

**TOWNSHIP OF WEST ORANGE**  
**REQUEST FOR PROPOSALS**  
**CONCESSION AGREEMENT FOR**  
**CONSTRUCTION AND MANAGEMENT OF OUTDOOR ADVERTISING**

**ESSEX COUNTY**  
**STATE OF NEW JERSEY**

**ISSUE DATE: OCTOBER 20, 2021**

**DATE FOR RECEIPT OF PROPOSALS: NOVEMBER 23, 2021 at 2:00 P.M**

**TOWNSHIP OF WEST ORANGE**  
**REQUEST FOR PROPOSALS**  
**CONCESSION AGREEMENT FOR**  
**CONSTRUCTION AND MANAGEMENT OF OUTDOOR ADVERTISING**

**TABLE OF CONTENTS**

	Page
Notice to Respondents .....	1
Glossary .....	3
Proposal Checklist .....	5

**ARTICLE I:**  
**INTRODUCTION AND OVERVIEW**

Section 1.1 Introduction.....	7
Section 1.2 Facility Included in this Procurement.....	7
Section 1.3 Reserved .....	7
Section 1.4 The RFP .....	7
Section 1.5 Communication Regarding the RFP.....	8
Section 1.6 Proposal Submission Date .....	8
Section 1.7 Registration Required.....	9
Section 1.8 Pre-Proposal Submission Meeting.....	9
Section 1.9 Proposed Procurement Schedule .....	9
Section 1.10 Review and Evaluation .....	10

Section 1.11 Conditions Applicable to Proposals ..... 10

Section 1.12 Rights of the Township ..... 11

Section 1.13 Examination of Documents; Familiarity with Requirements of RFP ..... 11

**ARTICLE II:  
SCOPE OF SERVICES**

Section 2.1 Services Being Procured..... 13

Section 2.2.1 Construction and Installation..... 13

Section 2.2.2 Proposed Designs of the Billboards ..... 14

Section 2.2.3 Billboards as Property of the Township ..... 14

Section 2.2.4 Proposed Designs and Locations of Bus Shelters ..... 14

Section 2.3 Maintenance Responsibilities ..... 14

Section 2.4.1 Procurement of Advertisements ..... 14

Section 2.4.2 Proposed Rates for Advertisements..... 14

Section 2.5 Concession Fee ..... 15

Section 2.6.1 Restrictions on Subcontracting..... 15

Section 2.6.2 Identification of Subcontractors ..... 15

**ARTICLE III:  
INSTRUCTION FOR PREPARATION AND SUBMISSION OF PROPOSALS**

Section 3.1 Proposal Acceptance or Rejection..... 16

Section 3.2 Proposals Subject to Disclosure Pursuant to the Open Public Records Act ..... 16

Section 3.3 Withdrawal of Proposals ..... 16

Section 3.4 Disposal of Proposals ..... 16

Section 3.5 Proposal Submission ..... 16

Section 3.6 Completeness..... 17

Section 3.7 Form of Proposals..... 17

Section 3.8 Organization of Proposals ..... 17

Section 3.9 Respondent Information/Cover Letter ..... 18

Section 3.10 General Information/Submittal Requirements ..... 18

Section 3.11 Respondent's Financial Qualifications ..... 18

Section 3.12 Required Disclosure ..... 18

Section 3.13 Proposal Forms ..... 18

Section 3.14 Other Submission Requirements ..... 19

Section 3.15 Supplemental Information to be Provided at Respondent’s Option ..... 19

**ARTICLE IV:  
GENERAL MATTERS**

Section 4.1 Time for Award..... 20

Section 4.2 Proposal Security ..... 20

Section 4.3 Consent of Surety..... 20

Section 4.4 Performance Bond ..... 20

Section 4.5 Insurance Requirements ..... 21

Section 4.6 Indemnification ..... 23

Section 4.7 Reserved..... 23

Section 4.8 Successful Respondent's and/or Subcontractor's Employees..... 23

Section 4.9 Affirmative Action/EEO Compliance Notice ..... 23

Section 4.10 Prevailing Wage..... 23

Section 4.11 Reserved..... 23

Section 4.12 Business Registration Certificate..... 23

Section 4.13 Political Contributions ..... 24

Section 4.14 Reserved..... 24

Section 4.15 Reserved..... 24

Section 4.16 Compliance with All Applicable Laws..... 24

Section 4.17 Permits and Approvals ..... 25

Section 4.18 No Tax Advice Offered ..... 25

Section 4.19 Sales Tax..... 25

Section 4.20 Records Retention..... 25

**ARTICLE V:  
EVALUATION AND SELECTION PROCESS**

Section 5.1 General..... 26

Section 5.2 Interviews..... 26

Section 5.3 Evaluation Criteria ..... 26

Section 5.4 Minimum Financial Criteria ..... 29

Section 5.5 Basis for Award ..... 30

**ATTACHMENTS**

<b>Attachment “A”</b>	<b>Billboard Locations</b>
<b>Attachment “B”</b>	<b>Images of Township’s Jitneys</b>
<b>Attachment “C”</b>	<b>Potential Bus Shelter Locations</b>

## APPENDICES

<b>APPENDIX A</b>	<b>CONTRACT AND AUTHORIZING DOCUMENTS</b>
Appendix A-1	Concession Agreement for Construction and Management of Outdoor Advertising
Appendix A-2	Authority Authorizing Resolution
<b>APPENDIX B</b>	<b>PROPOSAL FORMS</b>
Appendix B-1	Concession Agreement for Construction and Management of Outdoor Advertising Proposal Sheet
Appendix B-2	Respondent Information/Cover Letter
Appendix B-3	Form of Consent of Surety for Annual Performance Bond
Appendix B-4	Form of Annual Performance Bond
Appendix B-5	Agreement for Proposal Security in lieu of Proposal Bond
Appendix B-6	Form of Proposal Bond
Appendix B-7	Ownership Disclosure Statement
Appendix B-8	Non-Collusion Affidavit
Appendix B-9	Consent to Investigation
Appendix B-10	Statement of Respondent's Qualifications
Appendix B-11	Acknowledgment of Receipt of Addenda
Appendix B-12	Affirmative Action Compliance/Mandatory EEO Language
Appendix B-13	Disclosure of Investment Activities in Iran
Appendix B-14	Township's Political Contribution Disclosure Statement
Appendix B-15	Proposal Checklist

**TOWNSHIP OF WEST ORANGE**  
**REQUEST FOR PROPOSALS**  
**CONCESSION AGREEMENT FOR**  
**CONSTRUCTION AND MANAGEMENT OF OUTDOOR ADVERTISING**  
**NOTICE TO RESPONDENTS**

**IMPORTANT, RESPONDENTS MUST REGISTER. SEE BELOW FOR DETAILS.**

Pursuant to N.J.S.A. 40A:11-4.1 et seq., the Township of West Orange (the “Township”) has issued a “Request for Proposal for a Concession Agreement for Construction and Management of Outdoor Advertising,” dated **October 20, 2021** (the “RFP”). This procurement is being undertaken pursuant to competitive contracting provisions of the Local Public Contracts Law as specified under N.J.S.A. 40A:11-4.1(j) and N.J.A.C. 5:34-9.4(b)(3). Proposals are being solicited through, and the RFP is being issued in accordance with, a fair and open process under the State Pay-to-Play Law, N.J.S.A. 19:44A-20.5, et. seq.

Sealed proposals must be received by the Township on or before **2:00 pm, prevailing time, on November 23, 2021**. Proposals must be delivered to:

Paula Reynolds  
Acting Purchasing Agent  
Township of West Orange  
66 Main Street  
West Orange, New Jersey, 07052

Details concerning the Proposal Documents are set forth in the RFP, available by email upon request to the Township’s Acting Purchasing Agent Paula Reynolds at [PReynolds@westorange.org](mailto:PReynolds@westorange.org) or a hard copy may be obtained from Paula Reynolds at the above address, by appointment during regular business hours, upon payment of fifty (\$50) dollars.

Bid security in the form of a certified check, cashier's check or proposal bond in the amount of \$20,000 must be submitted with the Proposal, which will be forfeited to the Township as liquidated damages if the Successful Respondent fails to properly execute and deliver the Concession Agreement and performance security as required by the RFP.

**REGISTRATION:** Each Respondent must register with the Township to: (i) indicate that it intends to submit a Proposal, and (ii) provide the name of its contact person and contact information (name, company, address, phone, cell, fax, and e-mail address) for any and all communications during the RFP process.

Additionally, Respondents are required to comply with the following New Jersey statutes: N.J.S.A. 52:25-24.2 (Statement of Ownership) and N.J.S.A. 10:5-31 (Affirmative Action Program, Equal Employment Opportunity), N.J.S.A. 52:32-44 (Business Registration of Public Contractors), the Americans with Disabilities Act of 1990, N.J.S.A. 34:11-56.25 et seq. (Prevailing Wage), and N.J.S.A. 52:32-55, et. seq. (Investment Activities in Iran).

All comments and questions concerning the RFP must be directed in writing to Paula Reynolds, Acting Purchasing Agent for the Township, at 66 Main Street, West Orange, NJ 07052, or by email at [PREynolds@westorange.org](mailto:PREynolds@westorange.org), with a copy to Richard D. Trenk, Esq., Counsel for the Township, via email, [rtrenk@trenkisabel.com](mailto:rtrenk@trenkisabel.com).

Each Respondent shall submit one (1) original and nine (9) copies of its proposal, together with a PDF of the proposal on a CD or jump drive, in sealed envelopes bearing the name of the Respondent and marked:

**“CONCESSION AGREEMENT FOR CONSTRUCTION AND MANAGEMENT OF  
OUTDOOR ADVERTISING”**

If sealed proposals are enclosed in boxes, the boxes must be clearly marked as set forth above.

The Township reserves the right to reject any and all proposals, to waive any informalities or to accept the proposal that, in its judgment, shall be determined to be in the best interest of the Township. Proposals must be prepared and submitted in standard proposal form in the manner designated within the Proposal Documents.

**By Order of the Township of West Orange**



**TOWNSHIP OF WEST ORANGE**

**REQUEST FOR PROPOSALS**

**CONCESSION AGREEMENT FOR  
CONSTRUCTION AND MANAGEMENT OF OUTDOOR ADVERTISING**

**GLOSSARY**

For purposes of this RFP, the following terms shall have the meanings set forth below.<sup>1</sup>

**“Applicable Law”** means any permits, licenses or approval, and any federal, State or local statute, law, constitution, charter, ordinance, resolution, judgment, order, decree, rule, regulation, directive, standard or similarly binding authority, which shall be enacted, adopted, promulgated, issued or enforced by a Governmental Authority relating to this RFP, the Concession Agreement, the Township, or the facilities that are the subject of this RFP. Applicable Law shall expressly include the regulations promulgated by the New Jersey Department of Transportation found at N.J.A.C. 16:41C-8.1, et. seq.

**“Billboard”** means a large outdoor board for displaying advertisements. Annexed hereto as Attachment **“A”** is a list/description/picture of the locations for the construction of Billboards as set forth in this RFP.

**“Bus Shelters”** means the structures located at bus stops within the Township which provide seating and/or shade for patrons waiting for buses at the locations. Annexed hereto as Attachment **“C”** is a listing of the bus stop locations within the Township for potential installation of bus shelter advertisement.

**“Company” or “Successful Respondent”** means the Respondent, if any, selected by the Township to provide the Services under this RFP.

**“Concession Agreement for Construction and Management of Outdoor Advertising” or “Concession Agreement”** means the agreement between the Successful Respondent and the Township for the services set forth in this RFP.

**“Concession Fees”** means the payments from the Successful Respondent to the Township pursuant to the terms of the Concession Agreement.

**“Jitney”** means the eight (8) automobiles owned by the Township which provide free transportation to train stations in or near the Township.

**“Jitney Wraps”** means the exterior covers to the Jitneys for displaying advertisements.

---

<sup>1</sup> The definitions contained in this Glossary are presented solely for purposes of this RFP and do not purport to be comprehensive or definitive.

**“Facilities”** means (1) the Billboards, (2) the Jitney Wraps, and (3) Bus Shelters which are the subject of the Concession Agreement.

**“Governmental Authority”** means any federal, state or local legislative, executive, judicial, quasi-judicial or other public authority, agency, department, bureau, division, unit, court, tribunal, or other public body, person or entity having jurisdiction over a Party to the Concession Agreement, the Facilities or the Concession Agreement.

**“Maintenance”** means the repair, replacement and provision of all Facilities or portions thereof necessary to meet the obligations under the Contract.

**“Minimum Financial Criteria”** means the minimum requirements needed to demonstrate financial ability to perform under the Concession Agreement as set forth in Section 5.4 of the RFP.

**“Proposals”** means responses to this RFP.

**“Proposal Documents”** means this RFP and all notices and appendices attached hereto as amended and supplemented by any responses to questions or addenda issued by the Township as part of the RFP process.

**“Proposed Procurement Schedule”** means the proposed procurement schedule set forth in Section 1.07 of this RFP as may be amended from time to time by the Township through the issuance of one or more addenda.

**“Respondents”** means the firms that submit proposals in response to this RFP.

**“RFP”** means this “Request for Proposals for Concession Agreement for Construction and Management of Outdoor Advertising” dated October 20, 2021.

**“Services”** means the Successful Respondent’s obligations under the Concession Agreement for Construction and Management of Outdoor Advertising.

**“Township”** means the Township of West Orange, Essex County, New Jersey.

**TOWNSHIP OF WEST ORANGE**

**REQUEST FOR PROPOSALS**

**CONCESSION AGREEMENT FOR  
CONSTRUCTION AND MANAGEMENT OF OUTDOOR ADVERTISING**

**PROPOSAL CHECK-LIST**

The following is a check-list of all items that each **Respondent shall submit with its Proposal** in order for their Proposal to be considered by the Township in accordance with the provisions of the RFP. Capitalized terms not defined in this check-list shall be as defined in the RFP. Respondents shall submit a copy of this Proposal Checklist with their Proposals.

