

**CITY OF NORTH WILDWOOD  
CAPE MAY COUNTY  
NEW JERSEY**

**Request for Proposals**

**For**

**Exclusive Five Year License of Advertising Space on A Municipally  
Owned Electronic Sign Located on Spruce Avenue**

**City of North Wildwood  
901 Atlantic Avenue  
Wildwood, NJ 08260**

**Phone (609) 522-2030**

**[www.Northwildwood.com](http://www.Northwildwood.com)**

**For Additional Information Contact:**

**Kevin Yecco, City Administrator  
North Wildwood City Hall  
901 Atlantic Avenue  
North Wildwood, NJ 08260  
(609) 522-2030  
[kyecco@northwildwood.com](mailto:kyecco@northwildwood.com)**

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**NOTICE OF  
AVAILABILITY OF REQUESTS FOR PROPOSALS FOR EXCLUSIVE FIVE YEAR  
LICENSE OF ADVERTISING SPACE ON MUNICIPALLY OWNED ELECTRONIC  
SIGN LOCATED ON SPRUCE AVENUE**

**CITY OF NORTH WILDWOOD  
901 Atlantic Avenue  
North Wildwood, NJ 08260  
(609) 522-2030**

**PLEASE TAKE NOTICE** that the City of North Wildwood is requesting proposals from businesses and/or from firms for the following license: Exclusive Five Year License of Advertising Space on Municipally Owned Electronic Sign Located on Spruce Avenue.

The qualifications and proposals are being solicited through the competitive contracting process that is set forth in N.J.S.A. 19:44A-4.1, *et. seq.*

Sealed proposals will be received by the City Clerk of North Wildwood in Council Chambers, City Hall, 901 Atlantic Avenue, North Wildwood, NJ 08260 on December 30, 2016 at 10:00 a.m., prevailing time. No prospective contractor may withdraw his, her or its bid within sixty (60) days after the actual date of the opening thereof.

The General Information and Specifications for Prospective Contractors and other proposal documents have been filed in the office of the City Clerk and may be obtained therefrom between the hours of 9:00 a.m. and 4:00 p.m., Monday through Friday. The proposal documentation for the license agreement also is available by clicking on the link provided at [www.northwildwood.com](http://www.northwildwood.com).

Proposals must be enclosed in a sealed envelope and plainly marked with the identity of the contract (*e.g.*, "Proposal for Spruce Avenue Sign Advertising") and the envelope shall contain the name and address of the prospective contractor.

Contractors will be required to comply with the anti-discrimination laws of the State of New Jersey; in particular with the requirements of Chapter 127 of P.L. 1975. The statutory language required by N.J.S.A. 10:2-1 and 10:5-33 shall be incorporated into the subject license by reference. Contractors will be required to comply with the requirements of N.J.S.A. 10:5-31, *et. seq.* and N.J.A.C. 17:27 (Contract Compliance and Affirmative Action for Public Contracts). The statutory and regulatory language of those statutes and administrative regulations are incorporated into the specifications and the license agreement with the successful bidder by reference.

Prospective contractors are required to comply with the requirements of the Public Law, 1975, C.127 N.J.S.A. 34:11-56.25 *et. seq.* as amended in Chapter 64 of the Laws of 1974 and P.L. 1977 Ch. 33, N.J.S.A. 52:25-24.2 which requires a statement setting forth the names and addresses of all stockholders in the prospectively contracting corporation or partnership who own 10% or more of its stock, of any class, or of all individual partners in the prospectively contracting partnership who own 10% or greater interest therein, as the case may be. For the purpose of this requirement, a limited liability company will be deemed a partnership.

Prospective contractors to whom a license is awarded will be required to submit a New Jersey Business Registration Certificate pursuant to the requirements of N.J.S.A. 52:32-44 prior to award of the contract.

Upon receipt of proposals, the City Clerk shall transmit copies of each proposal to a review committee consisting of the Mayor, Council President and City Administrator. Proposals will be evaluated on the basis of the most advantageous, price and other factors considered. The evaluation will consider:

- a. Experience and reputation of the prospective contractor in the local business community;
- b. Number of business locations in the Wildwoods, generally, and in North Wildwood, in particular;
- c. Number of years in business providing goods and/or services;
- d. Years at the current business locations;
- e. Compensation proposal; and
- f. Other factors as demonstrated to be in the best interest of the the City of North Wildwood.

