the monopole and its equipment and be entitled to any reimbursement provided by the collocation agreement for expenses incurred in the maintenance of the tower. The initial term of the Lease shall commence on the first (1st) day of the month following Lessees' receipt of a Building Permit.

- 1.3. **Abandonment or termination.** Upon termination or abandonment of the monopole the County of Union shall have the right of assuming ownership and/or requiring the last Collocator utilizing the premises to require the removal of all improvements and facilities relating to the monopole.
- 1.4. **Ownership of the Monopole.** Upon completion of the Lease Term, monopole shall be removed at Cell Company's cost and expense or Title to the monopole shall be transferred to the County by Bill-of-Sale for the sum of one (1) dollar at County's option.
- 1.5. **Simultaneous leasing of Leased Premises and collocation.** The Monopole Lease Agreement is intended to provide for simultaneous leasing of the leased premises to all bidders. This Monopole Lease Agreement describes how the successful bidders shall share, divide, allocate, contribute and/or bear responsibility for the cost of making any improvements to the leased premises. All successful bidders shall be required to enter into a "Construction Cost Sharing Collocation Agreement" with each other that shall state the rights and responsibilities to each other. Each successful bidder shall contribute a pro rata share to the cost of construction of the monopole and the installation of the County microwave dish and other governmental antennae. The Cell Company as the lead bidder shall be required to construct the monopole, administer and manage the Construction Cost Sharing Collocation Agreement, and accept the following additional responsibilities:
 - Managing height position of antennas and equipment cabinet locations (Priority for the choice height position of antennas and equipment cabinet locations shall be given in descending order according to the amount bid, except that the County of Union shall retain the 2nd position for its Cisco Aironet Wireless 1400 Bridge Antenna);
 - Control of the construction and installation of the leased premises;
 - Obtaining any necessary approvals or permits.
- 1.6. **Timing of Construction.** The Cell Company shall be required to apply on behalf of the County for any municipal planning or zoning applications to obtain site plan approval for all parties to this Agreement, to begin construction of the

monopole from the appropriate local authority within thirty (30) days after the execution of a Monopole Lease Agreement with the County. All successful bidders shall be required to simultaneously begin construction of the monopole and installation of equipment within thirty (30) days of the receipt of the appropriate approvals. Construction is to be performed in an expeditious and workmanlike manner but shall be completed within ninety (90) days.

1.7. **Use of premises by other providers.** The Cell Company as the successful lead bidder shall design and construct the monopole to accommodate at least four (4) additional telecommunications providers, the County's Cisco Aironet Wireless 1400 Bridge Antenna plus the County of Union's Police, Emergency Services and Public Works communications transmit and receive antennas and equipment. The Lead Bidder shall also design the site so that other providers, including the County will have adequate amount of space to locate their own ancillary and support equipment. The Third Position Carrier's lease area shall be 12' X 20' as shown in Exhibit A of this agreement. The Fourth Position Carrier's lease area shall be as shown in Exhibit B. The Fifth Position Carrier's lease area shall be shown in Exhibit C. The County of Union's use of space on the monopole shall be without charge to the County of Union, and the successful bidders shall locate and place the County of Union's or any municipal, state, or federal law enforcement or safety antennae and other facilities on the monopole at no cost to the County of Union. All wireless carriers shall be solely responsible for the cost of locating and placing their equipment onto the monopole and into ancillary support facilities, including any support building. This bid proposal is subject to Lessee being provided with sufficient Ground Space for the installment of its equipment and other appurtenances at a location to be identified, which is satisfactory to Lessee.

1.8. **Use of premises.** The lessees shall use the premises for the construction and operation of a wireless communications antenna and related equipment and a location based system, including, without limitation, antenna(s), coaxial cable, base units and other associated equipment as such location based system may be required by any county, state or federal agency/department. The successful bidders, shall at their expense, comply with all present and future Federal, State, County and Local laws, ordinances, rules and regulations (including laws and ordinances relating to health, safety, radio frequency emissions, and radiation) in connection with the use, operation, maintenance, construction and or installation of the premises. The use of the monopole may change as technology changes over time. Lessor shall provide Lessee with access to the leased premises twenty-four (24) hours a day, seven (7) days a week from the nearest public street, South Avenue.

2. Construction of Monopole

2.1. **Site Plan.** The Cell Company, prior to commencing construction, shall submit plans and specifications for improvements to the County Engineer for review and approval. No improvements, including improvements to be made on behalf of, or by the Other Carriers, construction installation or alteration shall be commenced until plans for such work is approved by the County and all necessary permits have been properly obtained by the Cell Company. The plans shall be signed and sealed by a licensed New Jersey Professional Engineer and include fully dimensioned site plan drawn to scale showing the proposed locations for ground area required; height of antenna, type and sizing of antenna mountings; 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 reasonable details the County or municipality may request. The Cell Company shall submit on behalf of the County of Union any appropriate planning or zoning board applications to the municipality(ies) for their review and comment.

2.2. **Monopole and foundation design.** The maximum height of the monopole shall not exceed one hundred-fifty (150) feet and shall be designed to accommodate a minimum of five (5) carriers with ten (10) feet of vertical separation of space. The design and construction of the foundation or pad must match the design to requirements of the monopole. The height shall be measured from the lowest finished grade to the highest vertical point on the primary structure. Construction of the monopole must conform to all applicable codes and regulations. The design and construction plans for the monopole and the foundation must be signed and sealed by a professional engineer licensed in the State of New Jersey. The monopole and foundation shall conform to the following specifications:

- Shall be designed under the Telecommunications Industry Association engineering standard ANSI/TIA/EIA-222-F. Design shall consult all local building codes for any specified higher wind codes as well as allow for a minimum ½ inch of solid radial ice accumulation on the tower structure and antennas.
- Shall be rated to hold up to five (5) sixteen (16) foot diameter six (6) inch low profile platforms with twelve (12) panel antennas per platform.
- Land, foundation, monopole, and access ports, shall be so configured and designed as to accommodate at least five (5) carriers, their respective support and ancillary equipment.

The leading bidder shall provision for co-development with a minimum of six hundred (600) amp service and Telco RDP or industry equivalent. It will be the responsibility of

the lead bidder to determine the adequacy of the site and subsurface conditions, and construction of a paved access road.

The Third Position Carrier's antenna centerline will be 130' AGL as shown in Exhibit A of this agreement.

Construction of the monopole will commence within ninety (90) days of a Notice to Proceed issued by the County of Union, Department of Engineering.

- 2.3. **Structural integrity.** Upon completion of the construction of the proposed monopole and installation of the antennae, the Cell Company shall submit a written report from a licensed New Jersey professional engineer certifying to the structural integrity of the monopole and footing and that all antennae mounted thereon are secure and that they meet or exceed applicable design-to, structural and construction safety requirements.
- 2.4. **State and Federal requirements.** The proposed monopole 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 monopole.
- 2.5. **Accessory and ancillary structures.** Each of the lessee shall be permitted to install or construct one (1) accessory/ancillary building or equipment cabinet concrete platform within the site. Each antenna system installed by the successful bidder shall consist of not more than twelve (12) antennas and three (3) cabinets. No lease shall cover more than one (1) antenna system of twelve (12) antennas and three (3) cabinets or less.
- 2.6. **Fencing and landscape.** The site on which the monopole, accessory, ancillary building or cabinets are situated shall be completely enclosed with a fence at least six (6) feet high made of a composition type fencing acceptable to the County and municipality, and shall include a locking security gate.
- 2.7. **Lighting.** The monopole shall not be artificially lighted, unless required by FAA or other applicable authority. If lighting is required, the lighting alternatives and design shall cause the least disturbance to the surrounding properties and views and shall be subject to the approval by the County and municipality.
- 2.8. **Mechanics' Liens.** If any mechanics or other liens shall be created or filed against the Leased Premises by reason of labor performed or materials furnished for the lessee in the erection, construction, completion, alteration, repair or addition to the monopole or improvement, the respective lessee shall, at the lessee's own cost and expense, cause such lien or liens to be satisfied and discharged of record together with any Notices of Intention that may have been filed. Failure to do so, shall entitle the Lessor to resort to such remedies as are provided herein in the case of any default of this Monopole Lease Agreement, in addition to such as are permitted by Law.