**(1) The following documents shall be considered mandatory items that shall be submitted as part of the Proposal. Failure to submit any of the following shall be deemed a fatal defect that cannot be cured, and will result in mandatory rejection of the Proposal as unresponsive to the RFP:**

		<b>CHECK</b>
(a) Appendix B-1	Concession Agreement for Construction and Management of Outdoor Advertising.....	( )
Appendix B-2	Respondent Information/Cover Letter.....	( )
Appendix B-3	Consent of Surety.....	( )
Appendix B-5**	Agreement for Proposal Security in Lieu of Proposal Bond.....	( )
Appendix B-6**	Proposal Bond.....	( )
Appendix B-7	Ownership Disclosure Statement.....	( )
Appendix B-10	Statement of Respondent’s Qualifications.....	( )
Appendix B-11	Acknowledgment of Receipt of Addenda.....	( )
Appendix B-13	Disclosure of Investment Activities in Iran...	( )

\*\*Provide Appendix B-5 or B-6, as applicable (Proposal Bond, Cashier's Check or Certified Check (RFP Section 4.2))

**(2) Failure to submit any of the following documents with submission of the Proposal may be cause for rejection of the Proposal:**

(a) Appendix B-8	Non-Collusion Affidavit.....	( )
Appendix B-9	Consent to Investigation.....	( )
Appendix B-12	Affirmative Action Compliance/Mandatory EEO Language.....	( )
Appendix B-14	Township’s Political Contribution Disclosure Statement	( )
Appendix B-15	Proposal Checklist.....	( )

(b) Business Registration Certificate (*RFP Section 4.12*) ..... (\_\_\_\_\_)

A copy of the State of New Jersey Department of the Treasury, Division of Revenue, **Business Registration Certificate ("BRC")** should be included with the proposal as it must be received by the Township prior to the award of the contract. The BRC provided must show that the Respondent was registered at the time of receipt of proposals or the proposal will be rejected.

**TOWNSHIP OF WEST ORANGE**  
**REQUEST FOR PROPOSALS**  
**CONCESSION AGREEMENT FOR**  
**CONSTRUCTION AND MANAGEMENT OF OUTDOOR ADVERTISING**

**ARTICLE I**

**INTRODUCTION AND OVERVIEW**

**Section 1.1 Introduction**

The Township of West Orange (the “Township”) is in the process of seeking proposals from qualified firms to provide Services pursuant to a Concession Agreement for Construction and Management of Outdoor Advertising.

This procurement is being undertaken in accordance with the competitive contracting provisions of the Local Public Contracts Law, specifically, N.J.S.A. 40A:11-4.1 (2) & (3), et. seq. Proposals are also being solicited through, and this RFP is being issued in accordance with, a fair and open process pursuant to the State Pay-to-Play Law, N.J.S.A. 19:44A-20.5, et. seq.

**Section 1.2 Facilities Included in this Procurement**

The Facilities consist of:

- a. Billboards to be constructed and installed by the Successful Respondents at the locations described, depicted or identified in Attachment “**A**” of this RFP;
- b. Jitney Wraps which shall be installed on the Township’s Jitneys, images of the Township’s Jitneys are included as Attachment “**B**” of this RFP; and
- c. Potential Bus Shelters locations listed in Attachment “**C**” of this RFP.

**Section 1.3 Reserved**

**Section 1.4 The RFP**

The Township has issued this RFP as authorized by resolution of the Township Council on February 19, 2019 (Authorizing Resolution attached hereto as **Appendix A-2**). Proposals received by the Township shall become the property of the Township. The RFP has been issued solely for the purpose of soliciting Proposals as described in this RFP. No license or grant is conferred or implied to Respondents or to any other person for any purpose.

## Section 1.5 Communications Regarding RFP

All comments and questions concerning the RFP must be submitted in writing, by **November 9, 2021 to:**

Paula Reynolds  
Purchasing Agent  
Township of West Orange  
66 Main Street  
West Orange, New Jersey, 07052  
E-mail:

with a copy to:

Township Attorney  
Richard D. Trenk, Esq.,  
Trenk Isabel P.C.  
290 W. Mt. Pleasant Avenue, Suite 2350  
Livingston, New Jersey 07039  
E-mail: [rtrenk@trenkisabel.law](mailto:rtrenk@trenkisabel.law)

Mark Y. Moon, Esq.,  
Trenk Isabel P.C.  
290 W. Mt. Pleasant Avenue, Suite 2350  
Livingston, New Jersey 07039  
E-mail: [mmoon@trenkisabel.law](mailto:mmoon@trenkisabel.law)

## Section 1.6 Proposal Submission Date

One (1) original and nine (9) copies of sealed Proposals, together with a PDF of the Proposal on a CD or jump drive, must be received by the Township on or before **2:00 p.m.**, prevailing time, **November 23, 2021**, at which time Proposals will be publicly opened and announced. Proposals must be delivered to:

Paula Reynolds  
Acting Purchasing Agent  
Township of West Orange  
66 Main Street  
West Orange, New Jersey, 07052

Respondents shall assume full responsibility for timely delivery at the location designated for the receipt of Proposals. Proposals received after the date and time set forth above shall be returned to the Respondent unopened, and will not be considered by the Township. Subsequent to the issuance of the RFP, the Township may issue addenda to the RFP to modify, supplement or amend the provisions of this RFP, including the Proposed Procurement Schedule. The addenda

will constitute part of the RFP and each Respondent is required to acknowledge receipt of all addenda at the time of submission of its Proposal by executing and submitting the Acknowledgment of Receipt of Addenda (**Appendix B-11**).

**Section 1.7 Registration Required**

Each Respondent must register with the Township: (i) that it intends to submit a Proposal; (ii) providing the name of its Contact Person and contact information (**name, company, address, phone, cell, fax, and e-mail address**) for all communications during the RFP process; (iii) whether it intends to attend/participate in the Pre-Proposal Submission Meeting discussed in Section 1.8, below, and (iv) to provide the Township with a list of Respondent's representatives who will attend/participate in the Pre-Proposal Submission Meeting discussed in Section 1.8, below.

Respondents should register by requesting a copy of the RFP and by e-mailing the information required by (i) and (ii) above, to Paula Reynolds, at [PReynolds@westorange.org](mailto:PReynolds@westorange.org) and/or mailing a copy to Paula Reynolds, Acting Purchasing Agent, Township of West Orange at 66 Main Street, West Orange, NJ 07052.

**Section 1.8 Pre-Proposal Submission Meeting**

A Pre-Proposal Submission Meeting shall be held on **November 4, 2021 at 10:00 AM** via video conference. A link to the video conference will be sent directly to the identified representative identified in the Respondents’ registration consistent with Section 1.7 in this RFP. Respondents are also encouraged to have, at a minimum, the persons responsible for preparing the Proposal in attendance/participate at the Pre-Proposal Submission Meeting.

**Section 1.9 Proposed Procurement Schedule**

<b>1. RFP is Issued .....</b>	<b>October 20, 2021</b>
<b>2. Last Date for Submission of Written Questions .....</b>	<b>November 9, 2021</b>
<b>3. Pre-Proposal Submission Meeting.....</b>	<b>November 4, 2021</b>
<b>4. Proposals Due .....</b>	<b>November 23, 2021</b>
<b>5. Interviews for Concession Agreement for Construction and Management of Outdoor Advertising .....</b>	<b>Optional at the Township’s Discretion</b>
<b>6. Issuance of Evaluation Report .....</b>	<b>December 6, 2021</b>
<b>7. Township Meeting to Accept Report and Recommend Award to Township .....</b>	<b>December 14, 2021</b>

<b>8. Meeting to Award Agreement.....</b>	<b>December 14, 2021</b>
<b>9. Execution of Documents .....</b>	<b>December 14, 2021</b>

The Township reserves the right to change this schedule from time-to-time, as circumstances warrant, and no Respondent shall rely on this schedule as a commitment on the part of the Township to proceed within that timeframe.

**Section 1.10 Review and Evaluation**

The objective of the Township in seeking Proposals to this RFP is to enable it to recommend a Successful Respondent to the Township that will provide the most complete, dependable and cost-effective Proposal. Using the criteria set forth in Section 5.3 of this RFP, Proposals will be evaluated in terms of the reasonableness of the costs proposed, claims and/or commitments made, the completeness of the data provided, the reliability of the approach taken, the ability of the Respondents to perform, and conformance with the requirements of this RFP.

**Section 1.11 Conditions Applicable to Proposals**

By responding to this RFP, the Respondent acknowledges and consents to the following conditions relative to the submission, review and consideration of its Proposal:

1. The issuance of the RFP is not intended to, and shall not be construed to commit the Township to execute any contract.
2. The Township reserves the exclusive rights set forth in Section 1.12 hereof.
3. Neither the Township, nor any of their respective consultants shall be liable for any claims or damages resulting from the solicitation or receipt of Proposals in response to this RFP, nor will there be any reimbursement to Respondents for the cost of preparing the Proposal or for participating in the RFP process.
4. By submitting a Proposal in response to the RFP, the Respondent accepts and consents to the procurement process selected (and implemented) by the Township, and the Respondent waives any and all claims to same.
5. All Proposals submitted in response to this RFP will become the property of the Township and subject to public disclosure under the Open Public Records Act, and will not be returned.
6. All activities related to the implementation of the Concession Agreement as described herein, shall be subject to compliance with all Applicable Law.



7. Failure of any Respondent to submit a Proposal that completely addresses the requirements of this RFP (including submittal as part of such Proposal of all documents required to be submitted under the terms of this RFP), at the times and in the manner specified in this RFP, may result in the rejection of the Proposal by the Township.
8. All documentation and information provided by the Township in connection with this RFP is believed to be accurate and correct; however, the Township assumes no responsibility for and makes no guarantees as to the accuracy of the information provided. Each Respondent is instructed to notify the Township in accordance with Section 1.5 hereof if it believes that any information provided herein is not accurate and/or correct.

### **Section 1.12 Rights of the Township**

The Township reserves, holds, and may exercise, at its sole discretion, the following rights and options with regard to the RFP and the Proposal process:

1. To reject all Proposal(s) or any Proposal(s) deemed to be nonresponsive to the RFP.
2. To supplement, amend, or otherwise modify the RFP.
3. To change or alter the schedule for any events called for in the RFP. The Township shall use commercially reasonable efforts to maintain the Proposed Procurement Schedule set forth in Section 1.07, but failure to do so shall not serve as a basis for any challenge under this RFP, to which all Respondents agree by their submission of a Proposal.
4. To conduct investigations of any or all of the Respondents and their Proposals as the Township deems necessary or convenient, to clarify the information provided as part of the Proposal, including discussions with contact persons of prior clients, regulatory agencies and visits to any facilities or projects referenced in its Proposal, and to request additional information to support the information included in any Proposal.
5. To decline to make an award of a contract under this RFP for any purpose.
6. To abandon this procurement process at the Township's convenience at any time, for any reason.
7. To select the Proposal that, in the Township's sole judgment, best serves the interests of the Township, consistent with the evaluation and selection process set forth in Article V of this RFP.
8. To designate or consult with another agency, group, consultant, individual, or public body to act at any time during the term of this procurement process in its place or on its behalf.

9. To make an award of a contract under this RFP subject to final adoption of all necessary authorizations.
10. To interview any or all Respondents in an effort to clarify their Proposals.

**Section 1.13 Examination of Documents, Familiarity with the Requirements of the RFP**

It is the responsibility of each Respondent, before submitting a Proposal, to examine the locations identified and/or referenced in the RFP thoroughly, and become familiar with and consider all Applicable Law that may affect compliance with the terms and conditions of the Contract, if awarded, and/or the obligations of the Successful Respondent under this RFP.

Should a Respondent find discrepancies or ambiguities in, or omissions from the RFP, or should a Respondent be in doubt as to the meaning of any provision in the RFP, Respondent shall immediately notify the Township in writing, seeking an interpretation or correction in accordance with Section 1.5. Each Respondent is responsible for confirming receipt of any facsimile or email materials to the Township.

Any interpretation or correction of the RFP will be made by the Township by written addenda available to all Respondents through publication, posting on the Township's website, and through an e-mail notification to Respondents' respective Contact Persons. Addenda so issued will become part of the RFP. No allowance will be made after Proposals are received for oversight, omission, error, or mistake by the Respondent or by the Township.

Before submitting a Proposal, each Respondent, at its own expense, shall make or request or obtain any additional inspections, examinations, or studies and obtain any additional data and information that the Respondent deems necessary to complete its Proposal. The failure or omission of the Respondent to receive and examine any form, instrument or document, or to make required inquiries, shall not relieve the Respondent from any obligations and responsibilities relating to the requirements of this RFP, the Contract, or its Proposal.

The submission of a Proposal will constitute a conclusive and binding representation by the Respondent that Respondent has agreed to, and complied with, every requirement of this RFP, that the procurement process chosen by the Township has been conducted and implemented in a legally permissible manner and that the Proposal documents are sufficient in scope and detail to indicate and convey the understanding of the parties as to all terms and conditions for performance hereunder.

**TOWNSHIP OF WEST ORANGE**  
**REQUEST FOR PROPOSALS**  
**CONCESSION AGREEMENT FOR**  
**CONSTRUCTION AND MANAGEMENT OF OUTDOOR ADVERTISING**

**ARTICLE II**

**SCOPE OF REQUEST FOR PROPOSALS**

**Section 2.1 Services Being Procured**

The Successful Respondent will be required to enter into a Concession Agreement in a form substantially similar to the Concession Agreement to this RFP as **Appendix A-1** if an award is made.

The Concession Agreement will require the Successful Respondent to perform Construction and Management of Outdoor Advertising as set forth in this Article II of the RFP for a period of five (5) years, and such services (collectively the “Services”).

The Successful Respondent shall perform the Services under the Concession Agreement at all times in compliance with all Applicable Laws and in accordance with the terms and provisions of this RFP.

**Section 2.2.1 Construction and Installation**

Successful Respondent shall be responsible for all construction and installation needed for the implementation of the Concession Agreement, including:

- (a) the construction of the Billboards and structures necessary for the installation of advertisements onto the Billboards at the locations designated in this RFP, including the purchase of all needed materials and supplies for such construction;
- (b) the installation and maintenance of backlighting for the Billboards, including the equipment needed to power such backlighting;
- (c) the construction of or improvements to the Bus Shelters necessary for the installation of advertisements onto the Bus Shelters at the potential locations identified in this RFP, including the purchase of all needed materials and supplies for such construction and/or improvements;
- (d) the installation of Jitney Wraps onto the Jitneys, including the purchase of all needed materials and supplies for such installation; and

- (e) the obtaining of all required permits and approvals for the construction consistent with this section of the RFP.