Upon completion of the review process, the review committee shall transmit its findings and recommendations to the City Council which may award the subject advertising license on or about January 3, 2017 by resolution.

Prospective contractors are required to comply with the requirements of N.J.S.A. 19:44A-20.27. Business entities are advised of their responsibility to file an annual disclosure statement of political contributions with the New Jersey Election Law Enforcement Commission (ELEC), if they receive contracts in excess of \$50,000 from public entities in a calendar year. Business entities 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).

The City of North Wildwood reserves the right to reject any and all proposals or to waive any irregularities or informalities as may be permitted by law.

BY ORDER OF THE MAYOR and COUNCIL

W. Scott Jett, RMC, City Clerk

**GENERAL INFORMATION AND SPECIFICATIONS FOR PROSPECTIVE  
CONTRACTORS SUBMITTING PROPOSALS FOR AN EXCLUSIVE FIVE YEAR  
LICENSE OF ADVERTISING SPACE ON A MUNICIPALLY OWNED  
ELECTRONIC SIGN LOCATED ON SPRUCE AVENUE.**

- I. **Invitation to Submit Proposal.** The City of North Wildwood is offering a five (5) year license of advertising space on a municipally owned electronic sign. The proposals are being solicited through the competitive contracting procedures that are set forth at N.J.S.A. 40A:11-4.1, *et. seq.* The electronic sign is located on Spruce Avenue near its intersection with Anglesea Drive and it is highly visible to the vehicular traffic entering the City. Interested parties are encouraged to conduct a visual inspection of the sign. Interested parties are advised of the following:
- a. The term of the license agreement will be for five (5) years.
  - b. During the term of the agreement the successful bidder shall have, at its sole discretion, the right to advertise its business on the Sign's fixed message board and, as to the Sign's electronic message board, as follows:
    - i. Beginning May 15 up to and including October 1 during the term, the successful bidder shall have the right to advertise on the Sign's electronic message board for six (6) consecutive or non-consecutive minutes of each hour of every day of the term; and
    - ii. Beginning October 2 up to and including May 14 during the term, the successful bidder shall have the right to advertise on the Sign's electronic message board for a minimum of nine (9) consecutive or non-consecutive minutes to a maximum of twelve (12) consecutive or non-consecutive minutes of each hour of every day of the term.
  - c. Qualified bidders shall be limited to those professional or commercial business enterprises that have one or more places of business within the communities of the City of North Wildwood, the City of Wildwood, the Borough of West Wildwood or the Borough of Wildwood Crest, with preference being given to those businesses that have one or more places of business within the confines of the City of North Wildwood.
  - d. During the term of the agreement the City of North Wildwood shall be permitted to use the Sign for community-oriented messages, notices, events, announcements and information.

- e. During the term of the agreement the City of North Wildwood will not permit any other business to advertise on the Sign unless the other business is a sponsor of a municipal special event.
- f. The subject Sign is approximately ten years old and, therefore, it may have technical limitations that could limit the complexity of the advertising to be displayed. Prior to submitting a proposal prospective bidders may submit proposed advertising to the City for a determination as to whether or not the subject Sign can accommodate the proposed advertising. Once a license is awarded, however, the City shall not be held liable for any proposed advertising that cannot be placed upon the sign due to technical limitations.

**II. Submitting and Delivery of Proposals.** Qualifications and Proposals must be submitted on or before December 30, 2016 and may be submitted either by mail or in person by the prospective contractor or his agent. Proposals must be enclosed in a sealed envelope and plainly marked "Proposal for Spruce Avenue Sign Advertising" and the envelope also shall have plainly marked on it the name and address of the prospective contractor.

The City of North Wildwood reserves the right to reject any and all proposals and to waive such informalities and/or irregularities as may be permitted by law.

**III. Time and Place for Acceptance of Proposals.** The City Clerk has been designated as the person authorized to receive all proposals. All proposals must be submitted in sealed envelopes to the City Clerk, North Wildwood City Hall, 901 Atlantic Avenue, North Wildwood, NJ 08260, either by mail or in person by the prospective contractor or his agent on or prior to December 30, 2016 at 10:00 a.m., prevailing time. The City Clerk will record the date and time of receipt of all proposals on the sealed envelope. No proposal will be received after the time designated for receipt.