3. **Signs.** The Lessees shall not place nor allow to be placed any signs of any kind whatsoever, upon, in or about the said premises or any part thereof, except for safety or directional signs on the cabinets.
4. **Assignment and subletting.** The lessees may not assign, sublet or otherwise transfer all or any part of its interest in the Lease or in the Premises without the prior written consent of County, provided, however that the successful bidders may assign its interest to its parent company, any subsidiary or affiliate of it or its parent company or to any successor-in-interest or entity acquiring: i) fifty percent (50%) or more of its stock or assets within the relevant market in which the Leased Premises are located; or ii) fifty percent (50%) or more of its stock or assets within the relevant market in which the Leased Premises are located as established by the Federal Communications Commission.
5. **Maintenance, repairs and utilities.** All lessees shall, at their own expense, maintained leased premises and all improvements, equipment and other personal property on the premises in good working order, condition and repair. All successful bidders 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 Cell Company shall arrange for the maintenance of the common areas of the leased premises and Other Carriers shall contribute a pro rata share to the cost of such maintenance. Lessees shall also arrange for their 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.
6. **Interference.** The Lessee shall not cause interference to the radio frequency communications operations of the County of Union or the municipalities of Scotch Plains, Fanwood or Westfield or any governmental entity. Should such interference occur the Lessee shall promptly take all necessary action at no cost to the governmental entity to eliminate the cause of said interference including, if necessary, removing or relocating equipment causing said interference, or, powering down the equipment causing such interference, until such time as the interference is eliminated, except for intermittent testing. Additionally the County of Union shall not permit the installation of any future equipment at the site which results in technical interference problems with the Cell Company's and any Lessee's then existing equipment.
7. **Insurance.** During the term of Lease, the lessees shall maintain, or cause to be maintained, in full force and effect at their sole cost and expense either Plan A or Plan B which include the following types and limits of insurance insured by insurers to do business by the State of New Jersey, as follows:
 - i. **Plan A**
 - a. Comprehensive commercial general liability insurance with minimum limits of \$2,000,000 per occurrence, combined single limit for bodily injury and property damage.

- b. Worker's Compensation and employee liability insurance in accordance with the Laws of the State of New Jersey.
- c. Comprehensive automobile liability insurance covering the use of all owned, non-owned, hired or leased automobiles with limits of liability of not less than \$2,000,000 combined single limit for bodily injury and property damage.
- d. Umbrella liability insurance with limits of not less than \$4,000,000 per occurrence, combined single limit for bodily injury and property damage in excess of the commercial general liability and comprehensive automobile liability limits.
- e. At the start of and during the period of any construction, builders all-risk insurance, together with an installation floaters or equivalent property coverage covering cables, materials, machinery and supplies of any nature whatsoever which are used in or incidental to the installation of the monopole. Upon completion of the installation of the monopole, the successful bidders shall substitute for the foregoing insurance policies of fire, extended coverage and vandalism and malicious mischief insurance of the premises. The amount of insurance at all times shall be representative of the insurable values installed or constructed. Further, Lead Bidder of construction shall carry 150% of the construction plus installation escalation based on current market value.
- f. The County of Union shall have the right to have the insurance proceeds applied to reconstruction, replacement and repair of the monopole.
- g. To the extent these insurance coverages are greater than the general bid specification, these specifications shall control.

ii. **Plan B**

- a. Comprehensive commercial general liability insurance with minimum limits of \$5,000,000 per occurrence, combined single limit for bodily injury and property damage.
- b. Worker's Compensation and employee liability insurance in accordance with the Laws of the State of New Jersey.
- c. Comprehensive automobile liability insurance covering the use of all owned, non-owned, hired or leased automobiles with limits of liability of not less than \$5,000,000 combined single limit for bodily injury and property damage.

- d. At the start of and during the period of any construction, builders all-risk insurance, together with an installation floaters or equivalent property coverage covering cables, materials, machinery and supplies of any nature whatsoever which are used in or incidental to the installation of the monopole. Upon completion of the installation of the monopole, the successful bidders shall substitute for the foregoing insurance policies of fire, extended coverage and vandalism and malicious mischief insurance of the premises. The amount of insurance at all times shall be representative of the insurable values installed or constructed.
- e. The County of Union shall have the right to have the insurance proceeds applied to reconstruction, replacement and repair of the monopole.
- f. To the extent these insurance coverages are greater than the general bid specification, these specifications shall control.
- 7.1. **Named insured.** Commercial General Liability insurance policies shall name the County of Union, County of Union Board of Chosen Freeholders, and its officers, officials, agents, and employees as additional insured, and shall indemnify and hold them harmless from any action arising out of the lessees's use and occupancy of the monopole.
- 7.2. **Evidence of insurance.** Certificates of insurance for each insurance policy required to be maintained by the lessee shall be filed and maintained with the County of Union annually during the term of the Lease.
- 7.3. **Cancellation of policies of insurance.** All insurance policies maintained pursuant to the said Monopole Lease Agreement shall require that at least ninety (90) days of prior written notice shall be given to the County of Union regarding cancellation of the policy.
- 7.4. **Optional termination.** The County of Union shall have at its sole discretion the option of terminating the Lease of a particular lessee if the lessee loses their license to provide PCS/cellular services for, any reason, including, but not limited to, non-renewal, cancellation or expiration of their license. The Lessee may terminate the Lease after thirty (30) days written notice, if the Lessee, despite diligent effort, is unable to obtain a Building Permit for the leased premises. Any Lessee may terminate the Lease after six (6) months written notice and if:
- Changes in Local or State laws and regulations which prevent the successful bidders' ability to operate; and,
 - FCC ruling or regulation which is beyond the control of the successful bidders' and further renders the premises unusable; and,

- Technical reasons, including but not limited to height of monopole, frequency allocation and/or signal interference renders the site technically unsuitable.
8. **Approvals.** The County of Union shall require Cell Company to apply on behalf of County for review and comment of local planning or zoning authority in order to begin construction of the monopole and communications equipment installation. Cell Company and Lessee may begin construction after receiving a building permit from the municipal Building Department of the municipality in which the Leased Premises is located.
 9. **Default and County of Union's remedies.** It shall be a default as to that lessee if that lessee defaults in the payment or provision of rent or any other sums to the County of Union when due, and does not cure such default within ten (10) days (no notice of a payment default is required); or if any lessee 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 County of Union specifying the default complained of; or if any lessee as to that lessee abandons or vacates the premises; or if any lessee as to that lessee is adjudicated as bankrupt or makes any assignment for benefits to creditors; or if any Lessee as to that lessee becomes insolvent or the County of Union reasonably believes itself to be insecure. In the event of a default the County of Union shall have the right, at its option, in addition to and not exclusive of any other remedy the County of Union may have by operation of law, without further demand or notice, declare the lease at an end as to the defaulting lessee. Notwithstanding the foregoing, it shall not be a default as to a particular Lessee, if that Lessee is adjudicated as bankrupt or makes any assignment for benefits to creditors; or if any Lessees after that Lessee becomes insolvent; or the County of Union reasonably believes itself to be insecure, if the Lessee continues to pay the rent and is not otherwise in default under the terms of the Lease.
 10. **Damage or destruction of monopole.** If the monopole or any portion of the monopole is destroyed or damaged so as to materially hinder effective use of the monopole through no fault or negligence of that Lessee, that Lessee may elect to terminate Lease Agreement upon thirty (30) days written notice to the County of Union. In such event, that Lessee shall promptly remove the monopole and ancillary support equipment and structures from the premises. The thirty (30) day period to cure a non-monetary default may be extended for a period of ninety (90) days so long as the defaulting party is diligently pursuing a cure of default.
 11. **Indemnification.** Cell Company and each Other Carrier hereby indemnify and hold harmless Lessor against any and all claims, damages, costs and expenses arising out of a breach of this Monopole Lease Agreement except for the negligence or willful misconduct of the Lessor.
 - 11.1. Specifically, the Third Position Carrier indemnifies and agrees to hold Lessor harmless from any and all costs (including reasonable attorney's fees) and claims of liability or loss which arise out of the ownership, use and occupancy of the Premises by the Third Position Carrier. This indemnification provision does not

apply to any claims arising from the negligence and intentional misconduct of the Lessor.