### **Section 2.2.2 Proposed Designs of the Billboards**

Respondents shall include in their Proposal the proposed designs for the Billboards to be constructed and installed consistent with the RFP which shall include: (i) a rendering of the proposed Billboards including the proposed dimensions of the Billboards; (ii) the proposed heights from ground level of the Billboards; (iii) the proposed materials to be used in the construction and installation of the Billboards; (iv) the location of the backlighting for the Billboards; and (v) confirmation as to whether the Billboard will be digital, electronic, or other medium or means.

### **Section 2.2.3 Billboards as Property of the Township**

Upon completion of the construction period, the Billboards, structures necessary for the installation of advertisements onto the Billboards, and all software for operation of the advertisements on the Billboards shall become the property of the Township.

### **Section 2.2.4 Proposed Designs and Locations of Bus Shelters**

Respondents shall include in their Proposal the proposed designs for the Bus Shelters to be constructed and installed consistent with the RFP, including the number of proposed Bus Shelters to be constructed or otherwise improved and which of the potential location identified in Attachment “C” such Bus Shelters will be improved or installed. Upon completion of the construction period, the Bus Shelters, structures necessary for the installation of advertisements onto the Bus Shelters, and all software for operation of the advertisements on the Billboards shall become the property of the Township.

### **Section 2.3. Maintenance Responsibilities**

Successful Respondent shall maintain the physical elements of the Facilities, including any maintenance needed to ensure that the Facilities are free from vandalism such as graffiti and/or stickers. Additional maintenance responsibilities shall include ensuring the backlit display is functioning properly and the advertisement is not damaged or faded.

### **Section 2.4.1 Procurement of Advertisements**

Successful Respondent shall be responsible for procuring advertising campaigns on behalf of the Township. The advertisements shall not include content that is prohibited under federal, state, and local laws. The vendor shall ensure that the content included in any advertisements meet the requirements for such advertisement under Applicable Law.

### **Section 2.4.2 Proposed Rates for Advertisements**

Respondents shall include in their Proposal a scheduled of proposed rates for the use of each category of Facilities identified in this RFP. These proposed rates shall include a proposed amount over a proposed duration for the use of the Facilities for advertisement.

## **Section 2.5 Concession Fee**

Respondents shall include in their Proposal a proposed financial arrangement where the Township will receive a percentage of advertising revenue from campaigns that use the Township's facilities consistent with this RFP as the Concession Fee for the Concession Agreement. Respondents shall justify and explain the financial arrangement by including: (i) a pro forma showing both anticipated revenues during the term of the Concession Agreement; (ii) an overview of all anticipated expenses associated with performance of the Concession Agreement maintenance costs that satisfy the maintenance responsibilities set forth in Section 2.3.1. of this RFP.

Successful Respondent shall pay to the Township the Concession Fee within thirty (30) days from the receipt of any funds for the use of the Township Facilities for advertisements.

### **Section 2.6.1 Restrictions on Subcontracting**

The parties agree that the Company shall not subcontract, assign or delegate all or substantially all of its duties, obligations or services to be performed under the Concession Agreement without prior written approval of the Township, except for designated and identified subcontractors listed in Proposals. In the event that the Township approves of any such subcontracting, assignment or delegation, the Company shall remain solely responsible for managing, directing and paying the person or persons to whom such responsibilities or obligations are sublet, assigned or delegated. Any consent given shall not be construed to relieve the Company of any responsibility for performing its obligations under this Concession Agreement.

### **Section 2.6.2 Identification of Subcontractors**

All Proposals shall identify any and all subcontractors which the Respondent intends to utilize in the performance of any of the responsibilities set forth in the RFP. In identifying the proposed subcontractors, Respondents shall include: (i) disclosure of the ownership of the proposed subcontractors consistent with the disclosure requirements for the Respondent pursuant to this RFP and N.J.S.A. 52:25-24.2 governing the requirements for the submission of a Statement of Ownership; (ii) disclosure of the proposed subcontractor's required professional licenses, if applicable, needed to perform the portion of the work required as either set forth in the RFP or proposed in the Proposal; and (iii) all other disclosures and requirements pursuant to the Local Public Contracts Law.

**TOWNSHIP OF WEST ORANGE**

**REQUEST FOR PROPOSALS**

**CONCESSION AGREEMENT FOR  
CONSTRUCTION AND MANAGEMENT OF OUTDOOR ADVERTISING**

**ARTICLE III**

**INSTRUCTIONS FOR PREPARATION AND SUBMISSION OF PROPOSALS**

**Section 3.1. Proposal Acceptance or Rejection**

Subject to Applicable Law, the Township, reserves the right to (a) abandon this procurement process; (b) reject any or all Proposals; and (c) waive any informality or non-conformance in the Proposals.

**Section 3.2 Proposals Subject to Disclosure Pursuant to the Open Public Records Act**

The Proposals submitted by Respondents shall be deemed “government records” upon submission to the Township and subject to disclosure under the New Jersey Open Public Records Act as of the proposal submission date.

The Township assumes no liability for any loss, damage, or injury that may result from any disclosure of any information contained in a Respondent’s Proposal.

**Section 3.3 Withdrawal of Proposals**

A Respondent may withdraw its Proposal prior to the date and time set for the opening of the Proposals, provided, however, that a written request to withdraw the Proposal is hand-delivered or faxed to the Township, by or on behalf of, an accredited representative of the Respondent, or the request is delivered by certified U.S. Mail. The request to withdraw the Proposal must be received by the Township prior to the commencement of opening of the Proposals currently scheduled for **November 23, 2021**.

**Section 3.4. Disposal of Proposals**

All Proposals are the property of the Township and will not be returned. At the conclusion of the procurement process, the Township may dispose of any and all copies of Proposals received in whatever manner it deems appropriate.

**Section 3.5 Proposal Submission**

All Proposals must be submitted complete with all requested information and are to be in conformance with the instructions set forth herein and as required by subsequent addenda, if and

as applicable. The Proposal and all related information must be bound and must be signed and acknowledged by the Respondent in accordance with the directions herein.

### **Section 3.6 Completeness**

Each of the instructions set forth in this Article III must be followed in order for a Proposal to be deemed responsive to the RFP. In all cases, the Township reserves the right to determine, in its sole discretion, whether any aspect of the Proposal meets the submission requirements of the RFP. The Township reserves the right to reject any Proposal that, in its sole judgment, does not comply with the submission guidelines set forth in this RFP. In addition, notwithstanding any of the provisions hereof, the Township reserves the right to waive any informality in the Proposals.

### **Section 3.7 Form of Proposals**

Respondents shall provide the appropriate information required for each Section in accordance with the following content and format requirements.

- A. Proposals shall be bound; if materials are too voluminous to be bound in one volume, additional binders may be used but they must be clearly marked as Volume 1 of 2; Volume 2 of 2, etc.
- B. Proposals shall be concise, clear, factual, and complete, with a minimum of extraneous material.
- C. Proposals shall be indexed and sectioned and shall be prefaced with a table of contents.
- D. Proposal documents shall be typed or printed (1-1/2 spacing) on 8-1/2" x 11" paper.

### **Section 3.8 Organization of Proposals**

Proposals submitted in response to this RFP shall be organized as follows:

- Section I. Respondent Information/Cover Letter (**Appendix B-2**)
- Section II. General Information
- Section III. Respondent's Financial Information
- Section IV. Concession Agreement for Construction and Management of Outdoor Advertising Proposal Sheet (**Appendix B-1**)
- Section V. All Other Appendix B Proposal Forms (**Appendices B-3 through B-15**)
- Section VI. Other Submission Requirements
- Section VII. Supplemental Information

### **Section 3.9 Respondent Information/Cover Letter**

Section I of the Proposal shall contain Respondent's Information/Cover Letter Form on the Respondent's official letterhead (in form and content exactly as set forth in **Appendix B-2**) and shall be signed by the Respondent's authorized representative who is empowered to sign the Proposal and to commit the Respondent to the obligations contained in the RFP.

### **Section 3.10 General Information/Submittal Requirements**

Section II of the Proposal shall contain the following information in the following order:

- A. Proposals must include the legal name of the Respondent and a statement identifying Respondent as a sole proprietor, joint venture, partnership, special purpose entity, corporation or other legal entity, as appropriate.
- B. The Proposal shall be executed by the person(s) legally authorized to bind the Respondent, and accompanied by a resolution or other appropriate evidence of its/their authority to bind the Respondent. A Proposal by a corporation shall provide the state of incorporation and evidence of Respondent's qualification to do business in New Jersey in form of a Business Registration Certificate as discussed in Section 4.12, below.

### **Section 3.11 Respondent's Financial Qualifications**

In Section III Respondent shall provide complete financial statements, including the following financial statements for the current fiscal year-to-date and the prior fiscal year: (i) balance sheet detailing cash and cash equivalents, current assets, current liabilities, stockholder equity, (ii) statement of operations detailing pre-tax earnings, and (iii) statement of cash flows. The Respondent shall also submit any other information that the Respondent believes to be relevant to demonstrate its financial strength. In the case of a subsidiary or affiliate, statements must provide information with respect to the operating entity.

### **Section 3.12 Required Disclosure**

Respondent must disclose whether any of its officers, directors, shareholders, partners or members are employees or officials of the Township or members of the Township Council.

### **Section 3.13 Proposal Forms**

A. The following forms shall be completed and executed, where appropriate, and submitted with Respondent's Proposal:

1.	Appendix B-1	Qualified Management and Maintenance Contract Proposal Sheet
2.	Appendix B-2	Respondent Information / Cover Letter Form



3.	Appendix B-3	Consent of Surety Form
4.	Appendix B-4	Form of Performance Bond
5.	Appendix B-5	Agreement for Proposal Security In Lieu of Proposal Bond*
6.	Appendix B-6	Form of Proposal Bond*
7.	Appendix B-7	Ownership Disclosure Statement
8.	Appendix B-8	Non-Collusion Affidavit
9.	Appendix B-9	Consent to Investigation
10.	Appendix B-10	Statement of Respondent's Qualifications
11.	Appendix B-11	Acknowledgment of Receipt of Addenda
12.	Appendix B-12	Affirmative Action Compliance Notice/EEO Mandatory Language
13.	Appendix B-13	Disclosure of Investment Activities in Iran
14.	Appendix B-14	Township's Political Contribution Disclosure Statement
15.	Appendix B-15	Proposal Checklist

\* Submit either Form B-5 or Form B-6.

B. Respondents are advised that any **material** exceptions to **Appendix A1**, and/or to **Appendices B-1 through B-15** of the Proposal Forms shall result in Respondent's Proposal being rejected as non-responsive. If a Respondent proposes to take any exceptions to **Appendix A-1**, the Respondent is **STRONGLY** encouraged to submit such exceptions to the Township for consideration during the Question and Answer period. Nonetheless, a Respondent proposing exceptions to any of the documents contained in this RFP shall provide a detailed description of the proposed exception together with a justification for such revisions. Any exceptions shall be described on a separate sheet and shall reference the specific document and section, paragraph and/or sentence to which an exception is made. The Township reserves the right, in its sole discretion, to determine whether such exceptions are material or non-material, consistent with law. If deemed non-material, the Township reserves the right, in its sole discretion, to determine whether such non-material revisions are acceptable to the Township.

**Section 3.14 Other Submission Requirements**

Section VII of Respondent's Proposal shall contain the following:

- A. Business Registration Certificate (*RFP Section 4.12*)

**Section 3.15 Supplemental Information to Be Provided at Respondent's Option**

A. Each Respondent shall include in Section VII of its Proposal any other information that it deems relevant or useful for the Township to consider in evaluating Respondent's Proposal. Respondents should include any information or suggestions that the Respondent deems relevant to its Proposal.

**TOWNSHIP OF WEST ORANGE**  
**REQUEST FOR PROPOSALS**  
**CONCESSION AGREEMENT FOR**  
**CONSTRUCTION AND MANAGEMENT OF OUTDOOR ADVERTISING**

**ARTICLE IV**

**GENERAL MATTERS**

**Section 4.1 Time for Award**

Respondents should note that any award under this RFP shall be made by Resolution within sixty (60) days of receipt of Proposals, unless extended, at the request of the Township and consented to by the Respondent(s). Please be advised that Respondent(s) shall not submit Proposals that are contingent upon any condition, event, or occurrence.

**Section 4.2 Proposal Security**

Each Respondent shall submit with its Proposal a certified check, cashier's check or Proposal Bond in the amount of \$20,000, payable unconditionally to the Township. The Proposal shall be substantially similar in form to **Appendix B-6**. The Proposal Bond shall be accompanied by a Power of Attorney for the full amount of the Proposal Bond from a surety company authorized to do business in the State of New Jersey. The check or bond of the Successful Respondent shall be retained until all required documents are executed and the required Performance Bond is submitted to the Township.

All proposal security will be returned in accordance with law. No interest shall be allowed upon any certified or cashier's check.

**Section 4.3 Consent of Surety**

Each Respondent shall submit with its Proposal a Consent of Surety, substantially similar in form to **Appendix B-3**, including a Power of Attorney as necessary, executed by a surety company or companies qualified to do business in New Jersey, who shall, at the time of submission of the Proposal, agree that in the event of an award to such Respondent, the surety shall furnish a Performance Bond in the amount of \$1,000,000.

**Section 4.4 Performance Bond**

The Successful Respondent shall give Performance Bond, substantially similar in form to **Appendix B-4**, in the amount of \$1,000,000 from a surety company or companies qualified to do business in New Jersey, for the faithful performance of the obligations under the Contract; said bond to be for the term of the Concession Agreement for the Services.

## Section 4.5 Insurance Requirements

(A) The Successful Respondent will be required to obtain and maintain in force at all times during the term of the Concession Agreement as a direct cost of operation, insurance coverage as directed by the Township. Such coverage shall be provided on a primary and noncontributory basis and will be obtained from an insurance company authorized and licensed to do business in the State of New Jersey and rated not less than A-VIII by the most current Best's Manual. Furthermore, said insurance company or companies must be approved by the Township.