**IV. Proposal Forms.** All proposals must be submitted on the Proposal Form included herewith and no substitution or alterations to the Proposal Form will be accepted. Proposal price in both written words and in figures must be filled, in ink, or typewritten.

**V. Selection Process & Award of License.** Upon receipt of proposals, the City Clerk will transmit copies of each proposal to a review committee that consists of the Mayor, Council President and City Administrator. Proposals will be evaluated on the basis of the most advantageous, price and other factors considered. The evaluation will consider:

- a. Experience and reputation of the prospective contractor in the local business community;
- b. Number of business locations in the Wildwoods, generally, and in

North Wildwood, in particular;

- c. Number of years open in business providing goods and/or services;
- d. Years at the current business locations;
- e. Compensation proposal; and
- f. Other factors as demonstrated to be in the best interest of the the City of North Wildwood.

The methodology for evaluating the foregoing criteria will include a weighting of the criteria. The foregoing criteria are not listed in any specific order and prospective contractors should not assume that any particular factor will be accorded more weight because it is listed before other factors.

Upon completion of the review process, the review committee shall transmit its findings and recommendations to City Council which may award the subject license on or about January 3, 2017 by resolution.

- VI. Obligation of Prospective Contractor.** At the time of receipt of proposals, each prospective contractor will be presumed to have read and to be thoroughly familiar with the contents of the Notice of Availability of Requests for Proposals that has been posted on the City's website and published and with the contents of this document. The failure or omission of any prospective contractor to receive or examine either document shall in no way relieve any prospective contractor from any obligation with respect to the proposal submitted.
- VII. Investigation of Qualifications.** The City of North Wildwood will make such investigations as it deems necessary to determine the responsibility of the prospective contractor and the prospective contractor shall furnish the City of North Wildwood all such information as may be requested by the City of North Wildwood notwithstanding the fact that the release of such information to the City of North Wildwood may result in the disqualification of the prospective contractor and the proposal submitted.
- VIII. Signing of Proposal Form and Documentation.** The proposal form documentation that is submitted by the prospective contractor shall be signed by the individual or on behalf of the entity to be bound by the contract.
- IX. New Jersey Business Registration Certificate; Ownership Disclosure Statement; Disclosure of Investment Activities in Iran.**

**a. New Jersey Business Registration Certificate.** Business organizations or individuals doing business in New Jersey are required to register with the Department of Treasury, Division of Revenue. Under the provisions of N.J.S.A. 52:32-44b(1), contractors shall provide the City of North Wildwood with a copy of their New Jersey Business Registration Certification prior to award of a contract by the City of North Wildwood. Therefore, it is strongly recommended that prospective contractors include with their proposal a copy of their New Jersey Business Registration Certificate at the time that their proposal is submitted to the City of North Wildwood.

**b. Ownership Disclosure Statement.** Prospective contractors are required to comply with the requirements of the Public Law, 1975, C.127 N.J.S.A. 34:11-56.25 et. seq. as amended in Chapter 64 of the Laws of 1974 and P.L. 1977 Ch. 33, N.J.S.A. 52:25-24.2 which requires a statement setting forth the names and addresses of all stockholders in the corporation or partnership who own 10% or more of its stock, of any class, or of all individual partners in the partnership who own 10% or greater interest therein, as the case may be. An Ownership Disclosure Statement is annexed.

**c. Disclosure of Investment Activities in Iran.** Prospective contractors are required to comply with the requirements of P.L. 2012, c.25 and N.J.S.A. 40A:11-2.1 which require that any person or entity that submits a bid or proposal or otherwise proposes to enter into or renew a contract with a local contracting unit must complete a certification attesting, under penalty of perjury, that the person or entity, or one of the person or entity's parents, subsidiaries or affiliates is not identified on a list created or maintained by the New Jersey Department of the Treasury as a person or entity engaging in investment activities in Iran. A Certification is annexed.

**X. Miscellaneous.**

a. A License awarded by the City of North Wildwood shall be governed by and interpreted in accordance with the Laws of the State of New Jersey.

b. In the event the License is terminated for reasons not the fault of the Licensee, then the Licensee shall be entitled to a prorated refund of the prepaid license fee.

c. For additional information contact: Kevin Yecco, City Administrator, City of North Wildwood City Hall, 901 Atlantic Avenue, North Wildwood, New Jersey, 08260, Telephone: 609-522-2030.