12. **Right of County and other governmental entities.** Cell Company and each Other Carrier hereby confirm the right of Lessor to use a portion of the communications monopoly at no cost to Lessor pursuant to the terms of the Monopole Lease Agreement.
13. **County's Right to Finance or Transfer.** All lessees acknowledge the County's right to use the Leased Premises or the Monopole Lease Agreement as collateral or security in connection with any County, Union County Improvement Authority, or other Authority financing. To the extent required each lessee will provide a tenant estoppel letter in connection with any such finance. All lessees acknowledge the County's right to transfer the Lease Premises for any purposes without affecting the validity of the Monopole Lease Agreement. No rights referenced or created by this paragraph will in any way reduce the rights of any Lessee.
14. **Fire and Other Casualty.** In case of fire or other casualty, the Lessee shall give immediate notice to the Lessor. If the Leased Premises shall be partially damaged by fire, the elements or other casualty, the Cell Company shall repair the same as speedily as practicable, but the Lessees' obligations to pay the rent hereunder shall not cease. If, in the opinion of the Lessee, the Leased Premises be so extensively and substantially damaged as to render them untenable, then the rent shall cease until such time as the premises shall be made tenable by the Cell Company. However, if, in the opinion of the Lessee, the premises be totally destroyed or so extensively and substantially damaged as to require practically a rebuilding thereof, then the rent shall be paid up to the time of such destruction and then and from thenceforth, this lease shall come to an end. In no event however, shall the provisions of this clause become effective or be applicable, if the fire or other casualty and damage shall be the result of the carelessness, negligence or improper conduct of a specific Lessee or the Lessee's agents, employees, guests, licensees, invitees, subtenants, assignees, or successors. In such case, that Lessee's liability for the payment of the rent and the performance of all the covenants, conditions and terms hereof on that Lessee's part to be performed shall continue and the Lessee shall be liable to the Lessor for the damage and loss suffered by the Lessor. If that Lessee shall have been insured against any of the risks herein covered, then the proceeds of such insurance shall be paid over to the Cell Company to the extent of the Cell Company's costs and expenses to make the repairs hereunder, or be paid over to the Lessor to the extent of the Lessor's damages sustained to its property or loss of income as a result of the incident and such insurance carriers shall have no recourse against the Lessor for reimbursement.
15. **Condemnation, Eminent Domain.** If the Leased Premises, or the land upon which the Premises are located or a part, or a portion thereof, shall be taken under eminent domain condemnation proceedings, or if any suit or other action shall be instituted for

the taking or condemnation thereof, of if in lieu of any formal condemnation proceedings or actions, the Lessor shall grant an option to purchase and or shall sell and convey the Leased Premises or any portion thereof, to a governmental or other public authority, agency, body or public utility having a greater right and seeking to take said land and Leased Premises or any portion thereof, then this Monopole Lease Agreement, at the option of the Lessor, shall terminate, and the term hereof shall end as of such date as Lessor shall set in writing served upon the lessees. Under such circumstances, lessee shall have no claim or right to claim or be entitled to any portion of any amount which may be awarded as damages or paid as the result of any condemnation proceedings or paid as the purchase price for such option, sale or conveyance in lieu of formal condemnation proceedings; and all rights of the lessee to damages, if any, are hereby assigned to the Lessor. The Tenant agrees to execute and deliver any instruments, at the expense of the Lessor, as may be deemed necessary to effectuate the condemnation; except to the extent that the Lessee may make a claim and receive damages in a condemnation proceeding if the amount does not diminish the Lessor's award. In particular and without limiting the foregoing, the Lessee shall have the right to seek compensatory damages for any taking of its personal property and for its relocation costs.

16. **Controlling Law.** This Agreement shall be governed by the laws of the State of New Jersey.

17. **Environmental.**

17.1. The Lessor and the Lessee shall comply with any and all environmental and industrial hygiene laws, including any regulations, guidelines, standards, or policies of any governmental authorities regulating or imposing standards of liability or standards of conduct with regard to any environmental or industrial hygiene conditions or concerns as may now or at any time hereafter be in effect, that are or were in any way related to activity now or in the future conducted by the respective party in, on, or in any way related to the property of which the Leased Premises form a part, unless such conditions or concerns are caused by the specific activities of the other party in such property. Lessor acknowledges and agrees that Lessee may use sealed batteries and/or an emergency generator on the Leased Premises in compliance with applicable law.

17.2. Lessor shall hold Lessee harmless and indemnify Lessee from and assume all duties, responsibility and liability at Lessor's sole cost and expense, for all duties, responsibilities, and liability (for payment of penalties, sanctions, forfeitures, losses, costs, or damages) and for responding to any action, notice, claim, order, summons, citation, directive, litigation, investigation or proceeding which is in any way related to failure to comply with any environmental or industrial hygiene law, including without limitation any regulations, guidelines, standards, or policies of any governmental authorities regulating or imposing standards of liability or standards of conduct with regard to any environmental or industrial hygiene concerns or conditions as may now or at any time hereafter be

in effect as to the Leased Premises, unless such non-compliance results from conditions caused by Lessee.

17.3. Lessee shall hold Lessor harmless and indemnify Lessor from and assume all duties, responsibility and liability at Lessee's sole cost and expense, for all duties, responsibilities and liability (for payment of penalties, sanctions, forfeitures, losses, costs, or damages) and for responding to any action, notice, claim, order, summons, citation, directive, litigation, investigation or proceeding which is in any way related to failure to comply with any environmental or industrial hygiene law, including without limitation any regulations, guidelines, standards, or policies of any governmental authorities regulating or imposing standards of liability or standards of conduct with regard to any environmental or industrial hygiene concerns or conditions as many now or at any time hereafter be in effect as to the Leased Premises, unless such non-compliance results from conditions caused by Lessor.

