Clarification #1

TO: ALL PROSPECTIVE Bidders
FROM: Purchasing Department
DATE: October 30, 2017
RE: CELL TOWER AND/OR ANTENNA ARRAY FOR THE CRANFORD CAMPUS – CQFY18/23-3

The following information is added to the quote documents for the aforementioned subject competitive quote.

QUESTION #1: Instructions to Respondents - Section 13 – Insurance and Indemnification. The insurance provision of this section and the bid lease (Section 7) are different. Please clarify which provision controls.

ANSWER #1: Section 13 of the RFP controls, and the lease will be revised to reflect such.

QUESTION #2: Instructions to Respondents - Section 13 – Insurance and Indemnification. The indemnification provision of this section and the bid lease (Section 9) are different and inconsistent. The bid should be amended to provide that the indemnification in the bid lease controls.

ANSWER #2: The indemnification provision in Section 13 of the RFP document shall be deemed modified to reflect paragraph 9 of the lease.

QUESTION #3: Instructions to Respondents - Section 28 – Termination of Contract - Bidders will not agree to any permitted unilateral termination of the contract/lease by the College absent cause pursuant to the default procedure set forth in the bid lease (Section 15). This also relates to Scope of Work - IV Project Detailed Description, Item 29 which is also not acceptable. As the College can appreciate, no carrier is going to invest the capital required to build a wireless facility at the school if the school has a right to terminate lease at any time for no reason.

ANSWER #3: General Terms and Conditions, Section 28, will be amended to read that termination will only be for cause. The College will delete Paragraph 29 under Scope of Work, with recognition that this is a lengthy process and not within the control of the Proposer.

QUESTION #4: Scope of Work – IV Project Detailed Description – There is an inconsistency with respect to the sharing of co-location rent. The last sentence of the fourth paragraph states that “[Co-location] Rent is to be negotiated with the College.” Item D of the fifth paragraph states “[t]he College shall receive 50% of any such sublease.” Finally, the Price Page form asks bidders to indicate the percentage of colocation rent it proposes to pay the college. Please clarify which provision controls.
ANSWER #4: The last sentence of the fourth paragraph refers to the rent you are proposing to pay the College-i.e. the annual base rent referred to on Page 28 on the Price Page. Item D of the fifth paragraph (bottom of page 19) should be revised to read “The College shall receive not less than 50% of co-location lease amount”. This is a percentage amount you are proposing of the rent you will receive from future co-locators, and this percentage amount is to be specified on the Price Page under Ancillary Carriers Rent (% of the amount paid to the College).

QUESTION #5: Scope of Work – IV Project Detailed Description, third paragraph - The deadline to sign the lease within 30 days of award is unrealistic and should be extended to no less than 60 days.

ANSWER #5: The deadline to sign lease will be amended to 60 days from award date.

QUESTION #6: Scope of Work – IV Project Detailed Description, third paragraph - The requirement to begin paying rent upon lease execution is unacceptable when it can take months or years to obtain approvals to build the site. The industry standard and as is stated in the lease bid (Section 4) is for rent to commence upon construction of the facility.

ANSWER #6: The College will amend Section IV, third paragraph and Paragraph 4 of the attached lease to read that lease payments will begin upon the receipt of a building permit, but in no event later than 18 months from lease execution.

QUESTION #7: The deadlines set forth in Scope of Work - IV Project Detailed Description, Items 21, 22 and 23 are unrealistic are should be extended.

ANSWER #7: Within Section IV, Project Detailed Description, amend as follows:

21. The Contractor shall apply for a site plan approval within ninety (90) days after the execution of the lease agreement with the College.
22. The Contractor shall be required to begin construction of the monopole and/or antenna array and installation of equipment within ninety (90) days of all of the required government approvals.
23. Construction is to be performed in an expeditious and workmanlike manner and shall be completed within 180 days (six months) after issuance of permits from local authorities. The successful contractor will diligently pursue all required approvals and will act in good faith to commence construction.

These dates will be deemed to be amended on Section V (page 26).

QUESTION #8: Page 23, Section II b) – This section requests contractor’s business registration certificate and public works contractor’s registration certificate. Carrier’s bids out its construction work after the lease and approvals are obtained. This means the required certificates cannot be submitted until contractor is awarded a contract by the bidder. This section should be amended to provide for same.

ANSWER #8: The cell service provider/bidder, and any co-locators, will provide their BRC. The bidders’ contractor, after lease and approvals are obtained and prior to start of construction, will provide its’ BRC, insurance, and public works certifications.

QUESTION #9: Page 23, Project A (Cell Tower) Section IV – The sub-heading references “Lease Agreement” but it is not one of the items required to be submitted. Conversely, Page 26, Project B (Antenna Array), Section IV does request a sample lease agreement. Do you want a sample lease agreement for the Cell Tower? We question why you want a sample lease agreement when a lease agreement is attached to the bid and bidders are required to agree with its lease terms at Scope of Work - IV Project Detailed Description, Item 1.

