

**BID2019*-55 LEASE OF SPACE FOR CELLULAR ANTENNA SYSTEM FOR
FOUR (4) LOCATIONS BID OPENING DATE 8/28/2019 AT 11:00AM**

BID2019-55 LEASE OF SPACE FOR CELLULAR ANTENNA SYSTEM AT LAWRENCE TANK (DARRAH LANE, MERCERVILLE TANK (CLIFFORD AVENUE), HOPEWELL TANK (PENNINGTON/LAWRENCE ROAD) AND WHITEHORSE TANK (HEMPSTEAD ROAD)	
NUMBER OF RESPONDENTS:	1
NAME OF BIDDER	SPRINT SPECTRUM, L.P. (SPRINT)
ADDRESS	6200 SPRINT PARKWAY
CITY, STATE, ZIP	OVERLAND PARK, KS 66251-2650
CONTACT NAME	SYLVIA J. LIN, MANAGER, REAL ESTATE
TELEPHONE	913-762-0846
FAX	N/A
E-MAIL	jody.moore@sprint.com
OWNERSHIP DISCLOSURE STATEMENT	INCLUDED
BID GUARANTEE	CHECK #14227773 BANK OF AMERICA IN THE AMOUNT OF \$8,800.00
MANDATORY EQUAL OPPORTUNITY	INCLUDED
DISCLOSURE OF INVESTED ACTIVITIES IN IRAN	INCLUDED
REQUIRED EVIDENCE EEO/AFFIRMATIVE ACTION REGULATIONS QUESTIONNAIRE	INCLUDED
ACKNOWLEDGEMENT OF RECEIPT OF ADDENDA	N/A
NJ BUSINESS REGISTRATION CERTIFICATE	INCLUDED
EQUIPMENT CERTIFICATION	INCLUDED
NON-COLLUSION AFFIDAVIT	INCLUDED
AMERICANS WITH DISABILITIES ACT OF 1990	INCLUDED
LANGUAGE	INCLUDED
EMPLOYEE INFORMATION CERTIFICATE (EIC)	REQUIRED PRIOR TO AWARD OF A CONTRACT
ETHICS COMPLAINT DISCLOSURE	INCLUDED
DEBARMENT NOTICE	INCLUDED
CITY OF TRENTON RESIDENT EMPLOYMENT POLICY	INCLUDED
CERTIFICATE OF INSURANCE	REQUIRED FROM AWARDED VENDOR PRIOR TO AWARD
COMPLIANCE WITH 60-DAY CONTRACT EXTENSION	YES
COMPLIANCE WITH EMERGENCY SERVICES	YES
EXCEPTIONS	YES - SEE ATTACHED
LAWRENCE TANK (DARRAH LANE)	\$44,000. PER YEAR
MERCERVILLE TANK (CLIFFORD AVENUE)	\$44,000. PER YEAR
HOPEWELL TANK (PENNINGTON/LAWRENCE RD)	NO BID
WHITEHORSE TANK (HEMPSTEAD RD.)	NO BID
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 ALL FOUR: \$ _____

Or,

TOTAL LEASE PRICE PER EACH LOCATION

Lawrence Tank (Darrah Lane)	\$ <u>44,000.00</u>
Mercerville Tank (Clifford Ave.)	\$ <u>44,000.00</u>
Hopewell Tank (Pennington/Lawrenceville Rd.)	\$ <u>N/A</u>
Whitehorse Tank (Hempstead Rd.)	\$ <u>N/A</u>
(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 66251.

COMPANY Sprint Spectrum L.P.
ADDRESS 6200 Sprint Parkway
ADDRESS Overland Park, KS 66251
FED. ID # _____
NAME Silvia J. Lin
TELEPHONE 913-762-0846
FAX n/a
EMAIL jody.moore@sprint.com

DATE 8/23/2019

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

1. Pg 1 of the Sample Lease, 2nd Whereas, remove "Leased Premises" and replace with "Property".

2. Pg 1 of Sample Lease, Section 1: insert "on the ground and tower space leased exclusively to the Lessee" and define "Leased Premises".

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, add "partial years shall be prorated" at the end of paragraph (a).

5. Section 8 of the sample lease, change 30 days to 90 days.

6. 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."

7. Section 11 (c) of the Sample lease, change "Lesser" to "Lessor" and 3 months to 12 months.

8. Section 12, delete in the first sentence delete "for public liability, personal injury, death and property damage" and replace "person" with "occurrence," delete then next occurrence of "and" then replace the last occurrence of "occurrence" with "aggregate".

9. Section 14 (a) of the Sample Lease is incomplete and unclear. Will need to review City's intended language and further discuss.

10. Section 14(b) change "named" to "included" in last sentence.

11. 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."