18. Notices. All notices required or permitted to be given under this Agreement shall be in writing and shall be validly given if delivered mailed, postage pre-paid, by certified or registered mail, return receipt requested, or delivered by a nationally recognized overnight courier. All notices and other communications shall be addressed as follows:

If to the Lessor: County of Union
County Manager
2 Elizabethtown Plaza
Elizabeth, N.J. 07207

With a Copy to: County of Union
Department of Law
2 Elizabethtown Plaza
Elizabeth, N.J. 07207

If to First Position Carrier: OMNIPOINT COMMUNICATIONS, INC.
12920 SE 38TH STREET
BELLEVUE, WA 98006
ATTN: PCS LEASE ADMINISTRATOR

With a Copy to: OMNIPOINT COMMUNICATIONS, INC.
4 SYLVAN WAY
PARSIPPANNY, N.J. 07054
ATTN: LEGAL DEPARTMENT

If to Third Position Carrier: SPRINT CONTRACTS & PERFORMANCE
MAILSTOP KSOPHT0101-Z2650
6391 SPRINT PARKWAY
OVERLAND PARK, KANSAS 66251-2650

With a copy to: SPRINT LAW DEPARTMENT
MAILSTOP KSOPHT0101-Z2020
6391 SPRINT PARKWAY
OVERLAND PARK, KANSAS 66251-2020
ATTN: REAL ESTATE ATTORNEY

If to Fourth Position Carrier: C/O CINGULAR WIRELESS LLC
ATTN: NETWORK REAL ESTATE
ADMINISTRATION
RE: CINGULAR WIRELESS CELL SITE ____;
CELL SITE NAME: _____
6100 ATLANTIC BOULEVARD
NORCROSS, GEORGIA 30071

With a copy to: CINGULAR WIRELESS LLC
ATTN: LEGAL DEPARTMENT
RE: CINGULAR WIRELESS CELL SITE ____;
CELL SITE NAME: _____
5 WOOD HOLLOW ROAD
PARSIPPANY, NEW JERSEY 07054

If to Fifth Position Carrier: NEW YORK SMSA LIMITED PARTNERSHIP
d/b/a VERIZON WIRELESS
ATTN: NETWORK REAL ESTATE
180 WASHINGTON VALLEY ROAD
BEDMINSTER, NJ 07921, NJ 07921

19. Severability. In the event any portion of this Monopole Lease Agreement shall be held to be void or invalid or shall not be binding upon the parties hereto, it is the intention of the parties that the remainder of this Monopole Lease Agreement, to the extent possible, shall be held to be valid and binding.

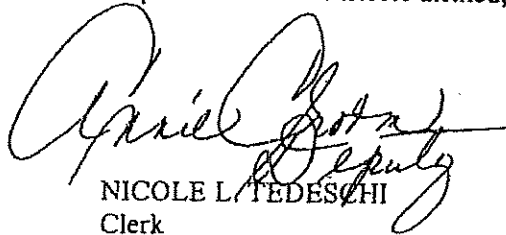
20. **Authority.** Each signatory to this Agreement represents that it has full authority to act on behalf of the party and to fully bind the party to the matters set forth herein.

21. **Modification, Binding on Successors and Assigns.** This Agreement may not be modified or amended except with the prior written consent of all of the parties.

Except as provided herein, all provisions of this Agreement shall be binding and shall inure to the benefit and shall be enforceable by and against the respective successors and assigns of each signatory to this Monopole Lease Agreement.

22. **Entire Agreement.** This Agreement supercedes all prior discussions representations, warranties and agreements, both written and oral, among the Parties with respect to the subject matter hereof, and contains the sole and entire agreement among the Parties with respect to the subject matter hereof.


In Witness Whereof, the parties hereto have hereunto set their hands and seals, or caused these presents to be signed by their proper corporate officers and the proper corporate seal to be hereto affixed, as of the 21st day of August 2005.


NICOLE L. TEDESCHI
Clerk

Approved as to form:


ROBERT E. BARRY, ESQ.
County Counsel

COUNTY OF UNION, Lessor

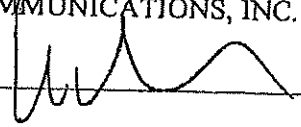
By: 
GEORGE W. DEVANNEY
Title: County Manager

BY:

Name

Title

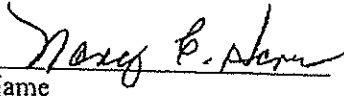
Date

OMNIPOINT COMMUNICATIONS, INC.

Name Wayne Leuck
Area Director - NY Metro
Engineering & Operations
Title
Date 11/19/2002