**XII. Proposal Documents Checklist.** Prospective Contractors are required to submit an original plus two copies of all of the following documents:

- \_\_\_\_\_ Proposal Form.
- \_\_\_\_\_ Ownership Disclosure Statement
- \_\_\_\_\_ New Jersey Business Registration Certificate (Prior to award of contract)
- \_\_\_\_\_ Disclosure of Investment Activities in Iran
- \_\_\_\_\_ Non-Collusion Affidavit
- \_\_\_\_\_ Affirmative Action Affidavit
- \_\_\_\_\_ License

**Where a form is provided by the City of North Wildwood with these Specifications, prospective contractors are required to utilize the form supplied and substitutions will not be accepted. If more space is needed to complete any form that is supplied than has been provided in the form then extra pages are to be attached to the form for which extra space is needed.**

**Pursuant to the provisions of N.J.S.A. 52:32-44b(1), contractors shall provide to the City of North Wildwood a copy of their New Jersey Business Registration Certificate prior to award of a contract.**

**PROPOSAL FORM**

To: W. Scott Jett, R.M.C., City Clerk  
City of North Wildwood  
901 Atlantic Ave.  
North Wildwood, NJ 08260

THE UNDERSIGNED, HAVING READ THE ADVERTISEMENT, NOTICE OF AVAILABILITY OF REQUESTS FOR PROPOSALS, GENERAL INFORMATION AND SPECIFICATION FOR PROSPECTIVE CONTRACTORS, LICENSE AND ALL OTHER SPECIFICATIONS, WILL COMPLY WITH ALL OF THE TERMS, COVENANTS AND AGREEMENTS SET FORTH THEREIN IF AWARDED A LICENSE FOR THE AMOUNT(S) SET FORTH BELOW, THE UNDERSIGNED WILL EXECUTE A LICENSE WITH THE CITY OF NORTH WILDWOOD IN ACCORDANCE WITH THE TERMS AND CONDITIONS SET FORTH IN THE LICENSE SPECIFICATIONS AND LICENSE.

<b><u>ITEM #</u></b>	<b><u>ITEM DESCRIPTION</u></b>	<b><u>PROPOSAL PRICE</u></b>
1	5 Year License for Advertising Space on Municipally Owned Electronic Sign on Spruce Avenue.	
	TOTAL BID PRICE - \$	_____
		(Write Total Bid Price in numbers)
		_____
		(Write Total Bid Price in words)

Name of Firm or Individual: \_\_\_\_\_  
Street Address: \_\_\_\_\_  
City, State, Zip Code: \_\_\_\_\_  
Telephone Number: \_\_\_\_\_  
Fax Number: \_\_\_\_\_  
Email Address: \_\_\_\_\_

The undersigned bidder acknowledges and agrees that said bidder has received, read, understood and shall comply with all of the provisions of the license and bid specifications. In addition, the undersigned bidder acknowledges receipt of the following Addenda:

**Addendum No.**

**Dated**

**IN WITNESS WHEREOF** the bidder has signed this bid form or has caused this bid form to be signed by the bidder's duly authorized representative.

**Signing of proposal on behalf of corporation (principal executive officer and secretary).**  
Affix corporate resolution authorizing said individual to sign documents such as this bid form on behalf of corporation. Affix corporate seal to all attached resolutions and to bid form.

Attest:

Name of Corporation

\_\_\_\_\_

\_\_\_\_\_

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

\_\_\_\_\_  
(Print or type name of attesting witness)

\_\_\_\_\_  
(Print or type name of officer)

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

**Signing of bid form on behalf of partnership or limited liability company by a general partner or member.**

Witness:

Name of Partnership or Limited Liability Company

\_\_\_\_\_

\_\_\_\_\_

(Print or type name of witness)

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

(Print or type name of general partner or limited liability company member)

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

**Signing of proposal form by individual proprietor.**

Witness:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
(Print or type name of witness)

\_\_\_\_\_  
(Print or type name of individual proprietor)