The specifications outlined are standard industry Insurance Services Office (ISO) forms that are used by most insurers. In the event a carrier utilizes a proprietary policy form, the agent or broker must provide a statement that the policy provides a scope of coverage at least as broad as the requested ISO form.

Such coverage shall include, at a minimum, the following:

### **Worker's Compensation & Employers Liability:**

Worker's Compensation as required by statute.

Employers Liability with limits of:                   \$1,000,000 Each Accident  
  \$1,000,000 Disease - Policy Limit  
  \$1,000,000 - Each Employee

### **Commercial General Liability**

Occurrence Form - Insurance Services Offices - (ISO) Form CG0001 (Ed. 04/13; 12/07; 12/04)

Limits:                   \$2,000,000 Each Occurrence  
                                  \$1,000,000 Personal & Advertising Injury Limit  
                                  \$5,000,000 General Aggregate  
                                  \$2,000,000 Products-Completed Operations Aggregate

The following endorsements are to be included in the CGL:

- Designated Project(s) - General Aggregate Limit (Form CG2503)
- Additional Insured-Owners, Lessees or Contractors -(ISO) Form CG2010 (Ed 04/13) or Additional Insured - Designated Person or Organization (ISO) Form CG2026 (Ed 04/13)
- Owner: Township of West Orange and its officers, directors and employees.
- Primary and Noncontributory - Other Insurance Condition (CG20 01 04 13)
- Limited Contractual Liability coverage for Personal and Advertising Injury (CG2274 Ed 10/01): Designated Contract or Agreement: All work performed for or on behalf of : Township of West Orange and their officers, directors and employees
- Waiver of Transfer of Rights of Recovery Against Others To Us (CG2404 Ed 05/09) - Applies to: Township of West Orange and its officers, directors and employees

- Earlier Notice of Cancellation Provided by Us (CG0224) - Number of Days' Notice: 30 Days except 10 days for non-payment of premium **-Endorsement specifically applying to:** Township of West Orange and its officers, directors and employees

Regarding Commercial General Liability Form CG0001, the coverage cannot contain any of the following endorsements that restrict or amend:

- Coverage A. exclusion b (Contractual exclusion) - An amendment to the definition of "Insured Contract" is not acceptable.
- Coverage A. exclusion e. (Employer's Liability) - An amendment to the definition of "employee" is not acceptable.
- Coverage A. exclusion f (Pollution exclusion) - An amendment to the exclusion is not acceptable. (An exception will be made if there is a separate Contractor's Pollution-Professional Liability policy).
- Coverage A. exclusion I. (Damage to Your Work) - An amendment to the exclusion relating to work performed by independent contractors is not acceptable.
- Condition 7 - Separation of Insureds - An "insured versus insured" exclusion or Cross Liability Exclusion are not acceptable. (An endorsement that excludes "Named Insured versus Named Insured" is acceptable).

The following types of endorsements are not acceptable:

- An endorsement(s) excluding operations relating to Explosion, Collapse, Underground activities (X,C,U) are not acceptable;
- An endorsement that restricts coverage based upon a subcontractor's insufficient insurance limits or failure to obtain Certificates of Insurance;

**Business Automobile Policy**

Insurance Service Form (ISO) — Form CA 0001 Edition 03 06  
 Liability Limit: \$1,000,000 - Symbol 1 “Any Auto”

**Employment Practices Liability Insurance Policy**

Limits: \$1,000,000 Each Occurrence  
 \$1,000,000 General Aggregate

**Umbrella/Excess Liability**

Limits: \$10,000,000 Per Occurrence  
 \$10,000,000 Aggregate

Coverage maybe an umbrella form or "follow form excess" but in no event shall coverage be more restrictive than underlying insurance for: Commercial General Liability; Business Automobile Liability; Employer's Liability

(B) Evidence of such coverage being in place will be delivered to the Township no later than ten (10) days from the date of award of the Contract. Prior to the expiration of the required coverage, the Successful Respondent will provide the Township with evidence of the renewal of

all coverage required on at least the same terms and conditions as originally required for any Contract. All contractors working for the Successful Respondent will also be required to maintain all insurance coverages listed above.

#### **Section 4.6 Indemnification**

The Successful Respondent shall defend, indemnify, and save harmless the Township, and their respective chairpersons, members, elected officials, officers, directors, employees, agents and attorneys, from and against all claims, suits, judgments, expense, fines, penalties assessments and costs of every kind and description, by reason of injury to persons or damage to property, resulting or alleged to result from any act or omission of the Successful Respondent including, but not limited to, expenses or claims related to environmental contamination, investigation, injury, remediation, remediation cost assessment, request for contribution or natural resource damage claims.

#### **Section 4.7 Reserved**

#### **Section 4.8 Successful Respondent's and/or Subcontractor's Employees**

The Successful Respondent shall remove or replace any employee, subcontractor or its employees at the Township's request, in the Township's sole discretion.

#### **Section 4.9 Affirmative Action/EEO Compliance Notice**

The Successful Respondent shall comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27-1 et. seq. (Affirmative Action/Equal Employment Opportunity), as set forth in **Appendix B-12**.

#### **Section 4.10 Prevailing Wage**

To the extent applicable under N.J.S.A. 34:11-56.25 et. seq., all persons performing any work pursuant to the Concession Agreement are to be paid the prevailing wage rates as determined by the Department of Labor of the State of New Jersey. Nothing shall prohibit the Successful Respondent from paying more than the prevailing wage rates for work performed in connection with the Concession Agreement.

#### **Section 4.11 Reserved**

#### **Section 4.12 Business Registration Certificate**

N.J.S.A. 52:32-44 requires that the Township must receive proof of the Respondent's business registration prior to the award of any contract. However, the proof must show that the Respondent was in fact registered with the State of New Jersey Department of the Treasury, Division of Revenue and obtained the business registration prior to the receipt of proposals.

If subcontractors are named on the Proposal, proof of the business registration for each must be provided prior to the award of a contract. Similarly to the Respondent, the proof must show that each subcontractor was registered with the State of New Jersey Department of the Treasury, Division of Revenue and obtained the business registration prior to the receipt of proposals.

Proof of business registration shall be:

- A copy of a Business Registration Certificate issued by the Department of Treasury, Division of Revenue; or
- A copy of the web printed version provided by the NJ Division of Revenue

BRCs are available from the State of New Jersey Department of Treasury, Division of Revenue. BRCs can be obtained, in approximately one week's time, by following the on-line procedures at [www.nj.gov/treasury/revenue/taxreg.htm](http://www.nj.gov/treasury/revenue/taxreg.htm).

#### **Section 4.13 Political Contributions**

Respondents are advised that, pursuant to N.J.S.A. 44A:20.27, all business entities who have received contracts valued in excess of \$50,000 from public entities in any calendar year must file an annual disclosure statement of political contributions with the New Jersey Election Law Enforcement Commission (ELEC). Respondents are responsible for determining if filing is necessary. Additional information on this requirement is available from ELEC at 888-313-3532 or at [www.elec.state.nj.us](http://www.elec.state.nj.us). In addition, pursuant to Section 2-68.1 of the Revised General Ordinances of the Township of West Orange respondents shall disclose all political contributions of two hundred dollars (\$200) or more made within the preceding five (5) years to any elected officials of the Township of West Orange currently in office or any political organization affiliated with an elected official of the Township currently in office as set forth in **Appendix B-14**.

#### **Section 4.14 Reserved**

#### **Section 4.15 Reserved**

#### **Section 4.16 Compliance with All Applicable Laws**

The Successful Respondent shall comply with any and all Applicable Law. The Successful Respondent shall pay all regulatory fines and penalties, without limitation, assessed against the Township, or the Successful Respondent for the Successful Respondent's non-compliance, and any reasonable attorneys' and consultants' fees incurred by the Township and and/or the Township. The Successful Respondent shall comply with and shall satisfy, and shall pay all costs or fees associated with all regulatory requirements pertaining to the above.

#### **Section 4.17 Permits and Approvals**

The Successful Respondent shall be obligated to obtain, at its sole cost and expense, all permits and approvals required to perform the Services under the Concession Agreement.

#### **Section 4.18 No Tax Advice Offered**

**BY ACCEPTING THIS RFP, AND WITHOUT ANY FURTHER ACT, RESPONDENTS ARE DEEMED TO HAVE AUTOMATICALLY ACCEPTED THE FOLLOWING, REGARDLESS OF WHETHER OR NOT THEY SUBMIT A PROPOSAL: IT SHALL BE EXPRESSLY UNDERSTOOD BY ALL POTENTIAL AND ACTUAL RESPONDENTS, INCLUDING THE SUCCESSFUL RESPONDENT, THAT SUCH RESPONDENTS SHOULD CONSULT WITH, AND RELY UPON, THEIR OWN TAX ADVISORS IN CONNECTION WITH ALL FEDERAL AND STATE TAX MATTERS IN THIS RFP, INCLUDING THE INTERPRETATION OF ANY CONTRACT DOCUMENTS, AND THAT NONE OF THE TOWNSHIP, NOR ITS ADVISORS, ARE RENDERING ANY ADVICE OR OPINION IN CONNECTION WITH SUCH TAX MATTERS.**

#### **Section 4.19 Sales Tax**

The Success Respondent shall be responsible for all tax obligations arising from the performance under the Concession Agreement, including, but not limited to any and all obligations for the payment of sale taxes.

#### **Section 4.20 Records Retention**

Pursuant to N.J.A.C. §17:44-2.2, the Successful Respondent shall maintain all documentation related to products, transactions or Services under the Concession Agreement for a period of five (5) years from the date of final payment. Such records shall be made available to the New Jersey Office of the State Comptroller upon request.

**TOWNSHIP OF WEST ORANGE**  
**REQUEST FOR PROPOSALS**  
**CONCESSION AGREEMENT FOR**  
**CONSTRUCTION AND MANAGEMENT OF OUTDOOR ADVERTISING**

**ARTICLE V**

**EVALUATION AND SELECTION PROCESS**

**Section 5.1 General**

The Township, together with its evaluation team, shall review Proposals in accordance with the Evaluation Criteria set forth in this Article V. The objective of the Township in seeking Proposals in response to this RFP is to enable it to recommend a Successful Respondent to the Township that will satisfy the terms and conditions of the Contract in the most complete, dependable and cost effective manner. Each Proposal will be evaluated in terms of the reasonableness of the costs proposed, claims and/or commitments made, the completeness of the data provided, the reliability of the approach taken, the ability of the Respondent to perform, and conformance with the requirements of this RFP. Respondent shall be required to demonstrate the qualifications required in **Appendix B-10**, Statement of Respondent's Qualifications, by providing complete information requested therein.

**Section 5.2 Interviews**

The Township may, in its sole discretion, conduct one or more interviews with qualified Respondents prior to any award to a Successful Respondent for clarification of any response to this RFP made in connection with the Concession Agreement. Interviews shall not be a forum to engage in negotiation. By submission of a Proposal and without any further action, each Respondent acknowledges and agrees that it has accepted both the Services required under the terms and conditions of the Concession Agreement and the material terms of the RFP, including all required documents and relevant Appendices. Interviews, if required by the Township, are mandatory. Failure to comply with an interview request shall disqualify a Respondent from consideration under this RFP.

**Section 5.3 Evaluation Criteria**

The following criteria shall be applied in determining the Successful Respondent with the weighted scores reflected therein.

- A. Technical Criteria (25% of Scoring)
  - i. Proposed Methodology:



1. Does the Respondent's proposal demonstrate a clear understanding of the scope of work and related objectives?
2. Is the Respondent's proposal complete and responsive to the specific RFP requirements?
3. Has the past performance of the Respondent's proposed methodology been documented?
4. Does the Respondent's proposal use innovative technology and techniques?

B. Management Criteria (45% of Scoring)

i. Project management:

1. How well does the proposed implementation plan and scheduling timeline meet the Township's needs?
2. How well does the project management plan meet the Township's needs?
3. Does the Respondent provide innovative or interesting ideas for generating advertising revenue in performing the Concession Agreement?

ii. History and experience in performing the work:

1. Does the Respondent have the requisite experience?
2. Does the Respondent document a record of reliability of timely delivery and on-time and on-budget implementation?
3. Does the Respondent demonstrate a track record of service as evidenced by on-time, on-budget, and contract compliance performance?
4. Does the Respondent document industry or program experience?
5. Does the Respondent have a record of moral integrity?

iii. Availability of personnel, facilities, equipment and other resources:

1. To what extent does the Respondent rely on in-house resources vs. contracted resources?
2. Are the availability of in-house and contract resources documented?

- iv. Qualification and experience of personnel:
  - 1. Documentation of experience in performing similar work by employees and when appropriate, sub-contractors?
  - 2. The qualifications of the Respondent's management, supervisory and other key staff to be assigned to the management of outdoor advertising during management and operation, with emphasis upon documented experience in successfully completing undertakings of a similar size and scope to those required by this RFP?
  - 3. Does the Respondent make use of business capabilities or initiatives that involve women, the disadvantaged, small and/or minority owned business establishments?
  - 4. Does the Respondent demonstrate cultural sensitivity in hiring and training staff?

C. Cost/Revenue Criteria (30% of Scoring)

- i. Cost of goods to be provided or services to be performed:
  - 1. Relative cost: How does the projected budget of revenues and expenses submitted by the Respondent compare to other similarly scored proposals?
  - 2. Does the projected budget of revenues and expenses accurately or realistically project the revenues and expenses from and for the outdoor advertisement?
  - 5. Does the Respondent's proposal accept the full risk in performing under the Concession Agreement?
- ii. Assurances of performance:
  - 1. If required, are suitable bonds, warranties, or guarantees provided?
  - 2. Does the proposal include quality control and assurance programs?
- iii. Vendor's financial stability and strength:
  - 1. Does the Respondent have sufficient financial resources to meet its obligations?
  - 2. Does the Respondent have the financial strength to perform under the Concession Agreement?