Name

Title

Date

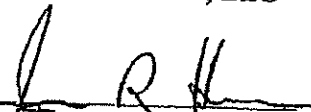
SPRINT SPECTRUM

Name Nancy Haner
Title Site Development Manager
Date 11/28/02

NEW CINGULAR WIRELESS PCS, LLC

Name

Title

Date

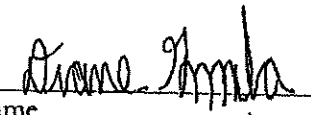


Name James R. Hormann

Title Director Implementation NY/NJ

Date 12/10/07


NEW YORK SMSA LIMITED
PARTNERSHIP
d/b/a VERIZON WIRELESS
by CELLCO PARTNERSHIP,
ITS GENERAL PARTNER



Name Arlene Thoma

Title Real Estate Coordinator

Date 12-26-07

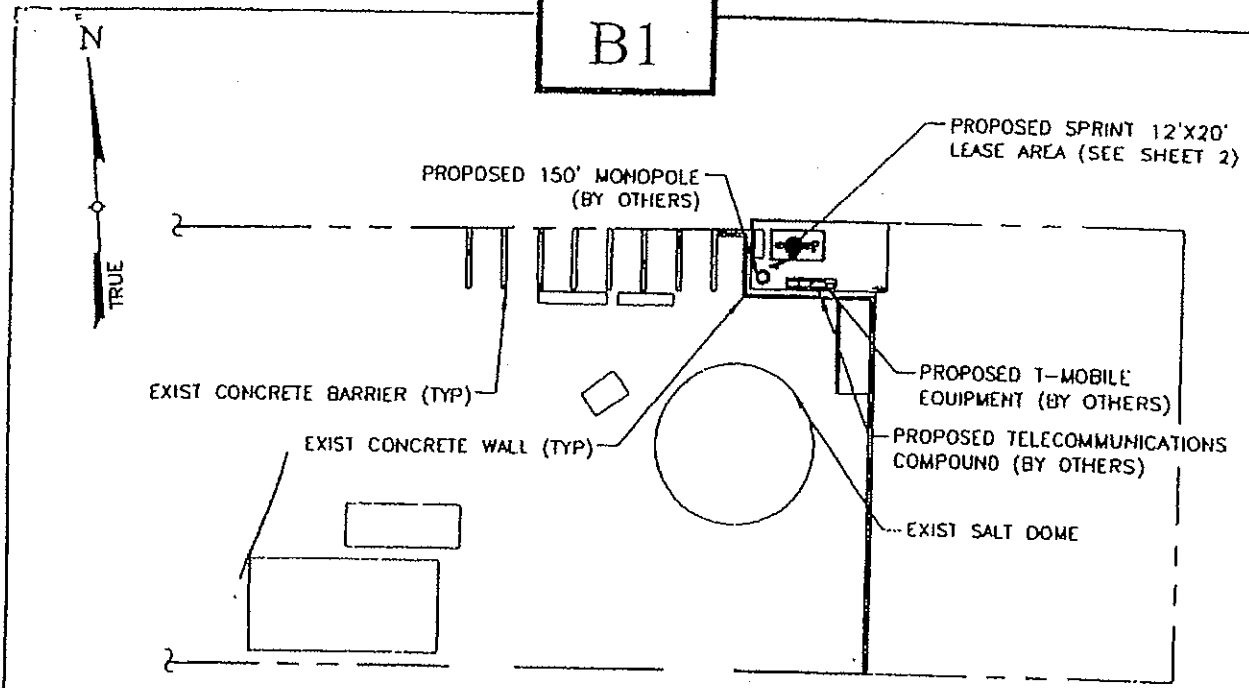


David R. Herverling

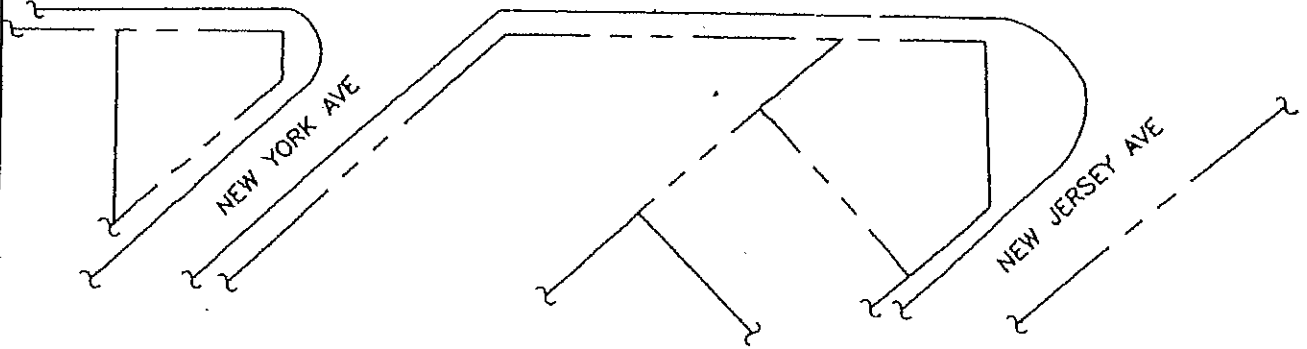
Area Vice President
Network Northeast

Date 12-26-07

B1




SOUTH AVE



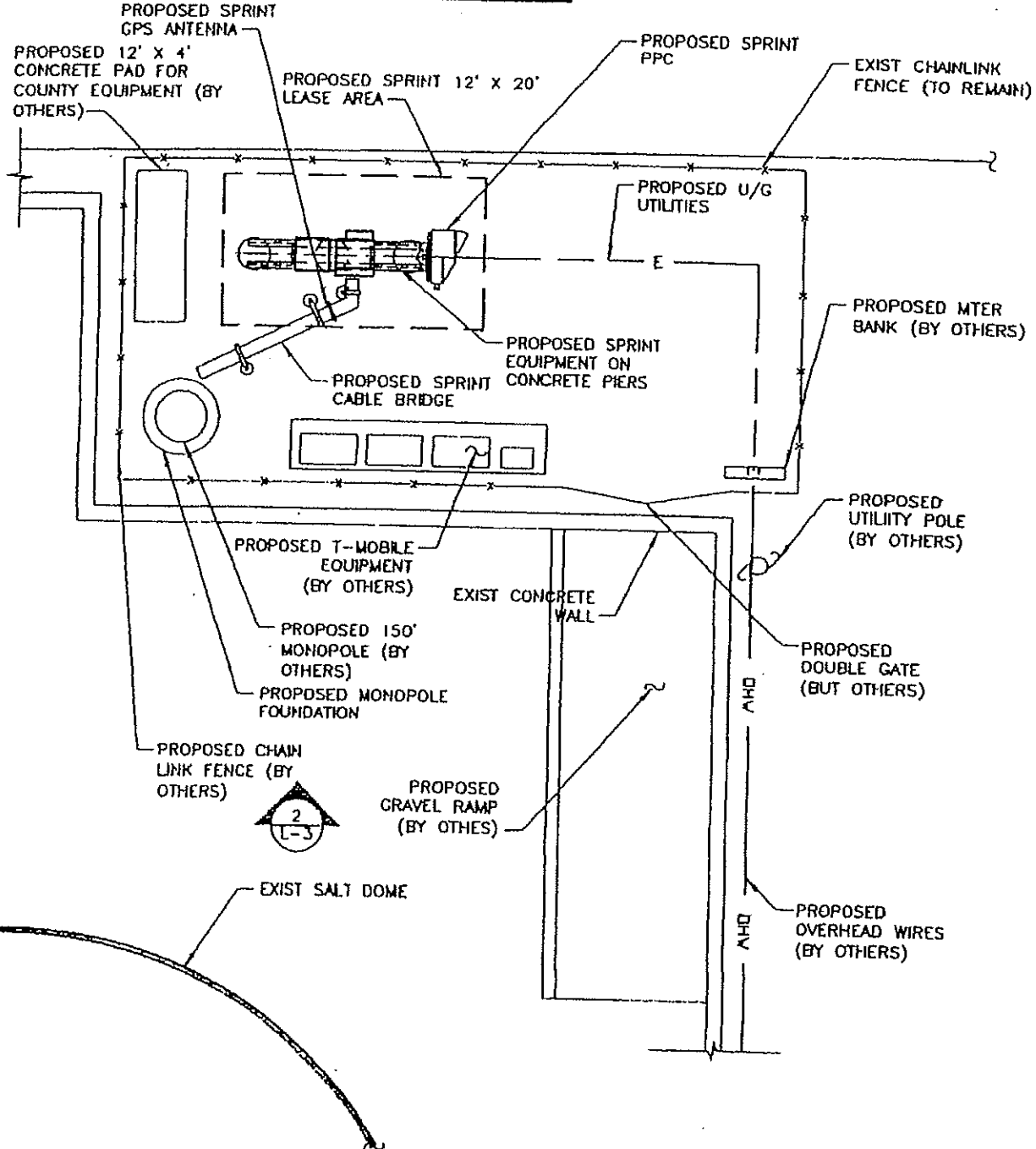
NOTE: THIS LEASE EXHIBIT HAS BEEN PREPARED FROM INFORMATION PROVIDED BY SBA AND A LEASE EXHIBIT PREPARED FOR T-MOBILE BY PENNOM ASSOCIATES INC. NOT ALL EXISTING FEATURES HAVE BEEN SHOWN.

1 SITE PLAN
L-1 SCALE: 1" = 15'



TECTONIC TECTONIC Engineering & Surveying Consultants P.C. 959 Little Britain Road New Windsor, NY 12553 Phone: (845) 587-5656 Fax: (845) 567-8703	• PLANNING • ENGINEERING • SURVEYING • CONSTRUCTION MGMT.			 Sprint 2371 SOUTH AVE. SCOTCH PLAINS, NJ	SHEET: 1 OF 3
	TEC WO: 3800-61-127 ISSUED BY: GL	0 10/6/05	REV DATE		

B2



1 SITE DETAIL PLAN
L-2 SCALE: 1" = 20'

TECTONIC TECTONIC Engineering & Surveying Consultants P.C. 953 Little Britain Road New Windsor, NY 12553 Phone: (845) 567-6656 Fax: (845) 567-8703	• PLANNING • ENGINEERING • SURVEYING • CONSTRUCTION MGMT.			 2371 SOUTH AVE. SCOTCH PLAINS, NJ
	TEC WO: 3800-61-127 ISSUED BY: GL	0 10/6/05	REV DATE	



☉ PROPOSED SPRINT ANTENNAS
 (TYP OF 3 PER SECTOR)
 AZIMUTH 0° 130'± (AGL) RAD CENTER
 AZIMUTH 120° 130'± (AGL) RAD CENTER
 AZIMUTH 240° 130'± (AGL) RAD CENTER

B3

☉ PROPOSED T-MOBILE
 ANTENNAS
 150'-0"± AGL
 (BY OTHERS)
 ☉ PROPOSED COUNTY OF
 UNION ANTENNAS
 140'-0"± AGL
 (BY OTHERS)

PROPOSED 150'
 MONOPOLE
 (BY OTHERS)

PROPOSED SPRINT
 CABLE BRIDGE
 T/PROPOSED
 CHAINLINK FENCE
 PROPOSED SPRINT
 GPS UNIT
 PROPOSED SPRINT
 LIGHT TO ILLUMINATE
 EQUIPMENT
 T/ PROPOSED SPRINT
 EQUIPMENT
 PROPOSED 12'
 WIDE GATE
 EXIST GRADE

1
 L3
 ELEVATION
 SCALE: 1"=20'

TECTONIC
 • PLANNING
 • ENGINEERING
 • SURVEYING
 • CONSTRUCTION MGMT.

