

**BID2019-28 LEASE OF SPACE FOR CELLULAR ANTENNA SYSTEM ON THE WATER TOWERS FOR THE CITY OF TRENTON, DIVISION OF LAW BID
OPENING 6/5/2019 AT 11:00AM**

BID2019-28 LEASE OF SPACE FOR CELLULAR ANTENNA SYSTEM ON THE WATER TOWERS FOR THE CITY OF TRENTON, DIVISION OF LAW	
NUMBER OF RESPONDENTS:	1
NAME OF BIDDER	T-MOBILE NORTHEAST LLC
ADDRESS	4 SYLVAN WAY
CITY, STATE, ZIP	PARSIPPANY, NJ 07054
CONTACT NAME	JIM SCULLY
TELEPHONE	610-804-4211
FAX	N/A
E-MAIL	JAMES.SCULLY@SMARTLINKLLC.COM
STATEMENT OF OWNERSHIP DISCLOSURE	INCLUDED
MANDATORY EQUAL EMPLOYMENT OPPORTUNITY	INCLUDED
BID GUARANTEE	10% LIBERTY MUTUAL INSURANCE COMPANY W.P.O.A/LAURA M. BUHRMESTER
CONSENT OF SURETY	LIBERTY MUTUAL INSURANCE COMPANY
WAIVER OF SUBROGATION	INCLUDED
PERFORMANCE BOND AND LABOR AND MATERIAL PAYMENT BOND	REQUIRED FROM AWARDED VENDOR WITH SIGNED CONTRACTS
REQUIRED EVIDENCE EEO/AFFIRMATIVE ACTION REGULATIONS QUESTIONAIRE	INCLUDED
ACKNOWLEDGEMENT OF RECEIPT OF ADDENDA AND POSTPONEMENT NOTICE DATE FOR MAY 14, 2019	INCLUDED
NJ BUSINESS REGISTRATION CERTIFICATE	INCLUDED
NON-COLLUSION AFFIDAVIT	INCLUDED
NJ PUBLIC WORKERS CONTRACT CERTIFICATE AMERICANS WITH DISABILITIES ACT OF 1990 LANGUAGE	INCLUDED
DISCLOSURE OF INVESTED ACTIVITIES IN IRAN	INCLUDED
POLITICAL CONTRIBUTION DISCLOSURE	INCLUDED
ETHICS COMPLAINT DISCLOSURE	INCLUDED
CITY OF TRENTON RESIDENT EMPLOYMENT POLICY	N/A
EIC	CERT.#57458 EXP. 05/15/2024
60-DAY EXTENSION COMPLIANCE	YES
COMPLIANCE WITH EMERGENCY SERVICES	N/A
CERTIFICATE OF INSURANCE	REQUIRED FROM AWARDED VENDOR PRIOR TO AWARD
W-9	INCLUDED
THREE (3) REFERENCES	N/A
TOTAL LEASE FOR ELMORE & CLIFFORD AVENU, HAMILTON, BLOCK S501, LOT 121	\$42,000.00 ANNUAL RENT
TOTAL LEASE FOR 1 DARRAH LANE, LAWRENCE TOWNSHIP, BLOCK 3301, LOT 29	\$42,000.00 ANNUAL RENT
EXCEPTIONS (IF ANY)	YES SEE ATTACHED
FATAL FLAW	NONE

BID PROPOSAL FORM

BIDDER MUST COMPLETE

THE UNDERSIGNED BIDDER DECLARES THAT HE/SHE HAS READ THE PUBLIC NOTICE TO BIDDERS AND THE ENTIRE OFFICIAL BID PACKAGE, INCLUDING ALL ATTACHMENTS, THAT HE/SHE HAS DETERMINED THAT HE/SHE MEETS THE CONDITIONS AFFECTING THE BID, AND AGREES, IF THIS PROPOSAL IS ACCEPTED, TO EXECUTE A LEASE FOR SPACE FOR CELLULAR ANTENNA SYSTEM ON THE WATER TOWERS NOT UNLIKE THAT SET FORTH IN EXHIBIT A AND WITH THE FOLLOWING YEARLY RENTAL FOR THE FIRST YEAR:

TOTAL LEASE PRICE FOR BOTH:

\$ Annual Rent \$42,000.00

Or,

1. Elmore & Clifford Ave., Hamilton,
Block S501, Lot 121
a/k/a Mercerville Water Tank:

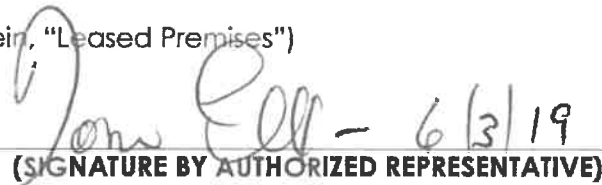
\$ Annual Rent \$42,000.00

and/or

2. 1 Darrah Lane, Lawrence Township,
Block 3301, Lot 29
a/k/a Lawrence Water Tank:

\$ \$0.00

(herein, "Leased Premises")

 - 6/3/19
(SIGNATURE BY AUTHORIZED REPRESENTATIVE)

Tom Ellefson
SVP, Northeast Region
Engineering & Operations

The undersigned is a Corporation, Partnership or Individual under the laws of the State of Delaware having its principal office at 12920 SE 38th Bellevue, WA 98006

COMPANY T-Mobile Northeast LLC
ADDRESS 475 Virginia Drive
ADDRESS Fort Washington, PA 19034
FED. ID # _____
NAME Tom Ellefson
TELEPHONE _____
FAX _____
EMAIL _____
DATE _____

EXCEPTIONS (IF NONE, PLEASE NOTE)

1. Pg. 1 of the Sample Lease, add a sentence at the end of the paragraph: The portion of the Lessor' Property leased exclusively to Lessee shall be referred to as the "Leased Premises"
2. Pg. 1 of the Sample Lease, 2nd Wheras, remove Leased Premises and replace with Property.
3. Section 2 of the Sample lease, add, "as of the date of execution of this lease."
- ~~4. Section 5, Sample Lease, removed language, or (2) Lessor notifies Lessee of Lessor's intention not to renew the Lease at east forty-five (45) days prior to the expiration of the Initial Term or the Renewal Term which is then if effect. 3~~
5. Section 6 of the Sample Lease changed lease rent rate increase from 5% to 3% in (a) and (b) and added within 30 days
6. Section 6 of the sample Lease, added Partial years shall be prorated. at the end of paragraph (a)
8. Section 8 of the Sample Lease, changed 30 days to 120 days notice
9. Section 9 of the Sample Lease, removed the language, "Lessor will not be responsible for damage to the Lessee's equipment while performing maintenance on the Property or the elevated water tank."
10. Section 11 (b) of the Sample Lease, removed Sprint PCS wireless and added, "wireless communications services at the Leased Premises "
11. Section 11 (c) of the Sample Lease, changed 3 months to 12 months after the expiration of the first five years of the Lease.
12. Section 11 (d) of the Sample Lease, added, "as existed as of the date Lesee installed its communications equipment,"
- ~~13. Section 11 of the Sample Lease, modified language, (i) a Federal Communications Commission ("FCC") ruling or regulation that is beyond the control of Lessee; (i) technical or economic reasons; or (iii) if Lessee is unable to obtain any governmental approval required for the construction or operation of Lessee's equipment.~~
14. Section 14 (b) of the Sample Lease, changed named to included, added Lesee's Commercial General Liability.
15. Section 15 of the Sample Lease added Lesse notice address
16. Section 18 of the Sample Lease added language, "Upon Written notice and, parent subsidiary or an"
16. Added Sections 21 to the Sample Lease, 21. Waiver of Lessor's Lien. Lessee's equipment shall remain the exclusive property of Lessee and shall not be considered fixtures. Lessee, at its expense, may use any and all reasonable means as Lessee deems necessary to control, secure or restrict access to Lessee's equipment. Lessor hereby waives any and all lien rights it may have concerning the Lessee's equipment.
16. Added Section 22 of the Sample Lease 22. Access and Easements.
 - (a) Lessor shall furnish, at no additional charge to Lessee, unimpeded and secure access to the Leased Premises on a 24-hours-a-day, 7-days-a-week basis to Lessee and Lessee's employees, agents, contractors and other designees.
 - (b) Lessor grants Lessee, at no additional Rent or charge, easements on, over, under and across the Property for ingress, egress, communications, power and other utilities, construction, demolition and access to the Leased Premises and any utility facilities (collectively, the "Easements"). Lessor shall not modify, interrupt or interfere with any communications, electricity, or other utility equipment and easements serving the Property, except with the prior written approval of Lessee.