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

**OWNERSHIP DISCLOSURE STATEMENT**

In accordance with P.L. 1977, c. 33 ((N.J.S.A. 52:25-24.2), corporate and partnership bidders on this Contract must submit a statement setting forth the names and addresses of all stockholders in the corporation or partnership who own 10% of more of its stock, of any class, or of all individual partners in the partnership who own a 10% or greater interest therein, as the case may be. If one of more such stockholder or partner is itself a corporation or partnership, the names and addresses of stockholders holding 10% or more of that corporation's stock, or of the individual partners owning 10% or greater interest in that partnership, as the case may be, shall also be listed. The disclosure shall be continued until names and addresses of every known corporate stockholder, and individual partner, exceeding the 10% ownership criterion, has been listed. If the bidder is neither a corporation nor a partnership, he shall so attest in the spaces provided below. For the purpose of responding to this Ownership Disclosure Statement, a Limited Liability Company shall be considered equivalent to a partnership and as such, bidders must provide the information requested herein regarding ownership.

NAME

ADDRESS

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**Note: Add additional pages if necessary.**

**Note: Submit Statement for each member if a Joint Venture.**

**Signature of Disclosure Statement in behalf of Partnership or Limited Liability Company:**

Name of Partnership or Limited Liability  
Company

\_\_\_\_\_

\_\_\_\_\_  
Witness Signature

By \_\_\_\_\_  
General Partner

or Authorized Member

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

**Signature of Disclosure Statement on behalf of Corporation (President and Secretary must sign or corporate resolution authorizing others to sign must be affixed). Affix corporate seals to all resolutions and to the Statement.**

Attest:

\_\_\_\_\_

Name of Corporation:

\_\_\_\_\_

By \_\_\_\_\_

Corporate Seal

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

**Signature of Disclosure Statement by Individual Proprietor.**

**The Bidder is Neither a Corporation Nor a Partnership.**

Witnessed:

\_\_\_\_\_

\_\_\_\_\_  
(Signature of Individual Proprietor)

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





## **ATTACHMENT #1**

Procurement and Service Contract - Mandatory Language P.L. 1975, C. 127 (N.J.A.C. 17:27)

### **MANDATORY AFFIRMATIVE ACTION LANGUAGE PROCUREMENT, PROFESSIONAL AND 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, sex, 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, sex, affectional or sexual orientation. 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, sex, affectional or sexual orientation;

The contractor or subcontractor, 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 contractor's 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 P.L. 1975, c. 127, as amended and supplemented from time to time and the Americans with Disabilities Act.

The contractor or subcontractor agrees to attempt in good faith to employ minority and female workers consistent with the applicable county employment goals prescribed by N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time or in accordance with a binding determination of the applicable county employment goals determined by the Affirmative Action Office pursuant to N.J.A.C. 17:27-5.2 promulgated by the

Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time.

The contractor or subcontractor agrees to inform in writing appropriate recruitment agencies in the area, including employment agencies, placement bureaus, colleges, universities, labor unions, that it does not discriminate on the basis of age, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation, and that it will discontinue the 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.

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, sex, affectional or sexual orientation, 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 and its subcontractors shall furnish such reports or other documents to the Affirmative Action Office as may be requested by the office 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 Affirmative Action Office for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code (N.J.A.C. 17:27).

**CITY OF NORTH WILDWOOD  
DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN**

RFP Title: \_\_\_\_\_ Proposer: \_\_\_\_\_

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**PART 1: CERTIFICATION**

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 the person or entity, or one of the person or entity's parents, subsidiaries, or affiliates, is not identified on a list created and maintained by the New Jersey Department of the Treasury as a person or entity engaging in investment activities in Iran. If the Department of Treasury finds a person or entity to be in violation of the principles which are the subject of this law, action shall be taken 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 person or entity. **Failure to complete the certification will rendered a respondent's proposal as non-responsive.**

**I certify, pursuant to Public Law 2012, c. 25, that the person or entity listed above, for which I am authorized to submit a proposal, nor any of the proposer's parents, subsidiaries, or affiliates (check each box if appropriate):**

is not providing goods or services of \$20,000,000 or more in the energy sector of Iran, including a person or entity that provides oil or liquefied natural gas tankers, or products used to construct or maintain pipelines used to transport oil or liquefied natural gas, for the energy sector of Iran, **AND**

is not a financial institution that extends \$20,000,000 or more in credit to another person or entity, for 45 days or more, if that person or entity will use the credit to provide goods or services in the energy sector in Iran.