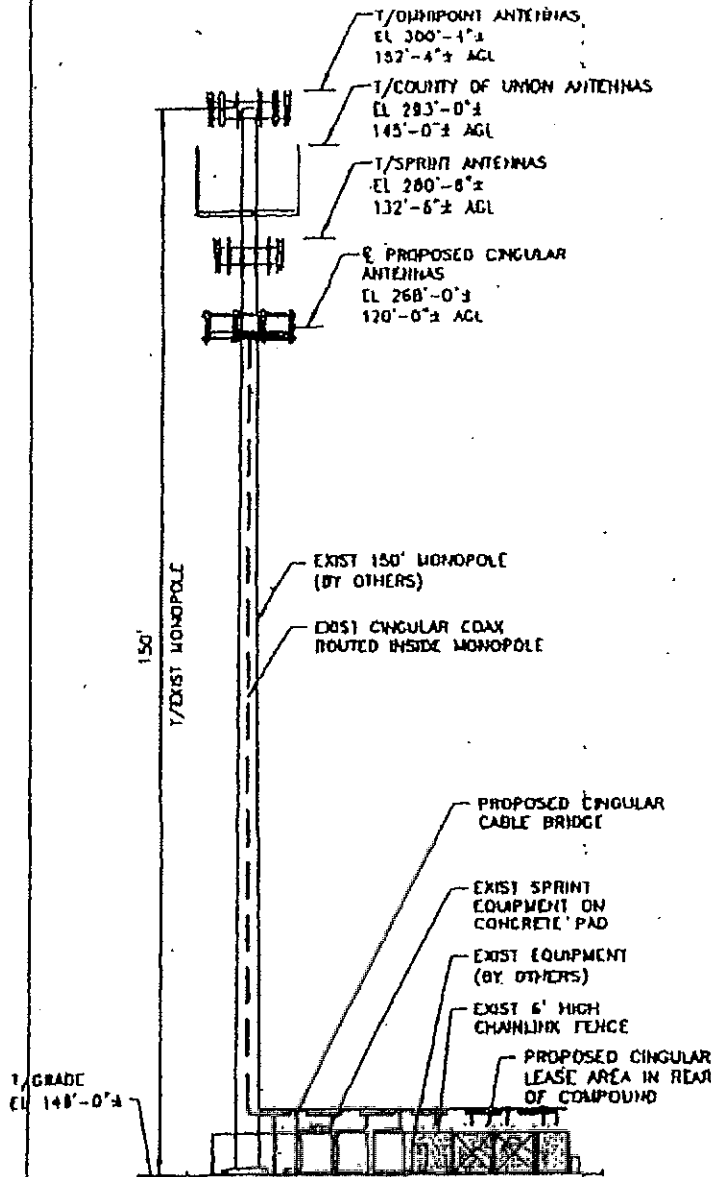
Tectonic Engineering & Surveying Consultants P.C.
 955 Little Britain Road New Windsor, NY 12553
 Phone: (845) 587-8856 Fax: (845) 587-8703

 **Sprint**

2371 SOUTH AVE.
 SCOTCH PLAINS, NJ

TEC NO: 3800-61-127	ISSUED BY: GL	REV	DATE	SITE NO: NY81XC127F	SHEET: 3 OF 3
		0	10/8/05		

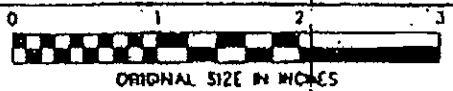
Exhibit B



*Review what covered
at this site
local community*

ELEVATION

SCALE: 1" = 20'

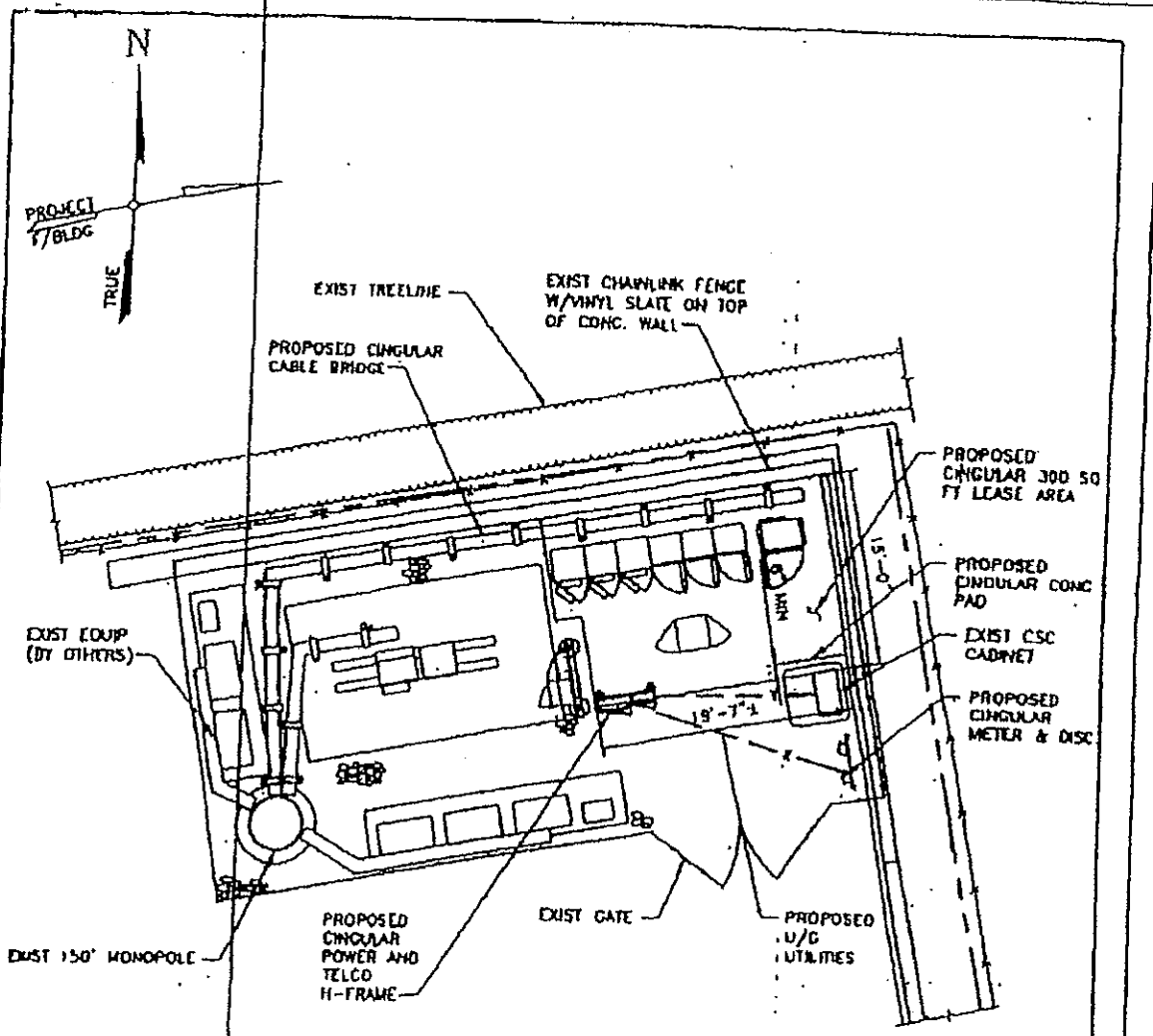


- PLANNING
- ENGINEERING
- SURVEYING
- CONSTRUCTION MGMT.

Professional Engineering & Surveying Consultants P.C.
100 Little Britain Road
Phone: (843) 587-8888
New Windsor, NY 12553
Fax: (843) 587-8763

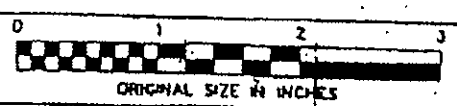
cingular
2371 SOUTH AVENUE
SCOTCH PLAINS, NJ 07076

REC NO: 4280.W1123	ISSUED BY: MP	REV: A	DATE: 11/3/06	SITE NO: W-1123	SHEET: 2 OF 2
--------------------	---------------	--------	---------------	-----------------	---------------



SITE PLAN
 1-1
 SCALE: 3/32" = 1'-0"

*Reviewed.
 Coordinate space with other users (including underground utilities).
 [Signature]
 Licensed Professional Engineer*

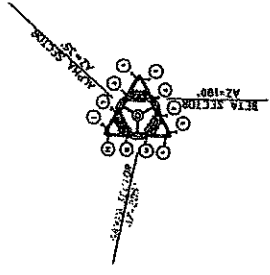


[Redacted]		• PLANNING • ENGINEERING • SURVEYING • CONSTRUCTION MGMT.
[Redacted] Engineering & Surveying Consultants P.C. 225 Little Britain Road Newark, NJ 07102 Phone: (973) 387-8858 Fax: (973) 387-8858		[Redacted]
TEC NO: 4780.W1123	ISSUED BY: MP	REV DATE: A 3/29/07

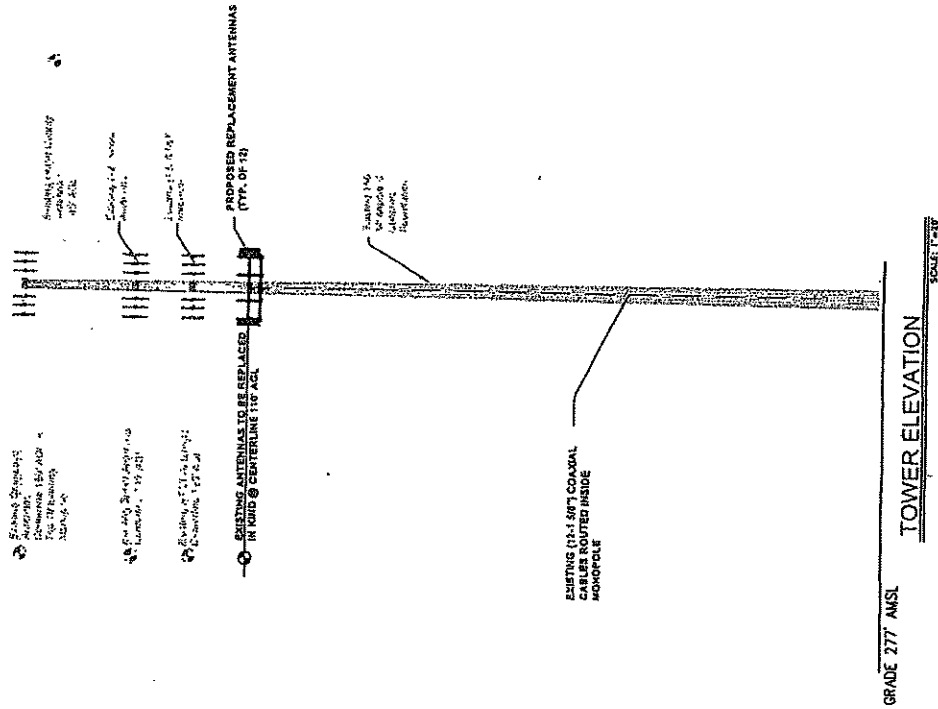
Cingular

 2371 SOUTH AVENUE
 SCOTCH PLAINS, NJ 07076

SITE NO: W-1123	SHEET: 1 OF 2
-----------------	---------------



PLAN @ ELEV. 110'
SCALE 1"=25'



SCHEDULE OF REVISIONS		ELEVATION		PROJECT INFORMATION	
NO.	DATE	BY	CHKD.	PROJECT NO.	SCALE
1					
2					
3					
4					
5					
6					
7					
8					
9					
10					
11					
12					
13					
14					
15					
16					
17					
18					
19					
20					
21					
22					
23					
24					
25					
26					
27					
28					
29					
30					
31					
32					
33					
34					
35					
36					
37					
38					
39					
40					
41					
42					
43					
44					
45					
46					
47					
48					
49					
50					
51					
52					
53					
54					
55					
56					
57					
58					
59					
60					
61					
62					
63					
64					
65					
66					
67					
68					
69					
70					
71					
72					
73					
74					
75					
76					
77					
78					
79					
80					
81					
82					
83					
84					
85					
86					
87					
88					
89					
90					
91					
92					
93					
94					
95					
96					
97					
98					
99					
100					

NEW YORK SMSA LIMITED PARTNERSHIP
d/b/a **Verizon wireless**
141 INDUSTRIAL PARKWAY
BRANCHBURG, NJ 08876

N.J. ENGINEERING CERTIFICATE OF
AUTHORIZATION NO. 34602118200
E2PM
E2 PROJECT MANAGEMENT LLC
24 HUNTERS AVENUE
PRINCETON, NJ 08540
PHONE: 609.771.1111
FAX: 609.771.1111
WWW.E2PM.COM

B
PROJECT NO. 101111
SHEET NO. 1
DATE: 10/11/11
SCALE: AS SHOWN
PROJECT: BRANCHBURG
OWNER: VERIZON
DESIGNER: E2PM
CHECKED: [Signature]
DATE: 10/11/11

BID PROPOSAL

HAVING CAREFULLY READ THE NOTICE TO BIDDERS, SPECIFICATIONS AND INSTRUCTIONS TO BIDDERS, THE UNDERSIGNED HEREBY AGREES TO ENTER INTO A LEASE FOR THE CO-LOCATION OF TELECOMMUNICATIONS EQUIPMENT ON THE FIFTH POSITION OF THE EXISTING TELECOMMUNICATIONS MONOPOLE, AND ANCILLARY WIRELESS TELEPHONE SUPPORT EQUIPMENT AND STRUCTURES ON MUNICIPAL PROPERTY LOCATED AT BLOCK 22, LOT 11 (REFERRED

TO AS THE "MONOPOLE CO-LOCATION PROJECT") IN ACCORDANCE TO THE SPECIFICATIONS. DO NOT ALTER THE FORMAT OF THE BID FORM PAGE IN ANY MANNER UNDER THE PENALTY OF DISQUALIFICATION.

The bid amount offered is:

_____ dollars ANNUAL RENT
(write in words)

\$ _____ ANNUAL RENT
(write in figures)

NAME OF BIDDER: _____

BIDDER SIGNATURE PAGE

Rev. 9/20/05

1. If doing business under a **trade name, partnership** or a **sole proprietorship**, you must submit the bid under **exact title** of the trade name, partnership, or proprietorship, and the bid must be signed by either the **owner** or a **partner** and **witnessed** by a **notary public**.
2. If a **Corporation**, the bid must be signed by the **President** or **Vice President** and **witnessed** by **Corporate Secretary**, (Corporate title must be exact) and **affix corporate seal**.
3. Other persons **authorized** by **Corporate Resolution** to execute agreements in its behalf may also sign the bid documents (pages).
4. The Person who signs this bid form **must also sign** the **Non-Collusion Affidavit**.
5. You **cannot** witness your own signature.