3. Has the Respondent ever defaults on its financial obligations

**Section 5.4 Minimum Financial Qualifications**

A. The Respondent who is to provide Services under the Concession Agreement must satisfy the satisfy the following Minimum Financial Criteria, as demonstrated by independent accountant prepared financial statements:

- (1) The Respondent shall have a net worth for the three (3) most recent fiscal years of at least One Million (\$1,000,000.00) Dollars.
- (2) The Respondent shall demonstrate, to the reasonable satisfaction of the Township, positive operating results for two (2) of the three (3) most recent fiscal years.
- (3) The Respondent shall have a "coverage ratio" (calculated by dividing interest paid into net income before income taxes and before interest paid) for two (2) of the three (3) most recent fiscal years of at least 1.5 to 1.0.
- (4) The Respondent shall have a "current ratio" (i.e. Current Assets divided by Current Liabilities) for two (2) of the three (3) most recent fiscal years of at least 1.0 to 1.0.
- (5) The Respondent shall have cash and/or cash equivalents of at least Two Hundred Fifty Thousand (\$250,000.00) Dollars as of the date of its most recent independent accountant prepared financial statement. "Cash Equivalent" can include an unencumbered line of credit that the Respondent can access during the term of the Agreement. If a Respondent satisfies this minimum financial criteria using a line of credit, the Respondent must submit evidence of the current existence of such line of credit, together with a letter from an authorized representative of the bank providing such line of credit (which bank shall have a credit rating for its long-term debt of at least "A," or the equivalent thereof, from a nationally recognized credit rating, or, alternatively, from a bank with at least \$100 million in deposits, verifying the encumbered and unencumbered amounts thereof and the ability of the Respondent to access such line of credit for use in providing the Services).

B. In addition, the Respondent shall not have had any material adverse changes in its financial position since the end of its most recent Fiscal Year.

C. In the event that the Respondent has been organized and operating for less than three (3) years, such Respondent must satisfy the above minimum qualifications for the period of time it has been organized and operating, which must be at least a minimum period of one (1) year.

D. Respondent must also be current as to all local, state and federal taxes or provide documentation that it is subject to a bona fide dispute which, if determined adversely against the Respondent, the dispute will not materially affect the Respondent's ability to perform the Contract.

### **Section 5.5 Basis for Award**

After completion of the review of Proposals and any clarifications consistent with the RFP, and after any interviews, the Township will utilize an evaluation committee which shall review, evaluate and score the Proposals in accordance with the Evaluation Criteria in Section 5.3, the Minimum Financial Qualifications in Section 5.4, and prepare an evaluation report recommending an award to the Successful Respondent, if any. The report shall be made available to the public forty-eight (48) hours prior to the Township's acceptance of the report and recommendation of an award of a contract to the Township. Award of the Concession Agreement, if any, shall be made by resolution at the public meeting set forth in the Proposed Procurement Schedule.

# Attachment “A”

## Proposed Billboard Locations:

1. Certain Property within the Executive Drive redevelopment area;





2. The Valley Firehouse;





**ATTACHMENT "B"  
IMAGES OF JITNEYS**



## ATTACHMENT “C”

### BUS SHELTERS POTENTIAL LOCATIONS FOR ADVERTISING

BUS ROUTE	STREET	STREET NUMBER	DIRECTION	LOCATION	EXISTING SHELTER	EXISTING SHELTER WITH ADVERTISING
21 NJT	MAIN ST.	59	NORTHBOUND	600 FEET NORTH OF ORANGE BOUNDARY MID BLOCK	YES	YES
21 NJT	MAIN ST.	122	SOUTHBOUND	AT PARK WAY NEAR SIDE	YES	NO
21 NJT	MAIN ST.	60	SOUTHBOUND	AT LINDSLEY AVE. NEAR SIDE	YES	YES
73 NJT 77 CUSA	NORTHFIELD AVE.	23	WESTBOUND	AT WHEELER ST. FAR SIDE	NO	NO
73 NJT 77 CUSA	NORTHFIELD AVE.	99	WESTBOUND	AT HUTTON AVE. FAR SIDE	NO	NO
73 NJT 77 CUSA	NORTHFIELD AVE.	125	WESTBOUND	OPPOSITE SHP DRIVEWAY FAR SIDE	NO	NO
73 NJT 77 CUSA	NORTHFIELD AVE.	333	WESTBOUND	PROSPECT AVE. FAR SIDE	NO	NO
73 NJT 77 CUSA	NORTHFIELD AVE.	405	WESTBOUND	RIDGEWAY AVE. FAR SIDE	NO	NO
73 NJT 77 CUSA	NORTHFIELD AVE.	417	WESTBOUND	WESTVIEW RD. FAR SIDE	NO	NO
73 NJT 77 CUSA	NORTHFIELD AVE.	471	WESTBOUND	WALKER RD. FAR SIDE	NO	NO
73 NJT 77 CUSA	NORTHFIELD AVE.	491	WESTBOUND	ROCK SPRING AVE. FAR SIDE	NO	NO
73 NJT 77 CUSA	NORTHFIELD AVE.	525	WESTBOUND	SHERIDAN AVE. NEAR SIDE	NO	NO
73 NJT 77 CUSA	NORTHFIELD AVE.	595	WESTBOUND	WARNICK LN. NEAR SIDE	NO	NO
73 NJT 77 CUSA	NORTHFIELD AVE.	747	WESTBOUND	VIZCAYA BLVD. FAR SIDE	NO	NO
73 NJT 77 CUSA	NORTHFIELD AVE.	787	WESTBOUND	DOGWOOD RD. FAR SIDE	NO	NO
73 NJT 77 CUSA	NORTHFIELD AVE.	792	EASTBOUND	DOGWOOD RD. NEAR SIDE	YES	YES
73 NJT 77 CUSA	NORTHFIELD AVE.	760	EASTBOUND	BETWEEN DOGWOOD RD. & ASPEN RD. MID BLOCK	YES	NO
73 NJT 77 CUSA	NORTHFIELD AVE.	728	EASTBOUND	ASPEN RD. FAR SIDE	YES	YES
73 NJT 77 CUSA	NORTHFIELD AVE.	592	EASTBOUND	WARWICK LN. FAR SIDE	YES	YES
73 NJT 77 CUSA	NORTHFIELD AVE.	Opposite 555	EASTBOUND	ST. CLOUD AVE FAR SIDE	NO	NO
73 NJT 77 CUSA	NORTHFIELD AVE.	Opposite 525	EASTBOUND	SHERIDAN AVE. FAR SIDE	YES	YES
73 NJT 77 CUSA	NORTHFIELD AVE.	Opposite 481	EASTBOUND	ROCK SPRING AVE. FAR SIDE	YES	YES
73 NJT 77 CUSA	NORTHFIELD AVE.	Opposite 471	EASTBOUND	WALKER RD. FAR SIDE	NO	NO
73 NJT 77 CUSA	NORTHFIELD AVE.	Opposite 391	EASTBOUND	RIDGEWAY AVE. FAR SIDE	YES	YES



73 NJT 77 CUSA	NORTHFIELD AVE.	322	EASTBOUND	PROSPECT AVE. NEAR SIDE	YES	YES
73 NJT 77 CUSA	NORTHFIELD AVE.	120	EASTBOUND	SHP DRIVEWAY NEAR SIDE	NO	NO
73 NJT 77 CUSA	NORTHFIELD AVE.	100	EASTBOUND	HUTTON AVE. NEAR SIDE	NO	NO
73 NJT 77 CUSA	NORTHFIELD AVE.	18	EASTBOUND	WHEELER ST. FAR SIDE	NO	NO
71 NJT	MT. PLEASANT AVE.	Opposite 673	EASTBOUND	CRESTMONT RD. FAR SIDE	NO	NO
71 NJT	MT. PLEASANT AVE.	Opposite 643	EASTBOUND	MERKLIN AVE. FAR SIDE	NO	NO
71 NJT	MT. PLEASANT AVE.	614	EASTBOUND	ELLISON AVE. FAR SIDE	NO	NO
71 NJT	MT. PLEASANT AVE.	590	EASTBOUND	SUMMIT ST. NEAR SIDE	YES	YES
71 NJT	MT. PLEASANT AVE.	587	WESTBOUND	SUMMIT ST. FAR SIDE	NO	NO
71 NJT	PLEASANT VALLEY WAY	972	NORTHBOUND	MT. PLEASANT AVE. FAR SIDE	NO	NO
71 NJT	PLEASANT VALLEY WAY	Opposite 785	NORTHBOUND	BELLE TERRE RD. FAR SIDE	NO	NO
71 NJT	PLEASANT VALLEY WAY	Opposite 703	NORTHBOUND	HOOPER AVENUE NEAR SIDE	YES	NO
71 NJT	PLEASANT VALLEY WAY	Opposite 611	NORTHBOUND	ALISA DR. FAR SIDE	NO	NO
71 NJT	PLEASANT VALLEY WAY	554	NORTHBOUND	STANFORD AVE FAR SIDE	YES	YES
71 NJT	PLEASANT VALLEY WAY	512	NORTHBOUND	GREENWOOD AVE. NEAR SIDE	NO	NO
71 NJT	PLEASANT VALLEY WAY	471	SOUTHBOUND	EAGLE ROCK AVE. FAR SIDE	YES	NO
71 NJT	PLEASANT VALLEY WAY	785	SOUTHBOUND	BELLE TERRE RD. NEAR SIDE	YES	YES
71 NJT	PLEASANT VALLEY WAY	963	SOUTHBOUND	MT. PLEASANT PL. FAR SIDE	NO	NO
71 NJT	EAGLE ROCK AVE.					
71 NJT	EAGLE ROCK AVE.	646	EASTBOUND	BEASLEY ST. NEAR SIDE	YES	NO
71 NJT	EAGLE ROCK AVE.	590	EASTBOUND	CONFORTI AVE. FAR SIDE	YES	NO
71 NJT	EAGLE ROCK AVE.	456	EASTBOUND	WOODHULL AVE. NEAR SIDE	YES	YES
71 NJT	EAGLE ROCK AVE.	451	WESTBOUND	WOODHULL AVE. FAR SIDE	YES	YES
71 NJT	EAGLE ROCK AVE.	595	WESTBOUND	CONFORTI AVE. FAR SIDE	NO	NO
71 NJT	EAGLE ROCK AVE.	640	WESTBOUND	BEASLEY ST. NEAR SIDE	NO	NO
71 NJT	PROSPECT AVE.	265	SOUTHBOUND	EAGLE ROCK AVE. FAR SIDE	NO	NO
71 NJT	PROSPECT AVE.	495	SOUTHBOUND	GUERINO DR. FAR SIDE	YES	YES
71 NJT	PROSPECT AVE	456	NORTHBOUND	GUERINO DR. NEAR SIDE	YES	YES
71 NJT	MT. PLEASANT AVE.	282	EASTBOUND	RIDGE RD. NEAR SIDE	YES	YES
71 NJT	MT. PLEASANT AVE.	200	EASTBOUND	BYRNE RD. FAR SIDE	YES	YES

71 NJT	MT. PLEASANT AVE.	46	EASTBOUND	GASTON ST. FAR SIDE	NO	NO
71 NJT	MT. PLEASANT AVE.	43	WESTBOUND	GASTON ST. NEAR SIDE	NO	NO
71 NJT	MT. PLEASANT AVE.	107	WESTBOUND	BROOKSIDE RD. NEAR SIDE	NO	NO
71 NJT	MT. PLEASANT AVE.	271	WESTBOUND	RIDGE RD. FAR SIDE	NO	NO

**NOTES:**      **Main Street – north of Llewellyn Park and Park Avenue sidewalk area only seven feet wide. Shelters located in non single family residential zone / area except Northfield Ave at Prospect Ave, Aspen Road, Dogwood Road; Pleasant Valley Way at Hooper Avenue. All Potential Shelter Locations with advertising are located at currently ordinance Bus Stops**

**APPENDIX A**

**CONTRACT AND AUTHORIZING DOCUMENTS**

Appendix A-1	Concession Agreement for Construction and Management of Outdoor Advertising
Appendix A-2	Authorizing Resolution

## APPENDIX A-1

### Concession Agreement for Construction and Management of Outdoor Advertising

THIS CONCESSION AGREEMENT (“Agreement”) is made and entered into this \_\_\_th day of August 2021, to be effective as of this \_\_\_th day of December, 2021 (the “Effective Date”), by and between the Township of West Orange (the “Township”) and [SUCCESSFUL RESPONDENT], with its offices located at [SUCCESSFUL RESPONDENT’S ADDRESS] (“the Contractor”) (collectively the “Parties”).

**WHEREAS**, pursuant to N.J.S.A. 40A:11-4.1, et. seq. of the Local Public Contracts Law (the “LPCL”), the Township advertised and published a Request for Proposal, annexed hereto as Exhibit “A” (the “RFP”) containing the proposed terms and conditions for a vendor to provisions services for the construction and management of outdoor advertising ; and

**WHEREAS**, on November 23, 2021, the Township received proposals in response to the RFP, including the proposal from the Contractor, annexed hereto as Exhibit “B” (the “Proposal”); and

**WHEREAS**, the Township formed an evaluation committee (the “Committee”) to review and score the proposals; and

**WHEREAS**, the Committee recommends award of this Contract to the Contractor.

**NOW THEREFORE**, for valuable consideration, including the promises, covenants, representations and warranties hereinafter set forth, the receipt and adequacy of which are hereby acknowledged, the parties, intending to be legally and equitably bound, agree as follows:

1. Terms and Conditions of the RFP – The Parties agree that the construction and management of outdoor advertising shall be performed by the Contractor pursuant to the terms and conditions set forth in the RFP, annexed hereto as Exhibit “A.” The parties agree that the terms and conditions set forth in the RFP are incorporated by reference into this Agreement as if it was stated in full herein.

2. Terms and Conditions of the Proposal – The Parties agree that that the terms and conditions which are not expressly required in the RFP, but provide for proposals from Respondents as stated in the RFP, shall be governed by the Contractor’s Proposal, annexed hereto as Exhibit “B.” The parties agree that the terms and conditions set forth in the Proposal are incorporated by reference into this Agreement as if it were stated in full herein.

3. Conflicts between RFP and the Proposal – The Parties acknowledge and agree that in the event that a particular term or condition of the RFP conflicts with a term or condition set forth in the Contractor’s Proposal, the term or condition of the RFP shall govern over the term or condition of the Proposal.