In the event that a person or entity is unable to make the above certification because it or one of its parents, subsidiaries, or affiliates has engaged in the above-referenced activities, a detailed, accurate and precise description of the activities must be provided in Part 2 below to the City of North Wildwood under penalty of perjury. 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.

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

Where appropriate, provide a detailed, accurate and precise description of the activities of the proposer, or one of its parents, subsidiaries or affiliates, engaging in the investment activities in Iran outlined above by completing the boxes below. Please provide thorough answers to each question. Provide an attachment if you need to make additional entries.

Name: \_\_\_\_\_ Relationship to Proposer: \_\_\_\_\_

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

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

Proposer Contact Name: \_\_\_\_\_ Contact Phone Number: \_\_\_\_\_

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**PART 3: 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 City of North Wildwood 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 City to notify the City 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 City of North Wildwood and that the City at its option may declare any contract(s) resulting from this certification void and unenforceable.

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

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

# **LICENSE AGREEMENT**

FOR

ADVERTISING SPACE ON MUNICIPALLY-OWNED ELECTRONIC SIGN LOCATED  
ON SPRUCE AVENUE

CITY OF NORTH WILDWOOD  
CAPE MAY COUNTY  
NEW JERSEY  
MAYOR AND COUNCIL - 2016

## LICENSE AGREEMENT

**THIS LICENSE AGREEMENT** (“Agreement”) is made this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_ by and between the *City of North Wildwood*, a New Jersey municipality, having an address of 901 Atlantic Avenue, North Wildwood, New Jersey, 08260, hereinafter referred to as “North Wildwood” and/or as “Licensor” and \_\_\_\_\_, with principal offices located at \_\_\_\_\_, \_\_\_\_\_, New Jersey, 08260, and hereinafter referred to as “Licensee.”

### RECITALS

**WHEREAS**, North Wildwood is the owner of an electronic advertising sign (“Sign”) that is located on Spruce Avenue in the City of North Wildwood, in the County of Cape May, State of New Jersey; and

**WHEREAS**, North Wildwood has advertising space for a commercial business enterprise available on the Sign; and

**WHEREAS**, North Wildwood and Licensee desire to establish a relationship whereby North Wildwood will make available to Licensee both fixed and electronic advertising space on the Sign under the terms and conditions that are set forth in this Agreement;

**NOW, THEREFORE**, in consideration of the sum of \$ \_\_\_\_\_, the receipt of which hereby is acknowledged by the parties, and for exchange of the mutual covenants, promises and other consideration set forth herein it hereby is agreed as follows:

1. **Recitals; Incorporation of Proposal Documentation.**

- a. **Recitals.** All of the recitals set forth above are repeated and incorporated herein and are made a part hereof by this reference thereto as if set forth at length.
- b. **Incorporation of Proposal Documentation.** This Agreement shall include all of the covenants, terms and stipulations in the request for proposal documentation that resulted in the award of this License by North Wildwood to Licensee and such request for proposal documentation is deemed to constitute essential parts of this Agreement and is made a part of this Agreement by this reference. Such request for proposal documentation consists of the following:
  - Notice to Bidders
  - General Information and Specifications for Prospective Contractors
  - Licensee’s Ownership Disclosure Statement dated \_\_\_\_\_.
  - Licensee’s Non-Collusion Affidavit dated \_\_\_\_\_.
  - Licensee’s Affirmative Action Affidavit dated \_\_\_\_\_.

- Licensee's Disclosure of Investment Activities in Iran dated \_\_\_\_\_.
- Licensee's Proposal Form dated \_\_\_\_\_.