NAME OF BIDDER

SIGNATURE
CORPORATE SECRETARY

ADDRESS OF BIDDER

PRINT NAME AND TITLE
CORPORATE SECRETARY

TELEPHONE: _____

FAX: _____

EMAIL: _____

BY: _____
SIGNATURE

DATE

AFFIX CORPORATE SEAL

PRINT OR TYPE NAME AND TITLE

WARNING: FAILURE TO FULLY, ACCURATELY, AND COMPLETELY SUPPLY THE INFORMATION REQUESTED ON THIS PAGE MAY RESULT IN THE REJECTION OF YOUR BID AS NON-RESPONSIVE

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	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 noncorporate stockholder, and individual partner, and member exceeding the 10 percent ownership criteria established pursuant to N.J.S.A. 52:25-24.2 has been listed. **Attach additional sheets if more space is needed.**

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

Part IV 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

Rev. 1/22/93

STATE OF _____

SS:

COUNTY OF _____

I _____ of the City of _____, in the County of _____ and the State of _____, of full age, being duly sworn according to law, on my oath depose and say that: I am _____ of the firm of _____, the bidder making the Proposal for the above named project, and that I executed the said Proposal with full authority to do so; that said bidder has not, directly or indirectly, entered into any agreement, participation 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 COUNTY OF UNION, NEW JERSEY relies upon the truth of the statements contained in said Proposal and in the statements contained in the 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 _____ (N.J.S.A. 52:34-15).

NAME OF CONTRACTOR

Sign Name Here

(Original signature only; stamped signature not accepted)

Subscribed and sworn to before
Me this _____ day of _____, 20____.

Notary Public of the State of _____

My Commission expires _____

NOTE TO NOTARY: WHEN COMPLETING THIS JURAT, ALL NOTARIES MUST:

- 1. Indicate date. 2. Indicate State. 3. Sign name. 4. Affix name by Printing it, typing it, using a rubber stamp, using an impression seal or using a mechanical stamp.

Note: The person who signed the bid form for the bidder should sign this form also.

WARNING: IF YOU FAIL TO FULLY, ACCURATELY AND COMPLETELY FILL OUT THIS AFFIDAVIT OF NON-COLLUSION, YOU BID WILL BE REJECTED.

AMERICANS WITH DISABILITIES ACT

EQUAL OPPORTUNITY FOR INDIVIDUALS WITH DISABILITIES

The contractor and the County of Union (hereafter "Owner") do hereby agree that the provisions of Title II of the Americans With Disabilities Act of 1990 (the "Act") (42 U.S.C. S12.101 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 Owner pursuant to this contract, the contractor agrees that the performance shall be in strict compliance with the Act. In the event the contractor, its agents, servants, employees, or subcontractors violate or are alleged to have violated the Act during the performance of this contract, the contractor shall defend the Owner in any action or administrative proceeding commenced pursuant to this Act. The contractor shall indemnify, protect, and save harmless the Owner, its agents, servants, and employees from and against any and all suits, claims, losses, demands, or damages of whatever kind or nature arising out of or claimed to arise out of the alleged violation. The contractor shall, at its own expense, appear, defend, any pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the Owner's grievance procedure, the contractor agrees to abide by any decision of the Owner which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the Owner, or if the Owner incurs any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the contractor shall satisfy and discharge the same at its own expense.

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

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

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

Name _____ (Please print or type)

Signature _____ Date _____

NAME OF BIDDER: _____

COUNTY OF UNION NEW JERSEY
Division of Purchasing
DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN FORM

Solicitation Number: _____ Vendor/Bidder: _____

PART 1
CERTIFICATION

VENDOR/BIDDER MUST COMPLETE PART 1 BY CHECKING ONE OF THE BOXES
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 nor entity, nor any of its parents, subsidiaries, or affiliates, is identified on the State of 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 Department's website at <http://www.state.nj.us/treasury/pdf/Chapter25List.pdf>. Vendors/Bidders **must** review this list prior to completing the below certification. **Failure to complete the certification will render a Vendor's/Bidder's proposal non-responsive.** 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

A. I certify, pursuant to Public Law 2012, c.25, that neither the Vendor/Bidder listed above nor any of its parents, subsidiaries, or affiliates is listed on the N.J. Department of Treasury's list of entities determined to be engaged in prohibited activities in Iran pursuant to P.L. 2012, c. 25 ("Chapter 25 List"). Disregard Part 2 and complete and sign the Certification below.

OR

B. 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 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 information 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 ADDITIONAL INFORMATION RELATED TO INVESTMENT ACTIVITIES IN IRAN

If you checked Box "B" above, provide a detailed, accurate and precise description of the activities of the Vendor/Bidder, or one of its parents, subsidiaries or affiliates, engaged in investment activities in Iran by completing the information below.

ENTITY NAME: _____
RELATIONSHIP TO VENDOR/BIDDER: _____
DESCRIPTION OF ACTIVITIES: _____
DURATION OF ENGAGEMENT: _____
ANTICIPATED CESSATION DATE: _____
VENDOR/BIDDER CONTACT NAME: _____
VENDOR/BIDDER CONTACT PHONE#: _____

Attach Additional Sheets If Necessary

CERTIFICATION

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

Signature

Date

Print Name and Title

Revised 10/19/17



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).

BUSINESS REGISTRATION

Mandatory Requirement

Effective January 18, 2010

P.L. 2009, c.315, requires that a contracting agency must receive proof of the bidder's business registration prior to the award of a contract. However, the proof must show that the bidder was in fact registered with the State of New Jersey Department of the Treasury, Division of Revenue and obtained the business registration prior to the receipt of bids.

If subcontractors are named on the bid, proof of the business registration for each must be provided prior to the award of a contract. Similarly to the bidder, the proof must show that each subcontractor was registered with the State of New Jersey Department of the Treasury, Division of Revenue and obtained the business registration prior to the receipt of bids.

Proof of business registration shall be:

- A copy of a Business Registration Certificate issued by the Department of Treasury, Division of Revenue; or
- A copy of the web printed version provided by the NJ Division of Revenue

STATE OF NEW JERSEY
BUSINESS REGISTRATION CERTIFICATE
FOR STATE AGENCY AND CASINO SERVICE CONTRACTOR

DEPARTMENT OF TREASURY
DIVISION OF REVENUE
1000 BANK BUILDING
TRENTON, NJ 08646

TAXPAYER NAME: TAX REGISTRATION TEST ACCOUNT
TRADE NAME: CLIENT - REGISTRATION
TAXPAYER IDENTIFICATION: 876-087-087690
SEQUENCE NUMBER: 000730
ADDRESS: 847 ROEMLING AVE
TRENTON, NJ 08611
ISSUANCE DATE: 07/14/04

J.P. S. Tully

This Certificate is NOT valid until the date of issuance. It must be accompanied by proof of the above address.

STATE OF NEW JERSEY
BUSINESS REGISTRATION CERTIFICATE

Taxpayer Name: TAX REG TEST ACCOUNT
Trade Name:
Address: 847 ROEMLING AVE
TRENTON, NJ 08611
Certificate Number: 1093907
Date of Issuance: October 14, 2004

For Office Use Only:
2004101411201M33

ATTACH BRC HERE

COUNTY OF UNION
CERTIFICATE OF INSURANCE STATEMENT

The Bidder fully understands the County of Union insurance requirements and agrees to provide all insurance required by these documents upon award of contract.

Signature on behalf of BIDDER

Date:

NOTE: FAILURE TO SIGN THIS DOCUMENT MAY RESULT IN THE REJECTION OF YOUR PROPOSAL

COUNTY OF UNION
ACKNOWLEDGEMENT OF RECEIPT OF ADDENDA

The undersigned Bidder hereby acknowledges receipt of the following Addenda(s):

<u>Addendum Number</u>	<u>Dated</u>	<u>Acknowledge Receipt (Initial)</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

Acknowledged for: _____
(Name of Bidder)

By: _____
(Signature of Authorized Representative)

Name: _____
(Print or Type)

Title: _____

Date: _____

Please Do Not submit if you did not receive Addenda(s)

NAME OF BIDDER: _____