

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

<b>BID2019-28 LEASE OF SPACE FOR CELLULAR ANTENNA SYSTEM ON THE WATER TOWERS FOR THE CITY OF TRENTON, DIVISION OF LAW</b>	
<b>NUMBER OF RESPONDENTS:</b>	1
<b>NAME OF BIDDER</b>	<b>T-MOBILE NORTHEAST LLC</b>
<b>ADDRESS</b>	4 SYLVAN WAY
<b>CITY, STATE, ZIP</b>	PARSIPPANY, NJ 07054
<b>CONTACT NAME</b>	<b>JIM SCULLY</b>
<b>TELEPHONE</b>	610-804-4211
<b>FAX</b>	N/A
<b>E-MAIL</b>	<a href="mailto:JAMES.SCULLY@SMARTLINKLLC.COM">JAMES.SCULLY@SMARTLINKLLC.COM</a>
<b>STATEMENT OF OWNERSHIP DISCLOSURE</b>	INCLUDED
<b>MANDATORY EQUAL EMPLOYMENT OPPORTUNITY</b>	INCLUDED
<b>BID GUARANTEE</b>	10% LIBERTY MUTUAL INSURANCE COMPANY W.P.O.A/LAURA M. BUHRMESTER
<b>CONSENT OF SURETY</b>	LIBERTY MUTUAL INSURANCE COMPANY
<b>WAIVER OF SUBROGATION</b>	INCLUDED
<b>PERFORMANCE BOND AND LABOR AND MATERIAL PAYMENT BOND</b>	REQUIRED FROM AWARDED VENDOR WITH SIGNED CONTRACTS
<b>REQUIRED EVIDENCE EEO/AFFIRMATIVE ACTION REGULATIONS QUESTIONNAIRE</b>	INCLUDED
<b>ACKNOWLEDGEMENT OF RECEIPT OF ADDENDA AND POSTPONEMENT NOTICE DATE FOR MAY 14, 2019</b>	INCLUDED
<b>NJ BUSINESS REGISTRATION CERTIFICATE</b>	INCLUDED
<b>NON-COLLUSION AFFIDAVIT</b>	INCLUDED
<b>NJ PUBLIC WORKERS CONTRACT CERTIFICATE</b>	
<b>AMERICANS WITH DISABILITIES ACT OF 1990</b>	
<b>LANGUAGE</b>	INCLUDED
<b>DISCLOSURE OF INVESTED ACTIVITIES IN IRAN</b>	INCLUDED
<b>POLITICAL CONTRIBUTION DISCLOSURE</b>	INCLUDED
<b>ETHICS COMPLAINT DISCLOSURE</b>	INCLUDED
<b>CITY OF TRENTON RESIDENT EMPLOYMENT POLICY</b>	N/A
<b>EIC</b>	CERT.#57458 EXP. 05/15/2024
<b>60-DAY EXTENSION COMPLIANCE</b>	YES
<b>COMPLIANCE WITH EMERGENCY SERVICES</b>	N/A
<b>CERTIFICATE OF INSURANCE</b>	REQUIRED FROM AWARDED VENDOR PRIOR TO AWARD
<b>W-9</b>	INCLUDED
<b>THREE (3) REFERENCES</b>	N/A
<b>TOTAL LEASE FOR ELMORE &amp; CLIFFORD AVENU, HAMILTON, BLOCK S501, LOT 121</b>	<b>\$42,000.00 ANNUAL RENT</b>
<b>TOTAL LEASE FOR 1 DARRAH LANE, LAWRENCE TOWNSHIP, BLOCK 3301, LOT 29</b>	<b>\$42,000.00 ANNUAL RENT</b>
<b>EXCEPTIONS (IF ANY)</b>	YES SEE ATTACHED
<b>FATAL FLAW</b>	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:

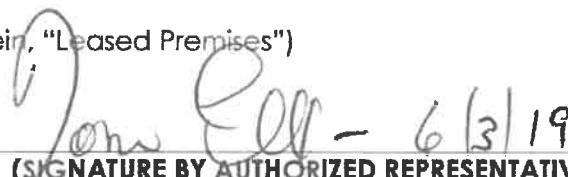
\$ Annual Rent \$42,000.00

and/or

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

\$ \$0.00

(herein, "Leased Premises")



Tom Ellefson  
SVP, Northeast Region  
Engineering & Operations

(SIGNATURE BY AUTHORIZED REPRESENTATIVE)

The undersigned is a Corporation, Partnership or Individual under the laws of the State of Delaware having its principal office at 12900 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 least forty-five (45) days prior to the expiration of the Initial Term or the Renewal Term which is then in 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 Lessee 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; (ii) 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 Lessee'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.