2. **License Advertising Space** – North Wildwood licenses to Licensee advertising rights on the fixed message board and on the electronic message board of the Sign. During the Term of this Agreement Licensee shall have, at its sole discretion, the right to advertise its business enterprise, commonly known as “\_\_\_\_\_,” on the Sign’s fixed message board, as to the Sign’s electronic message board, as follows:

- a. Beginning May 15 up to and including October 1 during the Term, the successful bidder shall have the right to advertise on the Sign’s electronic message board for six (6) consecutive or non-consecutive minutes of each hour of every day of the Term; and
- b. Beginning on October 2 up to and including May 14 during the Term, the successful bidder shall have the right to advertise on the Sign’s electronic message board for a minimum of nine (9) consecutive or non-consecutive minutes to a maximum of twelve (12) consecutive or non-consecutive minutes of each hour of every day of the Term; and
- c. Except for Licensee’s right to advertise on the Sign, North Wildwood will not permit any other business to advertise on the Sign unless the other business is a sponsor of a municipal special event;
- d. During the Term of this Agreement North Wildwood shall be permitted to use the sign for community-oriented messages, notices, events, announcements and information.

3. **Term** - This Agreement shall be for a Term of five (5) years beginning on January 1, 2017 and ending on December 31, 2021.

4. **License Fee** - The license fee for the Term is \$\_\_\_\_\_.00 which is payable in full upon execution of this Agreement.

4. **North Wildwood’s Responsibilities** - During the Term of this Agreement, North Wildwood:

- a. Shall, at its sole cost and expense, arrange for all labor, materials and equipment required for the proper maintenance and repair of the Sign so as to insure that the condition of the Sign at the time the Term of this Agreement begins is maintained throughout the Term of this Agreement, subject to ordinary wear and tear;

- b. North Wildwood shall supply and pay for all electrical power for the Sign's illumination and display. North Wildwood shall not, however, be liable to Licensee for any damages or otherwise as the result, either directly or indirectly, of the temporary interruption of utility services resulting from the actions or inactions of utility service providers or from any other cause which is beyond North Wildwood's control;
- c. The North Wildwood Recreation Department shall be responsible for accepting from Licensee its advertising messages for the Sign and thereafter inputting Licensee's advertising messages into the sign's electronic message board according to Licensee's written instructions and the terms of this Agreement.

5. **Insurance** - During the Term of this Agreement, North Wildwood shall carry and maintain in full force and effect, insurance, in such company or companies as it, in its sole and absolute discretion, deems appropriate as follows:

- a. General property damage insuring the Sign for replacement or repair; and
- b. Public liability insurance in a sum reasonably necessary to adequately afford liability coverage for the parties.

6. **Sign Design Change** - In the event North Wildwood desires to change the design or format of the Sign during the term, North Wildwood shall provide to Licensee the detailed plans of any proposed changes and Licensee will be given the opportunity to alter its advertising so as to be compatible with the proposed changes.

7. **Damage or Destruction to Sign** - In the event of damage or destruction to the Sign, North Wildwood may elect to repair or replace the Sign, but shall not be required to repair or replace the Sign. As to those periods of time when the Sign is not functional, North Wildwood shall refund to Licensee a pro-rated portion of the licensing fee paid by Licensee in consideration of this Agreement.

8. **Licensee's Representations and Warranties** - Licensee represents and warrants to North Wildwood as follows:

- a. It has the full power, authority and legal right to enter into, execute and perform its obligations pursuant to the terms and conditions of this Agreement and the execution and delivery of this Agreement requires no further action or approval in order to make this Agreement a binding and enforceable obligation of it.
- b. The execution and delivery of this Agreement and the consummation of the transaction contemplated hereby including compliance with the terms

and conditions hereof will not conflict with, or result in any breach of any ordinance, statute or regulation, any other applicable law, judgment, order, writ, injunction, decree, rule or regulation from any court, administrative agency or other government authority for which Licensee may be bound, by which the conflict or breach of which would adversely affect Licensee's ability to consummate the transaction contemplated by this Agreement.

- c. There is no action, suit or proceeding pending or, to the knowledge of Licensee, threatened against it which would in any manner impair its ability to comply with the terms and conditions of this Agreement.

9. **Indemnification** -

- a. The parties shall defend, indemnify and hold each other and their respective officers, directors, employees, elected officials, affiliates, assigns, agents, and successors harmless from all actions, claims, demands, damages, losses, liabilities or expenses, including reasonable attorney's fees and the reasonable costs of any litigation proceedings, arising out of claims, actions, or proceedings from each other's negligence and/or intentional conduct in performing the terms and conditions of this Agreement.
- b. Licensee shall defend, indemnify and hold harmless North Wildwood and its elected officials, employees, successors and assigns from all actions, claims, demands, damages, losses, liabilities or expenses including reasonable attorney's fees and reasonable costs of legal proceedings from or arising out of claims, actions or proceedings from or in connection with:
  - i. the character, contents or subject matter of the advertising copy that Licensee requests to be placed on the Sign; and
  - ii. legal competition or trade practices, infringement of trademarks, trade names or titles or any violation of rights of privacy or infringement of copyrights, proprietary rights or intellectual property rights.