4. Exceptions – Notwithstanding paragraphs 1 through 3 of this Agreement, the parties agree that the following exceptions included in the Contractor’s Proposal shall govern, as specifically submitted separated as instructed in Section 3.13B. of the RFP:

\_\_\_\_\_
\_\_\_\_\_
\_\_\_\_\_
\_\_\_\_\_
\_\_\_\_\_
\_\_\_\_\_
\_\_\_\_\_
\_\_\_\_\_
\_\_\_\_\_
\_\_\_\_\_
\_\_\_\_\_

**IN WITNESS WHEREOF**, the parties hereto have hereunto set their hands and seals the day and year first above written.

ATTEST:

TOWNSHIP OF WEST ORANGE

\_\_\_\_\_  
Karen Carnevale, Municipal Clerk

By: \_\_\_\_\_  
Robert D. Parisi, Mayor

WITNESS:

[SUCCESSFUL RESPONDENT].

\_\_\_\_\_

By: \_\_\_\_\_

## APPENDIX A-2

### Authorizing Resolution

128-21  
June 22, 2021

#### RESOLUTION

**WHEREAS**, the Township of West Orange (the “Township”) owns, controls or will own property to be identified (the “Township Properties”); and

**WHEREAS**, the Township also operates a jitney bus system for Township seniors which includes a number of jitney buses and bus shelters located throughout the Township (the “Jitney Facilities”); and

**WHEREAS**, the Township is interested in awarding a contract (“Signage Agreement”) for the use of public space for advertising on signage, including billboards at the Township Properties and on the Jitney Facilities; and

**WHEREAS**, the Township seeks to utilize Competitive Contracting in lieu of public bidding (“Competitive Contracting”) whereby the Township can award the contract for the use of public space for advertising on signage, including billboards at the Township Properties and on the Jitney Facilities utilizing criteria including price and other factors in lieu of public bidding; and

**WHEREAS**, Competitive Contracting involves a procedure wherein proposals are evaluated and ranked in a methodology by scoring of categories in technical, management and cost related criteria; and

**WHEREAS**, pursuant to N.J.S.A. 40A:11-4.1(j) of the Local Public Contracts Law a municipality can utilize Competitive Contracting for the award of a contract for “concessions;” and

**WHEREAS**, the definition of “concessions” includes the “[u]se of public space or facilities (such as scoreboards, bus shelter or facility advertising) for advertising in exchange for

fees or services, or discounts on services” as set forth in the regulations promulgated by the Department of Community Affairs, see N.J.A.C. 5:34-9.4(b)(3); and

**WHEREAS**, pursuant to N.J.S.A. 40A:11-4.3 a resolution of the governing body is required to authorize the use of competitive contracting each time specialized goods or services are desired to be contracted.

**NOW THEREFORE BE IT RESOLVED BY THE TOWNSHIP COUNCIL OF THE TOWNSHIP OF WEST ORANGE** that the Township is authorized to initiate the competitive contracting process for the award of a Signage Agreement consistent with the requirements of N.J.S.A. 40A:11-4.4 of the Local Public Contracts Law.

  
Karen J. Carnevale, R.M.C.  
Municipal Clerk

  
Cindy Matute-Brown  
Council President

**Adopted: June 22, 2021**

**APPENDIX B**  
**PROPOSAL FORMS**

Appendix B-1	Concession Agreement for Construction and Management of Outdoor Advertising Proposal Sheet
Appendix B-2	Respondent Information/Cover Letter
Appendix B-3	Form of Consent of Surety for Performance Bond
Appendix B-4	Form of Performance Bond
Appendix B-5	Agreement for Proposal Security in Lieu of Proposal Bond
Appendix B-6	Form of Proposal Bond
Appendix B-7	Ownership Disclosure Statement
Appendix B-8	Non-Collusion Affidavit
Appendix B-9	Consent to Investigation
Appendix B-10	Statement of Respondent's Qualifications
Appendix B-11	Acknowledgement of Receipt of Addenda
Appendix B-12	Affirmative Action Compliance/Mandatory EEO Language
Appendix B-13	Disclosure of Investment Activities in Iran
Appendix B-14	Township's Political Contribution Disclosure Statement
Appendix B-15	Proposal Checklist



**APPENDIX B-1**

**CONCESSION AGREEMENT FOR  
CONSTRUCTION AND MANAGEMENT OF OUTDOOR ADVERTISING**

**TO: TOWNSHIP OF WEST ORANGE**

**RE: REQUEST FOR PROPOSALS FOR CONCESSION AGREEMENT FOR  
CONSTRUCTION AND MANAGEMENT OF OUTDOOR ADVERTISING**

**NAME OF RESPONDENT:** \_\_\_\_\_

The undersigned, authorized to bind the above-named Respondent, hereby acknowledges Respondent's understanding and acceptance of the terms, conditions and requirements included in the RFP and all Appendices, including this **Appendix B-1**, and any addenda thereto, and proposes the following in accordance therewith:

**1. General: Concession Agreement for Construction and Management of Outdoor Advertising:** The Successful Respondent will be required to enter into a five (5) year Concession Agreement for Construction and Management of Outdoor Advertising with the Township, all in accordance with the terms set forth in this **Appendix B-1** Proposal Form, specifically, and all provisions of this RFP, generally.

**2.** Under the Concession Agreement the Successful Respondent will be required to provide the Services necessary to: (1) construct the Billboards and structures necessary for the installation of advertisements onto the Billboards; (2) construct or improve bus shelters as needed for the installation of advertisements; (3) maintenance of Billboards and other facilities utilized for outdoor advertising; and (4) the management of outdoor advertising, including the procurement of advertising campaigns on behalf of the Township.

**3. Project Forms:** The Successful Respondent will be required to enter into the Concession Agreement with the Township in the form set forth at **Appendix A-1**.

**4. Instructions for completing Appendix B-1:** Respondent shall complete, execute and submit **Appendix B-1** as required by the RFP, in accordance with the following:

**Section A. Background Information.** Respondent must completely fill out Section A, subsections 1 through 4. These subsections are self-explanatory. Note that in subsection 1, a joint venture or other joint business arrangement Respondent must list all entities in the joint venture or other joint business arrangement, and identify the managing or lead entity.

**Section B. Proposal.**

### **Subsection 3. Concession Fee and Projected Budget.**

**Subsection 3a. Concession Fee.** Respondent provide a proposed percentage of advertising revenue from campaigns received for use of the Township's Facilities as the Proposed Concession Fee under the Concession Agreement constituent with Section 2.5 of the RFP.

**Subsection 3b. Acknowledgment of the Required Pro Forma.** Respondent shall acknowledge that it has provided a pro forma showing both anticipated revenues and anticipated expenses for the performance under the Concession Agreement consistent with Section 2.5 of the RFP.

**Subsection 4.** Respondents shall provide an implementation plan and schedule for mobilization and commencement of the services under the Concession Agreement.

**Subsection 5.** Subsection 5(b) requires that Respondent provide a detailed description of any revision(s) it proposes to **Appendix A-1** and/or the Proposal Forms (**Appendices B-1** through **B-15**, as appropriate) together with a justification for such revisions. The Township reserves its right, in its sole discretion, to determine whether such proposed revisions are material or non-material, consistent with law. If deemed non-material, the Township reserves the right, in its sole discretion, to determine whether such non-material revisions are acceptable to the Township. Revisions deemed material by the Township shall result in Respondent's Proposal being rejected as nonresponsive. Accordingly, Respondents should pose all questions to the Township regarding proposed revisions, in accordance with the process established in RFP Section 1.5. This will permit the Township to consider such proposed revisions prior to the Proposal Submission Date and, if the Township deems such revisions acceptable, the Township will issue an addendum to the RFP. The Township reserves the sole and exclusive right to accept, reject or modify any and all such proposed revisions received during the period established in RFP Section 1.5.

**Subsection 6.** Subsection 6 allows Respondent to submit additional supplemental information at Respondent's option (see RFP Section 3.15A).

**Appendix B-1 (continued)**

**CONCESSION AGREEMENT FOR CONSTRUCTION AND  
MANAGEMENT OF OUTDOOR ADVERTISING PRICE QUOTATION**

**A. Background Information:**

1. Respondent: \_\_\_\_\_

  

---

[List all entities if a joint venture, and identify lead entity]

2. Date: \_\_\_\_\_, 2021

3. Contract Term if for five (5) years.

4. Respondent *Contact* Person:

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Phone: \_\_\_\_\_

Fax: \_\_\_\_\_

E-mail Address: \_\_\_\_\_

Cell: \_\_\_\_\_

Signature: \_\_\_\_\_

**B. Proposal:**

1. **General.** By executing this Proposal form, the Respondent Contact Person is authorized to bind the Respondent to all of the representations and terms of this Proposal form, and Respondent is so bound.

2. **Defined Terms and Proper Form.** Capitalized terms not defined in this Proposal form shall be as defined in the RFP.





---

---

---

[attach additional sheets as necessary]

**6. Additional Information.** Provide any supplemental information that Respondent deems relevant or useful for the Township to consider in evaluating Respondent's Proposal, including any information or suggestions that Respondent deems relevant to its proposal, as contemplated by RFP Section 3.15(A).

(a) \_\_\_\_\_ None.

(b) Supplemental information provided at Respondent's option:

---

---

---

---

---

---

---

---

[attach additional sheets as necessary]

[RESPONDENT]

\_\_\_\_\_  
Signature of Authorized Agent

\_\_\_\_\_  
Type or Print Name

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**APPENDIX B-2**

**RESPONDENT INFORMATION/COVER LETTER FORM**

**[TO BE PLACED ON RESPONDENT'S LETTERHEAD]**

Date: \_\_\_\_\_

Respondent: \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_

Telephone: \_\_\_\_\_

Contact Person: \_\_\_\_\_

Type of Business Entity (Corporation, Partnership, Joint Venture, Other (Attach Agreement(s) governing or creating/organizing business entity))<sup>2</sup>:

**A. GENERAL:**

In submitting this Proposal, the Respondent warrants and represents that (capitalized words and terms shall have the meanings ascribed to such terms in the Request for Proposals):

1. (a) The Respondent has reviewed and understands the requirements set forth within the RFP and Appendices and, if selected, will carry out all of the requirements set forth within the RFP and the Appendices.

(b) The Respondent has prepared its Proposal using a complete set of Proposal Documents, including all addenda to the Request for Proposals issued by the Township, if any, prior to the date established for submission of all Proposals.

(c) All information submitted in response to the Request for Proposals is accurate and factual and all representations made regarding the Respondent's willingness and ability to perform are true and correct.

---

<sup>2</sup> If a joint venture, partnership or other form of organization is submitting this Proposal, all such firms shall be listed and each such participant shall execute this Respondent Information/Cover Letter.

(d) The name, title and contact information of the individuals who will be responding to questions on behalf of the Respondent are:

(e) Respondent has reviewed and accepts the provisions of the RFP. Respondent is not relying on the Township nor any of their advisors regarding any federal or state tax matters set forth in the RFP, if any, and Respondent shall consult, or has consulted, with its own tax advisors regarding such matters.

(f) Respondent has submitted with its Proposal a Consent of Surety for Performance Security in the form included in this RFP as Appendix B-3. Respondent also agrees to provide the Performance Bond in a form substantially similar to Appendix B-4.

If applicable: If the Proposal is being submitted by a joint venture, special purpose entity or similar business entity of more than one firm and/or organization, list the members, firms or organizations and designate a sole contact person for the joint venture, special purpose entity or similar business entity below:

---

---

---

---

---

---

---

---

---

---

2. Except to the extent expressly disclosed in the Proposal, there has been no material adverse changes in the financial status of the Respondent since the date of the most recent financial data (including Forms 10-K and 10-Q) submitted as part of the response to this Proposal.

3. There is no action, suit or proceeding, at law or in equity, before or by any court or similar Governmental Body against the Respondent wherein any unfavorable decision, ruling or finding would adversely affect the ability of the Respondent to carry out the duties and obligations imposed upon it under the RFP, Appendices, including the Concession Agreement.



4. The Respondent is duly organized and validly existing in good standing and is duly qualified to transact business in each and every jurisdiction where such qualification is required to enable the Respondent to perform its obligations under the Concession Agreement. Execution of the Concession Agreement and the performance of all obligations thereunder have been authorized by all required action of the Respondent, including any action required by any charter, by-laws, and/or partnership agreement, as the case may be, and any applicable laws which regulate the conduct of the Respondent's affairs. The execution of the Concession Agreement and the performance of all obligations set forth in the RFP do not conflict with and do not constitute a breach of or an event of default under any charter, by-laws and/or partnership agreement, as the case may be, of the Respondent or any agreement, indenture, mortgage, contract or instrument to which the Respondent is a party or by which it is bound. Upon execution hereof and upon satisfaction of the conditions contained in the RFP and Appendices, including the Concession Agreement, the Concession Agreement and the requirements of the RFP will constitute a valid, legally binding obligation of the Respondent, enforceable in accordance with their terms, except to the extent that the enforcement thereof may be limited by applicable bankruptcy, insolvency, reorganization, moratorium or other laws relating to or limiting creditors' rights generally and the application of the general principles of equity.

5. There is no action, suit or proceeding, at law or in equity, before or by any court or similar Governmental Body against the Respondent wherein an unfavorable decision, ruling or finding would materially adversely affect the validity or enforceability of the Contract, or any other agreement or instrument entered into by Respondent in connection with the transactions contemplated by the RFP and/or the Concession Agreement.

6. The Respondent has in its possession valid approvals, registrations or permits (or Respondent will have such approvals, registrations or permits prior to or simultaneously with the execution of the Concession Agreement) that, pursuant to Applicable Law, permit the Respondent to fulfill its obligations as required by the RFP and/or under and in accordance with the terms of the Contract for the term thereof.

7. The Proposal is submitted pursuant to due authorization by, and is in all respects binding upon, the Respondent. The Proposal is authorized to be prepared and submitted under and in accordance with the provisions of the documents and/or agreements that govern the Respondent's business activities.

8. No corporation, partnership, individual or association, officer, director, employee, manager, parent, subsidiary, affiliate or principal shareholder of the Respondent has been adjudicated to be in violation of any state or federal environmental law, or charged with or convicted of bribery, fraud, collusion, or any violation of any state or federal anti-trust or similar statute within the preceding five (5) years, or previously adjudged in contempt of any court order enforcing such laws.

9. The facilities, materials, equipment and personnel to be utilized by the Respondent in the performance of the Concession Agreement meet or exceed, in all material respects, the requirements as set forth in the RFP.

[NAME OF RESPONDENT]

By:

Name:

Title:

[SEAL]

**APPENDIX B-3**

**FORM OF CONSENT OF SURETY FOR  
PERFORMANCE BOND**

**In completing this Consent of Surety, the Surety shall not add any conditions to its obligation to provide the Performance Bond referred to herein.**

In consideration of the sum of One Dollar (\$1.00), lawful money of the United States, to it in hand paid, the receipt whereof is hereby acknowledged, [NAME OF SURETY] (hereinafter, the "Surety"), organized and existing under the laws of the State of \_\_\_\_\_ and duly authorized and qualified to transact business in the State of New Jersey, the undersigned Surety, consents and agrees that if [NAME OF RESPONDENT], (hereinafter, "Respondent") is selected as the Successful Respondent and awarded a Concession Agreement for Construction and Management of Outdoor Advertising by the Township of West Orange under this Request for Proposals for (RFP), the undersigned Surety will become bound as Surety for the Respondent's faithful performance, as set forth in the RFP, and the Concession Agreement, and the Surety will provide Respondent with an Performance Bond in the amount of one million dollars (\$1,000,000).

This Consent of Surety shall become effective on the date set forth below and remain in effect until the Surety shall issue the Performance Bond.

**IN WITNESS WHEREOF**, said Surety has caused these presents to be signed and attested by a duly authorized officer, and its corporate seal to be hereto affixed this \_\_\_\_\_ day of 2021.

(A power of attorney, corporate acknowledgment and statement of authority to be attached hereto by the surety company.)

ATTEST:

By: \_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Name of Surety)

Name: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date:

Date:

**APPENDIX B-4**

**FORM OF PERFORMANCE BOND**

**The following is a form of Performance Bond that is acceptable to the Township. In providing the Performance Bond, it shall not contain any conditions to its issuance or any conditions to the obligations of the surety company issuing same, except as expressly provided in this form of Performance Bond.**

Date:

\_\_\_\_\_, **PRINCIPAL**

\_\_\_\_\_, **SURETY**

**THE TOWNSHIP OF WEST ORANGE, OBLIGEE**

KNOW ALL MEN BY THESE PRESENTS, that we, the PRINCIPAL and SURETY above named, are held and firmly bound unto the above named OBLIGEE, in the just and full sum of one million dollars (\$1,000,000) for the payment of which sum well and truly to be made, the said PRINCIPAL and SURETY bind themselves, their respective heirs, administrators, executors, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the PRINCIPAL has entered into a certain Concession Agreement with the OBLIGEE, dated \_\_\_\_\_, 2021 (the "Contract"), whereby the PRINCIPAL shall provide Services to OBLIGEE, which Concession Agreement is by reference made a part hereof, as if set forth in full herein.

NOW THEREFORE, the condition of this obligation is such that, if the PRINCIPAL shall faithfully perform its obligations under the Concession Agreement, then this obligation shall be null and void, otherwise it shall remain in full force and effect.

PROVIDED, HOWEVER:

Whenever the PRINCIPAL shall be, and is, declared to be in default of its obligations under the Concession Agreement by the OBLIGEE, the OBLIGEE having performed its obligations under the Concession Agreement, the SURETY may promptly remedy the default or shall promptly as follows:

- (1) Perform the obligations under the Concession Agreement in accordance with the terms and conditions of the Concession Agreement, or

(2) Obtain a Proposal or Proposals for performance of the obligations under the Concession Agreement in accordance with the terms and conditions of the Concession Agreement, and upon a determination by SURETY and the OBLIGEE of the lowest responsible Respondent, arrange for a contract between such Respondent and the OBLIGEE, and make available as services continue (even though there should be a default or a succession of defaults under the contract or contracts arranged under this paragraph) sufficient funds to pay the cost of performance of such said obligations; but not exceeding, including other costs and damages for which the SURETY may be liable hereunder, the amount set forth in the first paragraph hereof.

(3) After investigation, determine the amount for which it may be liable to the OBLIGEE and, as soon as practicable after the amount is determined, tender payment therefor to the OBLIGEE.

(4) Without waiver of any rights of the OBLIGEE, notify the OBLIGEE of the denial of liability in whole or in part citing reasons therefor.

Notwithstanding any term or condition contained in the Concession Agreement to the contrary, it is understood and agreed that the PRINCIPAL's and SURETY'S obligation under this bond shall not be assigned without the written consent of the PRINCIPAL and the SURETY, which consent shall not unreasonably be withheld.

The PRINCIPAL and the SURETY shall not be liable to the OBLIGEE in the aggregate in excess of the penal sum above stated. Any payment made by the SURETY in good faith under this bond shall reduce the bond amount stated by a like amount.

The SURETY hereby stipulates and agrees that no modifications, omissions or additions in or to the terms of the Concession Agreement or in or to the specifications therefor shall in any way affect the obligation of the SURETY on this Bond.

**IN WITNESS WHEREOF**, the above-bound parties have executed this instrument under their several seals on the date indicated above.

PRINCIPAL:

Title

SURETY:

Attorney-in-fact

[SEAL OF SURETY]

**APPENDIX B-5**

**AGREEMENT FOR PROPOSAL SECURITY IN LIEU OF PROPOSAL BOND**

**(THIS FORM IS TO BE COMPLETED IF THE RESPONDENT DOES NOT PROVIDE A PROPOSAL BOND WITH ITS PROPOSAL.)**

This Proposal is accompanied by proposal security in the form of a Certified Check or Cashier's Check drawn on the

\_\_\_\_\_  
(name of banking institution)

\_\_\_\_\_  
(address of banking institution)

in the amount of Twenty Thousand (\$20,000) Dollars.

(The undersigned Respondent hereby agrees that if its Proposal shall be accepted by the Township of West Orange (the "Township") and the undersigned shall fail to execute and deliver the Services to be performed pursuant to the Concession Agreement and provide the Performance Bond within ten (10) days of the issuance of a Notice to Proceed by the Township and in accordance with the terms and requirements of the Request for Proposals, and the Contract, then the undersigned shall be deemed to have abandoned the Concession Agreement, and thereupon the Proposal and its acceptance shall be null and void. In such event, the certified or cashier's check herewith submitted as Proposal security shall be due and payable thereunder to the Township as liquidated damages; otherwise said check or the amount thereof, shall be returned to the undersigned concurrently upon the issuance of a Notice to Proceed, if any, by the Township, and the receipt by the Township of the Successful Respondent's Performance Bond.

The undersigned Respondent hereby understands and agrees that the Successful Respondent's Performance Bond shall be submitted to the Township upon the issuance of a Notice to Proceed, which may be issued by the Township at any time during the Term of the Concession Agreement. The undersigned Respondent hereby understands and agrees that the Township shall retain the Successful Respondent's certified check or cashier's check submitted as proposal security until the issuance of a Notice to Proceed by the Township, and the receipt by the Township of the Successful Respondent's Performance Bond.

**[NAME OF RESPONDENT]**

By:

Attach Cashier's or  
Certified Check  
Payable to the order  
of **The Township of West Orange.**

Print Name:  
Title:

**APPENDIX B-6**

**FORM OF PROPOSAL BOND**

**(THIS FORM IS TO BE COMPLETED IF THE RESPONDENT PROVIDES  
A PROPOSAL BOND WITH ITS PROPOSAL INSTEAD OF A CERTIFIED CHECK  
OR CASHIER'S CHECK.)**

**KNOW ALL MEN BY THESE PRESENTS**, that, [NAME OF RESPONDENT ], as Principal (hereinafter, the "Principal") and [NAME OF SURETY], a [Corporation] [Partnership] duly organized under the laws of the State of \_\_\_\_\_, as Surety (hereinafter, the "Surety"), are held and firmly bound under the **TOWNSHIP OF WEST ORANGE**, as Obligee (hereinafter, the "Obligee"), in the sum of **TWENTY THOUSAND (\$20,000) DOLLARS** lawful money of the United States of America, for which payment well and truly to be made, the said Principal and Surety bind ourselves, our successors, and assigns, jointly and severally, firmly by these presents.

**WHEREAS**, the Principal has submitted or is about to submit to the Obligee a Proposal for compliance with the terms and conditions of the Request for Proposals, dated \_\_\_\_\_, 2021 and the Concession Agreement, which Proposal is made a part hereof;

**NOW THEREFORE**, the Surety hereby understands that if the said Proposal is accepted and the Concession Agreement be awarded to the Respondent, said Principal will execute the Concession Agreement and give the Performance Bond with Surety acceptable to the Obligee for the faithful performance of Obligee's obligations under the Concession Agreement, as set forth in the RFP and in accordance with the terms and conditions of the Concession Agreement, or if the Principal shall fail to enter such agreement and give such Performance Bond, then the Principal shall be deemed to have abandoned the Concession Agreement, and thereupon the Proposal and its acceptance shall be null and void. In such event, Surety hereby agrees that it will pay to the Obligee the Penal amount of this Proposal Bond as liquidated damages; otherwise said Bond shall be returned to the undersigned concurrently upon the issuance of a Notice to Proceed, if any, by the Obligee or Township of West Orange (the "Township"), and the receipt by the Obligee or the Township of the Successful Respondent's Performance Bond.

It is agreed that this Proposal Bond shall be effective on the date the Proposal is submitted and will continue in full force until the issuance of a Notice to Proceed by the Obligee, and the receipt by the Obligee of the Successful Respondent's Performance Bond.

In the presence of:

\_\_\_\_\_(Seal)  
PRINCIPAL

\_\_\_\_\_  
TITLE

\_\_\_\_\_  
WITNESS

\_\_\_\_\_(Seal)  
SURETY

\_\_\_\_\_  
WITNESS



**APPENDIX B-7**

**TOWNSHIP OF WEST ORANGE**

**STOCKHOLDER DISCLOSURE CERTIFICATION**

**This Statement Shall Be Included with the Proposal**

**Name of Respondent's Business:** \_\_\_\_\_

**CHECK ONE:**

I certify that the list below contains the names and home addresses of all stockholders holding 10% or more of the issued and outstanding stock of the undersigned.

OR

I certify that no one stockholder owns 10% or more of the issued and outstanding stock of the undersigned.

If a corporation owns all or part of the stock of the corporation or partnership submitting the bid, then the statement shall include a list of the stockholders who own 10% or more of the stock of any class of that owning corporation. If no one owns 10% or more stock, attest to that.

**Check the box that represents the type of business organization:**

Partnership

Corporation

Sole Proprietorship

Limited Partnership

Limited Liability Partnership

Limited Liability Company

Limited Liability Corporation

Subchapter S Corporation

**Sign and notarize the form below, and, if necessary, complete the stockholder list below.**

Stockholders:

Name:	Name:
Home Address:	Home Address:
Percentage of Stock Ownership:	Percentage of Stock Ownership:
Name:	Name:
Home Address:	Home Address:
Percentage of Stock Ownership:	Percentage of Stock Ownership:
Name:	Name:
Home Address:	Home Address:
Percentage of Stock Ownership:	Percentage of Stock Ownership:

Subscribed and sworn to  
before me this \_\_\_\_ day  
of \_\_\_\_\_, 20\_\_

\_\_\_\_\_  
Print name of affiant

\_\_\_\_\_  
Notary public of

My Commission expires \_\_\_\_\_

**APPENDIX B-8**

**TOWNSHIP OF WEST ORANGE**

**NON-COLLUSION AFFIDAVIT**

\_\_\_\_\_

State of \_\_\_\_\_

County of \_\_\_\_\_

I, \_\_\_\_\_ of the Municipality of \_\_\_\_\_, in the County of \_\_\_\_\_ and State of \_\_\_\_\_ of full age, being duly sworn according to law on my oath depose and say that:

I am \_\_\_\_\_(Title or position) of the firm of \_\_\_\_\_(Name of firm) , the Respondent making this Proposal, and that I executed the said Proposal with full authority so to do; that said Respondent has not, directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free, competitive contracting in connection with the Request for Proposals, dated \_\_\_\_\_, 2021, issued by the Township of West Orange (the "Township"); and that all statements contained in said Proposal and in this affidavit are true and correct, and made with full knowledge that the Township will rely upon the truth of the statements contained in said Proposal and in the statements contained in this affidavit in awarding the Concession Agreement.

I further warrant that no person or selling agency has been employed or retained to solicit or secure such contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except bona fide employees or bona fide employees or bona fide established commercial or selling agencies maintained by \_\_\_\_\_.  
(N.J.S.A. 52:34-25) (Name of Respondent)

Subscribed and sworn to  
Before me this \_\_\_\_\_ day  
Of \_\_\_\_\_, 2021

\_\_\_\_\_  
(print name of affiant under signature)

\_\_\_\_\_  
Notary public of

My Commission expires \_\_\_\_\_

**APPENDIX B-9**

**TOWNSHIP OF WEST ORANGE**

**CONSENT TO INVESTIGATION**

The Respondent hereby gives its consent to the Township of West Orange (the “Township”), or its authorized representatives, to investigate and verify all information contained in the Proposal submitted herewith in response to the Request for Proposals, dated \_\_\_\_\_, 2021, with respect to the Concession Agreement, including financial and law enforcement information relating to the Respondent. The Respondent agrees that all financial institutions, law enforcement agencies, and regulatory agencies are authorized to release information verifying those representations and/or submissions made by the Respondent. The Respondent further agrees that the Township and/or its authorized representatives are authorized to inspect all premises and relevant records of the Respondent in order to verify information contained in the Proposal.

The Respondent agrees that a photocopy of this Consent to Investigation may be accepted by any agency or institution in lieu of the original.

Name of Respondent<sup>1</sup>

Respondent's Address:

By: \_\_\_\_\_  
(Signature)

Name:

Title:

Date:

---

<sup>1</sup> If a joint venture, partnership or other form of organization is submitting this Proposal, all such firms shall be listed and each such participant shall execute this Form.

**APPENDIX B-10**

**TOWNSHIP OF WEST ORANGE**

**STATEMENT OF RESPONDENT'S QUALIFICATIONS**

*(This form must be completed and submitted with Proposal, one form for each entity if a joint proposal or joint venture)*

1. If Firm is a Corporation, list state of incorporation:

2. \_\_\_\_\_  
If Firm is a Partnership, list names of partners:  
  
\_\_\_\_\_

All questions must be answered and the data given must be concise, comprehensive and acceptable to the Owner. Attach separate sheets wherever necessary to properly answer question.

1. Firm name.

2. Principal address,

3. Year firm was organized.

4. Where and when incorporated.

5. The number of years of firm's experience in providing services and/or performing similar contracts similar to those set forth in this RFP is \_\_\_\_\_. Describe in detail experience of Respondent and/or principals thereof in providing either: (i) construction of outdoor advertising; or (ii) management of outdoor advertising.

6. List of comparable work completed by Respondent within the past 5 years and any jobs/contracts currently in progress and provide at least 3 references, including contact information for services/contracts/work of similar size and scope. Include the cost for each contract, and beginning and completion dates.

7. List default experience on previous contracts/projects similar to this RFP, within the past 10 years.

8. List present comparable contracts presently underway.

9. List major equipment available for the use in performing the Concession Agreement and provide the following information regarding technical, managerial and supervisory personnel experienced in providing supervision, trouble-shooting, evaluations, and other technical information in support of management of outdoor advertising as set forth in this RFP: names, education, experience and years of service with the Respondent of these employees.

10. Credit line (substantiate submittal).

11. Respondent shall provide complete financial statements, including the following statements for the current fiscal year-to-date and the prior fiscal year: (i) balance statement detailing cash and cash equivalents, current assets, current liabilities, stockholder equity, (H) statement of operations detailing pre-tax earnings, and (iii) statement of cash flows. The Respondent shall also submit any other information that the Respondent believes to be relevant to demonstrate its financial strength. In the case of a subsidiary or affiliate, statements must provide information with respect to the operating entity.

12. Respondent must provide complete financial statements for the current fiscal year to date and prior fiscal year, including balance statement (detailing cash and cash equivalents, current assets, current liabilities, stockholder equity), statement of operations (detailing pre-tax earnings) and statement of cash flows.

13. No litigation shall be pending or brought against the Respondent, including owners and principals, that could materially affect its ability to perform under the Concession Agreement for Construction and Management of Outdoor Advertising as provided in this RFP. List all threatened and pending claims, litigation and judgments or settlements, and any government enforcement actions or penalties pending or assessed by any regulatory agency having jurisdiction over permit compliance, worker health and safety, or labor laws, as these issues relate to performance under the Concession Agreement for Construction and Management of Outdoor Advertising. (If none, so state).

15. List the names and contact information for Respondent's banks or other financial institutions.

16. Respondent provides the following information regarding its approach to sharing information with the Township relative to technical, budgetary and financial matters. Examples of reports to be provided are operation and management schedules, budgets, etc.

17. Respondent provides the following organization chart and description of resources regarding the corporate resources, staff and personnel deemed necessary to perform in accordance with the terms and conditions of the Concession Agreement for Construction and Management of Outdoor Advertising.

Date: \_\_\_\_\_

\_\_\_\_\_  
Respondent

\_\_\_\_\_  
By:

\_\_\_\_\_  
TITLE:

STATE OF \_\_\_\_\_

\_\_\_\_\_  
(Name of Respondent), being duly sworn, deposes and says that he  
is \_\_\_\_\_ (Title/Position) of \_\_\_\_\_ and that the  
answers to the foregoing questions and all statement therein contained are true and correct.

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

\_\_\_\_\_  
Notary Public

My Commission expires: \_\_\_\_\_

**APPENDIX B-11**

**TOWNSHIP OF WEST ORANGE**

**ACKNOWLEDGMENT OF RECEIPT OF ADDENDA**

The undersigned Respondent<sup>1</sup> hereby acknowledges receipt of the following Addenda:

Addendum Number Receipt	Dated	Acknowledge (initial)

No addenda were received: *(Respondent must check if no addenda were received)*

Acknowledged for: \_\_\_\_\_  
(Name of Respondent)

By: \_\_\_\_\_  
(Signature of Authorized Representative)

Name: \_\_\_\_\_  
(Print or Type)

Title: \_\_\_\_\_

Date: \_\_\_\_\_

---

<sup>1</sup> If a joint venture, partnership or other formal organization or firm submits this Proposal, all such firms shall be listed and each such participant shall execute this Proposal Form.



**APPENDIX B-12  
TOWNSHIP OF WEST ORANGE**

**N.J.S.A. 10:5-31 et seq, N.J.A.C. 17:27  
MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE**

**GOODS, PROFESSIONAL SERVICES AND GENERAL SERVICE CONTRACTS**

During the performance of this contract, the contractor agrees as follows:

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Except with respect to affectional or sexual orientation, the contractor will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause.

The contractor or subcontractor, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex.

The contractor or subcontractors, where applicable, will send to each labor union or representative or workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer advising the labor union or workers representative of the contractors commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The contractor or subcontractor, where applicable, agrees to comply with the regulations promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et seq. as amended and supplemented from time to time and the Americans with Disabilities Act.

The contractor or subcontractor agrees to make good faith efforts to employ minority and women workers consistent with the applicable county employment goals established in accordance with N.J.A.C. 17:27-5.2, or a binding determination of the applicable county employment goals determined by the Division, pursuant to N.J.A.C. 17:27-5.2.

The contractor or subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, labor unions, that it does not discriminate on the basis of age, race, creed, color, national origin,

ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, and that it will discontinue to use of any recruitment agency which engages in direct or indirect discriminatory practices.

The contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the State of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

In conforming with the applicable employment goals, the contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, and conform with the applicable employment goals, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The contractor shall submit to the public agency, after notification of award but prior to execution of a goods and services contract, one of the following three documents:

Letter of Federal Affirmative Action Plan Approval

Certificate of Employee Information Report

Employee Information Report Form AA302 (electronically provided by the Division and distributed to the public agency through the Division's website at [http://www.state.nj.us/treasury/contract\\_compliance](http://www.state.nj.us/treasury/contract_compliance)).

The contractor and its subcontractor shall furnish such reports or other documents to the Division of Contract Compliance & EEO as may be requested by the Division from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Division of Contract Compliance & EEO for conducting a compliance investigation pursuant to **Subchapter 10 of the Administrative Code at N.J.A.C. 17:27**.

APPENDIX B-13

DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN

Respondent: \_\_\_\_\_

**PART 1: CERTIFICATION**

**RESPONDENTS MUST COMPLETE PART 1 BY CHECKING EITHER BOX.  
FAILURE TO CHECK ONE OF THE BOXES WILL RENDER THE BID NON-  
RESPONSIVE**

Pursuant to Public Law 2012, c. 25, any person or entity that submits a bid or proposal or otherwise proposes to enter into or renew a contract must complete the certification below to attest, under penalty of perjury, that neither the person or entity, nor any of its parents, subsidiaries, or affiliates, is identified on the Department of Treasury's Chapter 25 list as a person or entity engaging in investment activities in Iran. The Chapter 25 list is found on the Division's website at <http://www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf>. Respondents **must** review this list prior to completing the below certification. **Failure to complete the certification will render a bidder's bid non-responsive.** If the Township finds a person or entity to be in violation of law, the Township shall take action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the party.

**PLEASE CHECK THE APPROPRIATE BOX:**

**I certify, pursuant to Public Law 2012, c. 25, that neither the bidder listed above nor any of the bidder's parents, subsidiaries, or affiliates is listed on the N.J. Department of the Treasury's list of entities determined to be engaged in prohibited activities in Iran pursuant to P.L. 2012, c. 25 ("Chapter 25 List"). I further certify that I am the person listed above, or I am an officer or representative of the entity listed above and am authorized to make this certification on its behalf. **I will skip Part 2 and sign and complete the Certification below.****

**OR**

**I am unable to certify as above because the bidder and/or one or more of its parents, subsidiaries, or affiliates is listed on the Department's Chapter 25 list. I will provide a detailed, accurate and precise description of the activities in Part 2 below and sign and complete the Certification below. Failure to provide such will result in the proposal being rendered as non-responsive and appropriate penalties, fines and/or sanctions will be assessed as provided by law.**

**PART 2: PLEASE PROVIDE FURTHER INFORMATION RELATED TO  
INVESTMENT ACTIVITIES IN  
IRAN**

You must provide a detailed, accurate and precise description of the activities of the bidding person/entity, or one of its parents, subsidiaries or affiliates, engaging in the investment activities in Iran outlined above by completing the boxes below.

**EACH BOX WILL PROMPT YOU TO PROVIDE INFORMATION RELATIVE TO THE ABOVE QUESTIONS, PLEASE PROVIDE THOROUGH ANSWERS TO EACH QUESTION. IF YOU NEED TO MAKE ADDITIONAL ENTRIES, PLEASE PROVIDE ON A SEPARATE ATTACHED PAGE.**

Name \_\_\_\_\_ Relationship to Bidder \_\_\_\_\_

Description of Activities \_\_\_\_\_

Duration of Engagement \_\_\_\_\_ Anticipated Cessation Date \_\_\_\_\_

Bidder/Officer Contact Name \_\_\_\_\_ Contact Phone Number \_\_\_\_\_

**Certification: I, being duly sworn upon my oath, hereby represent and state that the foregoing information and any attachments thereto to the best of my knowledge are true and complete. I attest that I am authorized to execute this certification on behalf of the above-referenced person or entity. I acknowledge that the Township is relying on the information contained herein and thereby acknowledge that I am under a continuing obligation from the date of this certification through the completion of any contracts with the Township to notify the state in writing of any changes to the answers of information contained herein. I acknowledge that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification, and if I do so, I recognize that I am subject to criminal prosecution under the law and that it will also constitute a material breach of my agreement(s) with the Township at its option may declare any contract(s) resulting from this certification void and unenforceable.**

Name Full Name (Print): \_\_\_\_\_ Signature: \_\_\_\_\_

Title: \_\_\_\_\_ Date: \_\_\_\_\_

\_\_\_\_\_

**APPENDIX B-14  
TOWNSHIP OF WEST ORANGE**

**Political Contribution Disclosure Statement Pursuant to Chapter 2, Section 68 of the Revised General Ordinances of the Township of West Orange**

Pursuant to Section 2-68.1 of the Revised General Ordinances of the Township of West Orange, please set forth below all political contributions in cash or in kind of two hundred (\$200.00) dollars or more made within five (5) years of the date of acceptance of a proposal for a negotiated contract with the Township of West Orange, or within five (5) years of the notice of award for a bid contract with the Township of West Orange, either directly or indirectly, by the individuals or any of the principals of the business entity completing this form or by the business entity itself, to any elected official of the Township of West Orange currently in office or any political organization affiliated with an elected official of the Township currently in office.

The current elected officials of the Township include the following: Mayor Robert D. Parisi; Councilwoman Susan McCartney; Councilwoman Cindy Matute Brown; Councilwoman Tammy Williams; Councilman Bill Rutherford; and Councilwoman Michelle Casalino.

Name of Contributor	Amount	Recipient of Contribution	Contribution Date
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

**If you have NOT made any contributions within the scope of Section 2-68.1, as set forth above, please indicate here \_\_\_\_\_.**

I hereby certify under penalty of perjury that the information provided herein is true and accurate to the best of my knowledge, information and belief.

Signature \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Company: \_\_\_\_\_

**APPENDIX B-15  
TOWNSHIP OF WEST ORANGE**

**PROPOSAL CHECKLIST**

**REQUEST FOR PROPOSALS  
FOR CONCESSION AGREEMENT FOR  
CONSTRUCTION AND MANAGEMENT OF OUTDOOR ADVERTISING**

**PROPOSAL CHECK-LIST**

The following is a check-list of all items that each **Respondent shall submit with its Proposal** in order for its Proposal to be considered by the Township in accordance with the provisions of the RFP. Capitalized terms not defined in this check-list shall be as defined in the RFP. Respondents shall submit a copy of this Proposal Checklist with their Proposals.

**(1) The following documents shall be considered mandatory items that shall be submitted as part of the Proposal. Failure to submit any of the following shall be deemed a fatal defect that cannot be cured, and will result in mandatory rejection of the Proposal as unresponsive to the RFP:**

	<b>CHECK</b>
(a) Appendix B-1	Concession Agreement for Construction and Management of Outdoor Advertising ..... ( )
Appendix B-2	Respondent Information/Cover Letter ..... ( )
Appendix B-3	Consent of Surety ..... ( )
Appendix B-5**	Agreement for Proposal Security in Lieu of Proposal Bond ... ( )
Appendix B-6**	Proposal Bond ..... ( )
Appendix B-7	Ownership Disclosure Statement ..... ( )
Appendix B-10	Statement of Respondent's Qualifications ..... ( )
Appendix B-11	Acknowledgement of Receipt of Addenda ..... ( )
Appendix B-13	Disclosure of Investment Activities in Iran ..... ( )

\*\*Provide Appendix B-5 or B-6, as applicable (Proposal Bond, Cashier's Check or Certified Check (RFP Section 4.2))

**(2) Failure to submit any of the following documents with submission of the Proposal may be cause for rejection of the Proposal:**

<b>CHECK</b>	
(a) Appendix B-8	Non-Collusion Affidavit ..... ( )
Appendix B-9	Consent to Investigation ..... ( )
Appendix B-12	Affirmative Action Compliance/Mandatory EEO Language .. ( )
Appendix B-14	Township's Political Contribution Disclosure Statement ..... ( )
Appendix B-15	Proposal Checklist ..... ( )

(b) Business Registration Certificate (RFP Section 4.12) .....( )

A copy of the State of New Jersey Department of the Treasury Division of Revenue, Business Registration Certificate (“BRC”) should be included with the proposal as it must be received by the Township prior to the award of the contract. The BRC provided must show that the Respondent was registered at the time of receipt of proposals or the proposal will be rejected.