ANSWER #9: Delete the requirement to provide a sample lease agreement per Page 26 Section IV b).
QUESTION #10: It should be clarified in Item 1 and through the bid to make clear that by using the word “Contractor” the college is referring to the party engaged by the carrier to build the facility and not the bidder-vendor and vice versa.

ANSWER #10: The requirements within the RFP are on the bidder/vendor/lessee as distinguished from the installation contractor hired by the lessee.

QUESTION #11: General Terms and Conditions – Paragraph 28, Termination of Contract – The fourth paragraph in which the college may terminate for convenience is unacceptable. AT&T will invest considerable time and money into the project and for the Union County College (“College”) to terminate for convenience is unacceptable. Termination must be for cause.

ANSWER #11: Please see response to #3.

QUESTION #12: Scope of Work and Specifications - Section IV, third paragraph- Commencement of rent upon the signing of the lease should be changed to “commencement of rent upon the receipt of a building permit”.

ANSWER #12: Please see response to #6.

QUESTION #13: Scope of Work and Specifications Fifth paragraph- The successful contractor should only be responsible for the construction of the equipment area, pole and its equipment. It is common in the industry for each carrier to be responsible for its own zoning approvals, permits and construction if related equipment. If the carriers are applying for zoning at the same time, then it is generally filed jointly. If that occurs, then the lead carrier will seek all required municipal approvals. However, a subsequent carrier will be responsible for its own zoning, permits and construction.

ANSWER #13: Any colocation agreement shall require the sub tenant to comply with all the terms and conditions of the lease, including obtaining all required permits, insurance requirements, and indemnification of the College. The construction may be performed by the successful bidder’s contractor or the sub-tenant’s contractor.

QUESTION #14: Scope of Work and Specifications, Paragraph Number 21 – It is unrealistic to require the successful bidder to apply for zoning approval within thirty (30) days of execution of the lease. After award of the bid, the successful contractor must: (i) design the site; (ii) create photo-simulations; and (iii) produce a written report by a radio frequency engineer addressing the Federal Communication standards and the New Jersey standards in regard to energy emissions along with propagation maps and reports demonstrating the need for the site. All of the above are required for local zoning. A more realistic date would be ninety (90) days after award of bid.

ANSWER #14: Please see response to #7

QUESTION #15: Scope of Work and Specifications, Paragraph Number 22 – Requiring construction of a pole within thirty (30) days of receipt of all governmental approvals is also unrealistic. Once a site has been approved, the engineers must obtain soil borings to determine the foundation of the proposed pole. A pole manufacturer must design the pole for the specific soil type and number of carriers that will be on the pole. It is common in the industry for carriers to design the pole after receiving all required approvals. A realistic date for the filing of a building permit to commence construction would be ninety (90) days after receiving all required governmental approvals with the possibility of an extension if the contractor is acting in good faith and diligently pursuing the construction.

ANSWER #15: Please see response to #7
QUESTION #16: **Scope of Work and Specifications**, Paragraph Number 23 – Asserting that a pole must be built within one hundred twenty (120) days after the issuance of a building permit is also unrealistic. Construction can be delayed if the approvals are obtained in the winter or if there is unacceptable weather in the spring or summer. Construction to be completed within six (6) months after approval is more realistic. Language can be added that states that the successful contractor shall diligently pursue all required approvals and shall also act in good faith to commence construction.

ANSWER #16: Please see response to #7.

QUESTION #17: **Scope of Work and Specifications**, Paragraph Number 29- A twelve-month timeframe is also unacceptable. Zoning alone could take twelve (12) consecutive months and by that time, AT&T would have spent a considerable amount of money and time to complete the local process so that construction would occur. Since local approval is required, it is out of AT&T’s hands and it would be unfair to penalize AT&T for a long and arduous land use process.

ANSWER #17: Deleted.

QUESTION #18: **Submission Requirements** – Page 23, Section II (b) – AT&T will go out to Bid for the construction of the site after it is awarded the RFP. Therefore, AT&T does not know which Contractor will build the site and cannot submit the Contractor’s New Jersey Business Registration Certificate until after AT&T awards the bid. AT&T will supply the required New Jersey Business Registration Certificate upon award of its bid to a Contractor.

ANSWER #18: Please see response to #8. At the current time, please only supply your own BRC.

**NOTE:** all correction/clarifications herewith apply to the entire RFP document.

Please complete below. A signed copy of this clarification, SIGNED BY AN OFFICER OF THE RESPONDENT AUTHORIZED TO DO SO, must be included with your bid submission.

Submitted by____________________________________________
Signature: ______________________________________________
Title: __________________________________________________
Company or Corporation: _________________________________
Phone #: ____________________ Email: _____________________
Date: _________________________