

<b>BID2019-46 LEASE OF SPACE FOR CELLULAR ANTENNA SYSTEM ON THE WATER TOWERS FOR THE CITY OF TRENTON, DIVISION OF LAW</b>	
NUMBER OF RESPONDENTS:	1
NAME OF BIDDER	SPRINT SPECTRUM, L.P.
ADDRESS	6200 SPRINT PARKWAY
CITY, STATE, ZIP	OVERLAND PARK, KANSAS 66251-2650
CONTACT NAME	SILVIA J. LIN, MANAGER REAL ESTATE
TELEPHONE	616-365-5858
FAX	N/A
E-MAIL	<a href="mailto:JODY.MOORE@SPRINT.COM">JODY.MOORE@SPRINT.COM</a>
STATEMENT OF OWNERSHIP DISCLOSURE	INCLUDED
MANDATORY EQUAL EMPLOYMENT OPPORTUNITY	INCLUDED
BID GUARANTEE	CHECK NUMBERS #1419778(\$4,200.00),#14207466 (\$400.00), AND #14200695(\$4,200.00)
CONSENT OF SURETY	CHECK NUMBERS #1419778(\$4,200.00),#14207466 (\$400.00), AND #14200695(\$4,200.00)
WAIVER OF SUBROGATION	INCLUDED
PERFORMANCE BOND AND LABOR AND MATERIAL PAYMENT BOND	REQUIRED FROM AWARDED VENDOR WITH SIGNED CONTRACTS
REQUIRED EVIDENCE EEO/AFFIRMATIVE ACTION	INCLUDED
ACKNOWLEDGEMENT OF RECEIPT OF ADDENDA	N/A
NJ BUSINESS REGISTRATION CERTIFICATE	REQUIRED FROM AWARDED VENDOR
NON-COLLUSION AFFIDAVIT	INCLUDED
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	REQUIRED FROM AWARDED VENDOR
60-DAY EXTENSION COMPLIANCE	YES
COMPLIANCE WITH EMERGENCY SERVICES	N/A
CERTIFICATE OF INSURANCE	REQUIRED FROM AWARDED VENDOR PRIOR TO AWARD
W-9	N/A
THREE (3) REFERENCES	N/A
TOTAL LEASE FOR ELMORE & CLIFFORD AVENU, HAMILTON, BLOCK S501, LOT 121 A.K.A. MERCERVILLE WATER TANK	\$44,000.00
TOTAL LEASE FOR 1 DARRAH LANE, LAWRENCE TOWNSHIP, BLOCK 3301, LOT 29 A.K.A. LAWRENCE WATER TANK	\$44,000.00
TOTAL LEASE PRICE FOR BOTH	\$88,000.00
EXCEPTIONS (IF ANY)	YES SEE ATTACHED
FATAL FLAW	NONE



ORIGINAL

**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:** \$ 88,000,

Or,

1. Elmore & Clifford Ave., Hamilton,  
Block S501, Lot 121  
a/k/a Mercerville Water Tank: \$ 44,000

and/or

2. 1 Darrah Lane, Lawrence Township,  
Block 3301, Lot 29  
a/k/a Lawrence Water Tank: \$ 44,000

(herein, "Leased Premises")

**(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 6200 Sprint Parkway, Overland Park, KS

COMPANY Sprint Spectrum LP

ADDRESS 6200 Sprint Parkway

ADDRESS Overland Park, KS 66251

FED. ID #

NAME Silvia J. Lin

TELEPHONE 616-365-5858

FAX n/a

EMAIL jody.moore@sprint.com

DATE 7/16/2019

**EXCEPTIONS  
(IF NONE, PLEASE NOTE)**

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1. Pg 1 of Sample Lease, add a sentence at the end of the paragraph "The portion of the Lessor's Property leased exclusively to Lessee shall be referred to as the Leased Premises."
2. Pg 1 of the Sample Lease, 2nd Whereas, remove "Leased Premises" and replace with "Property".
3. Section 5 of the Sample Lease, remove "(1) Lessee notifies Lessor of Lessee'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, 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 if effect. 3" and replace with "Lessee notifies Lessor of Lessee'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"
4. Section 6 of the Sample Lease, change lease rent rate increase from "5%" to "3%" in (a) and (b) and added "within 30 days".
5. Section 6 of the Sample Lease, add "partial years shall be prorated" at the end of paragraph (a).
6. Section 8 of the sample lease, change 30 days to 90 days.
7. Section 9 of the Sample Lease, remove 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."
8. Section 11 (c) of the Sample lease, change "Lesser" to "Lessor" and 3 months to 12 months.
9. Section 11 (e) of the Sample lease, remove the words "including property being unacceptable" and replace with the words "or if the Lessee's Property and/or Equipment is no longer acceptable"
10. Section 12, in the first sentence delete "for public liability, personal injury, death and property damage" and replace "person" with "occurrence," and delete the word "and" that immediately follows. Also, replace "per occurrence" with the word "aggregate".
11. Section 14 (a) of the Sample Lease is incomplete and unclear. Will need to review City's intended language and further discuss.
12. Section 14(b) change "named" to "included" in last sentence.
13. Section 18 of the Sample Lease revise to read "18. Assignment. Any sublease or assignment of this Lease that is entered into by Lessor or Lessee shall be subject to the provisions of this Lease. Lessee may assign this Lease with the consent of Lessor. Notwithstanding anything to the contrary, Licensee may assign or sublet to a parent company, subsidiary or an affiliate of Lessee or to an entity which acquires Lessee's assets or stock and continues in the business of offering wireless telecommunication services, Licensee to provide written Notice of such assignment."

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