10. **Oral Agreements** - It is agreed and understand that no oral order, objection, claim or notice by any party to the other shall affect or modify any of the terms or obligations contained in this Agreement and none of the provisions of this Agreement shall be held to be waived or modified by reason of any act whatsoever other than by a specifically agreed upon waiver or modification thereof in writing and, in the absence thereof, no evidence shall be introduced in any proceeding of any other waiver or modification.

11. **Governing Law** - This Agreement and the performance thereof shall be governed, interpreted, construed and regulated by the laws of the State of New Jersey and all actions, suits and litigation arising under the terms of this Agreement to which North Wildwood is made a party shall be litigated in the Superior Court of New Jersey, Cape May County. Notwithstanding the foregoing, however, nothing in this paragraph shall be interpreted as a waiver by North Wildwood of the right to remove any litigation to the United States District Court of New Jersey in the event that grounds for such removal exists.

12. **No Assignment** - This Agreement may not be sold, assigned or transferred without the prior written consent of North Wildwood.

13. **Legal Address and Written Notices** - All notices shall be given in writing and shall be delivered personally or by certified mail, return-receipt requested as follows:

- a. If to North Wildwood, address to: City Clerk, City of North Wildwood, 901 Atlantic Avenue, North Wildwood, New Jersey, 08260.
- b. If to Licensee, address as listed upon the first page of this license.

14. **General Provisions** -

- a. The captions appearing in this Agreement are inserted and are included solely for convenience and shall not be considered or given effect in construing this Agreement, or its provisions, in connection with the duties, obligations or liabilities of the parties or in ascertaining intent, if a question of intent arises.
- b. If any term or provision of this Agreement, or any application thereof to any person or circumstance shall to any extent be invalid or unenforceable then the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those to which it is held invalid or unenforceable, shall not be affected thereby, and the balance of the terms and provisions of this Agreement shall be valid and enforceable to the fullest extent permitted by law.
- c. All personal pronouns used in this Agreement shall include the other gender when used in the masculine or feminine or neuter gender and the singular shall include the plural whenever and as often as may be appropriate.
- d. This Agreement is not to be construed for or against either party by virtue of the fact that such party or its counsel prepared this Agreement.

- e. This Agreement may be executed in any number of multiple counterparts, including counterparts transmitted by email or facsimile, any one of which shall constitute an original Agreement. When counterparts or facsimile copies have been executed by all parties, they shall have the same effect as if the signatures to each counterpart or copy are upon the same document and copies of such documents shall be deemed valid as originals. The parties agree that all such signatures may be transferred to a single document upon the request of any party.

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

Licensor:

Witnessed or Attested by:

CITY OF NORTH WILDWOOD

\_\_\_\_\_  
W. Scott Jett, City Clerk

\_\_\_\_\_  
Patrick Rosenello, Mayor (L.S.)

Licensee:

\_\_\_\_\_  
Witness

\_\_\_\_\_  
(L.S.)

\_\_\_\_\_  
Witness

\_\_\_\_\_  
(L.S.)







## LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

State of New Jersey, County of Cape May

I am a Notary Public in and for the State of New Jersey, an officer authorized to take acknowledgements and proofs in this State. I sign this acknowledgment below to certify that it was made before me.

On \_\_\_\_\_, 2016, \_\_\_\_\_,  
personally came before me, and this person acknowledged under oath, to my satisfaction,  
that:

- a) this person (s) is/are members of \_\_\_\_\_ ,  
L.L.C. the limited liability company named in this instrument;
- b) this instrument was signed and delivered by the company as its voluntary  
act duly authorized by a proper Resolution of its members;
- c) this person knows the proper seal of the company, which was affixed to  
this instrument;
- d) this person signed this proof to attest to the truth of these facts; and

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Notary Public of New Jersey  
My Commission Expires: