

**TOWNSHIP OF TEANECK**  
**BERGEN COUNTY, NEW JERSEY**

**NOTICE TO BIDDERS**

**FOR THE**

**LEASE OF PROPERTY FOR OUTDOOR ADVERTISING  
STRUCTURES**

PLEASE TAKE NOTICE that Sealed bids for the lease of one location upon a portion of premises owned by the Township of Teaneck located along State Highway Route 4 and known and designated as Block 6002, Lot 10 as shown on the Tax map of the Township of Teaneck will be received, opened and read in public by the Township Purchasing Agent in the Municipal Building Council Chambers, 818 Teaneck Road, Teaneck New Jersey 07666 on **June 16th , 2015** at **1:00 P.M.** prevailing time, or as soon thereafter as the matter can be reached, for the purpose of erecting, constructing, installing, operating, servicing, maintaining and removing one double sided off-premises advertising sign upon the location, including supporting structures, illumination facilities and connections, back-up panels, service ladders and other appurtenances and ancillary equipment (the "Sign Structures), for an initial lease term of either ten (10) years, fifteen (15) years or twenty (20) years, as determined by the Township of Teaneck, with an optional ten year renewal period. There shall be a minimum base rent bid of \$100,000.00 per year required. In addition, bidders are requested to submit bids for both a double sided digital sign structure or a double sided sign structure having a digital sign facing westbound traffic and a static sign facing eastbound traffic.

Only one double sided Sign Structure shall be permitted to be built on the location offered for lease.

The lease will allow for the erecting, constructing, installing, operating, servicing, maintaining and removing of the Sign Structures as detailed in the Specifications and Lease documents. Copies of the Specifications and Lease documents are on file and may be obtained between the hours of 8:30 a.m. and 4:30 p.m. daily except Saturdays, Sundays, and Holidays beginning on May 17th, 2015 in the office of the Township's Purchasing Agent, Kevin J. Lynch, located at 818 Teaneck Road, Teaneck, New Jersey and will be furnished to prospective bidders upon request.

Bidders may contact the Township's Purchasing Agent, Kevin J. Lynch, by phone at 201-837-1600, ext. 1301 or via e-mail at [klynch@teanecknj.gov](mailto:klynch@teanecknj.gov) with any questions concerning the bid.

Proposals shall be made on the forms provided and made a part of the Lease Documents.

Each bid must be accompanied by a certified check, cashier's check, or bid bond made payable to the Township of Teaneck in the amount of 10% of the base rent bid for a 20 year term of the Lease. Cash will not be accepted. This amount cannot exceed \$ 20,000.00.

Each bid must be accompanied by a **Consent of Surety** from an approved surety company stating it will provide a **Performance Bond** for the full amount of the base rent bid for a 20 year term of the Lease. This surety company must be insured and licensed to conduct business in the State of New Jersey, as required by N.J.S.A. 2A:44-143&144 as listed in the current NJ approved Sureties as of the date for receipt of bids for the particular project. The current approved listing can be found on [www.nj.gov/dobi.htm](http://www.nj.gov/dobi.htm)

Proposals must be submitted on forms provided by the Township of Teaneck and placed in a sealed envelope bearing the name of the bidder, and clearly marked, "Bid for Lease of Property for Outdoor Advertising Structures ENCLOSED --DO NOT OPEN" in the lower left corner.

Proposals shall be forwarded to the Township Purchasing Agent by mail, messenger, courier, overnight services or by hand delivery at the Township of Teaneck Municipal Building, 818 Teaneck Road, Teaneck, New Jersey 07666 c/o the Township Clerk. The Township of Teaneck assumes no responsibility for bids returned by mail.

Bidders are required to comply with the requirements of N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27.

The Township of Teaneck reserves the right to reject any and all proposals or to waive any minor informalities or irregularities in the proposal received and to accept the proposal(s) which is in the best interest of the Township of Teaneck.

By Order of the Township of Teaneck.

Kevin J. Lynch, M.B.A., Q.P.A.

Teaneck Purchasing Agent

INSTRUCTIONS TO BIDDERS

**A. AUTHORIZATION AND PURPOSE**

The purpose of this request for bids is to invite bids from qualified parties for entrance into a long-term lease agreement with the Township of Teaneck for the construction, installation, servicing, operation, maintenance and removal of one double-sided outdoor advertising sign structures, including supporting structures, illumination facilities and connections, back-up panels, service ladders and other appurtenances and ancillary equipment to be located at a location upon a portion of municipally-owned property within the Township along the State Highway Route 4. The successful bidder will be required to enter into a lease agreement with the Township of Teaneck for an initial lease term of either 10 years, 15 years or 20 years, as may be determined by the Township Council, together with an option to renew for an additional ten year period

The location is adjacent to State Highway Route 4. Each bidder shall submit a bid for the lease of said location for the for the purpose of erecting, constructing, installing, operating, servicing, maintaining and removing one double-sided advertising signs, including supporting structures, illumination facilities and connections, back-up panels, service ladders and other appurtenances and ancillary equipment (the "Sign Structures"). Only one Sign Structure may be built on the location selected by the proposer.

**B. LOCATIONS**

The Township has identified the following location (set forth below) as being appropriate for the construction and operation of such outdoor advertising structures (the "Locations") located within a portion of Township owned property known and designated as Block 6002, Lot 10.

LOCATION

<b>Location</b>	Portion of Block 6002, Lot 10
Address	Beginning at the point of the intersection of Lot 8 in Block 6002 with the easterly sideline of Lot 10 in Block 6002 and proceeding southerly along said easterly sideline of Lot 10 until its intersection with the right-of-way line of State Highway Route 4; thence westerly along said right-of-way line of State Highway Route 4 a distance of 200 feet, thence northerly parallel to the easterly sideline of Lot 10 a distance of approximately 126 ± feet to the southerly sideline of Lot 9 in Block 6002, thence easterly along the southerly sideline of lots 9 and 8 in Block 6002 to the point and place of

	beginning

**C. BID FORM**

1. Sealed bids shall be received in accordance with Public Advertisement as required by law; a copy of said notice attached hereto and made part of these specifications.

2. Each bid is to be submitted on the proposal form attached, in a sealed envelope bearing the name and address of the bidder, addressed to the Township Purchasing Agent, Municipal Building, 818 Teaneck Rd., Teaneck, New Jersey 07666, c/o the Township Clerk with the caption:

"Bid for Lease of Property for Outdoor Advertising Structure ENCLOSED --DO NOT OPEN"

3. Bids on forms other than provided herewith can be rejected.

4. Proposals can be forwarded many ways as detailed in our Notice to Bidders, but the Township will not assume responsibility to see that bids are presented to the Purchasing Agent on the hour at the place designated. It is the bidder's responsibility to see that bids are presented to the Township of Teaneck on the hour and at the place designated. Bids received after the designated time and date will be returned unopened.

5. Sealed bids forwarded to the Township of Teaneck before the time of opening of bids may be withdrawn upon written application of the bidder who shall be required to produce evidence showing that the individual is or represents the principal or principals involved in the bid.

6. All prices and amounts must be written in ink or preferably typewritten. Bids containing any conditions, omissions, unexplained erasures or alterations, items not called for in the bid proposal form or irregularities of any kind may be rejected by the Township of Teaneck. Any changes, white-outs, strike-outs, etc. on the proposal page must be initialed in ink by the person responsible for signing the bid.

7. Each bid proposal form must give the full business address of the bidder and be signed by an authorized representative. Bids by partnerships must be signed in the partnership name by one of the members of the partnership or by an authorized representative, followed by the signature and designation of the person signing. Bids by corporations must be signed in the legal name of the corporation and must contain the signature and designation of the person authorized to bind the corporation in the matter. When requested, satisfactory evidence of the authority of the officer signing shall be furnished.

**D. PROPOSAL GUARANTEE**

1. Each bid must be accompanied by a certified check, cashier's check, or bid bond made payable to the Township of Teaneck in the amount of 10% of the base rent bid for a 20 year term of the Lease. Cash will not be accepted. This amount cannot exceed \$ 20,000.00.

2. Each bid must be accompanied by a **Consent of Surety** from an approved surety company stating it will provide a **Performance Bond** for the full amount of the base rent bid for a 20 year term of the Lease. This surety company must be insured and licensed to conduct business in the State of New Jersey, as required by N.J.S.A. 2A:44-143&144 as listed in the current NJ approved Sureties as of the date for receipt of bids for the particular project. The current approved listing can be found on [www.nj.gov/dobi.htm](http://www.nj.gov/dobi.htm)

#### E. STATE LAW REQUIREMENTS

1. Bidder must submit with the bid a properly executed Stock Holder Disclosure Certification. Form is provided within the specifications.

2. Bidders are required to comply with the requirements of N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27 concerning Affirmative Action. The requirements are enclosed in these specifications.

3. Bidders are required to comply with provisions of American with Disabilities Act of 1990. The requirements are enclosed in these specifications.

4. Bidders are required to submit a copy of their New Jersey Business Registration Certificate with the bid, or prior to award, and the New Jersey Business Registration Certificate of any of their sub-contractors for this project.

5. Bidders must execute, complete and return with the bid, The Disclosure of Investment Activities in Iran Form enclosed in these specifications.

#### F. TAX EXEMPT

All prices quoted on the bid form shall be exclusive of all Federal Excise Tax and New Jersey Sales Tax. The registered Federal Excise Tax number for the Township of Teaneck is 340998. The Township is exempt from paying Sales Tax under Section 8A of N.J.P.L. 1966 chapter 30 Sales Tax Act.

#### G. MANUFACTURED GOODS- PREFERENCE FOR DOMESTIC PRODUCTS

Whenever available, manufactured goods of the United States must be used in the work subject to this contract, pursuant to 40A:11-18 of the revised Statutes of the State of New Jersey.

#### H. FORM OF LEASE

The successful bidder shall enter into the form of Lease set forth within these specifications.

#### I. APPROVAL REQUIREMENTS

The Township of Teaneck reserves the right to reject any and all proposals or to waive any minor informalities or irregularities in the proposal received and to accept the proposal(s) which is in the best interest of the Township of Teaneck.

## J. STATEMENT OF QUALIFICATIONS

All bidders shall submit a statement of qualifications demonstrating through the submission of verifiable citations of completed past projects (performed either directly, by contractors or by members of the bidder's team) and the bidder's experience in the following areas:

1. Ability to finance and manage transactions of a similar scope and magnitude and description/overview of general corporate or company financial background;
2. Years and details of experience in the construction and maintenance of billboards;
3. Years and details of experience in the sale of out-of home advertising

Qualification requirements may be satisfied by a corporate experience or by the experience of individual employees, consultants or representatives of the bidder and its team.

The Statement of Qualifications shall be considered by the Township in its determination as to the award of the bid.

## K. ASSIGNMENT, TRANSFER, CONVEY, SUBLET OR DISPOSAL OF CONTRACT

The bidder shall not assign, transfer, convey, subject, or otherwise dispose of this lease agreement or any part thereof to anyone without the written consent of the Township of Teaneck.

## L. FINANCIAL STATEMENT (deleted)

## M. MUNICIPAL REQUIREMENTS

Bidders must submit with the bid, a properly executed Non-Collusion Affidavit. Form is included in these specifications.

Bidders must submit with the bid a properly executed Township Business Entity Disclosure Certification form. Form is included in these specifications.

## N. PERMITS AND APPROVALS

All successful bidders shall submit their plans for construction of the outdoor advertising sign to the Township of Teaneck Construction Official and shall be responsible for and shall diligently pursue the obtaining of any and all necessary permits, approvals, waiver or local board review, including but not limited to pursuit of a State House Commission Waiver pursuant to N.J.A.C. 16:41C-5.1 and a public hearing pursuant to N.J.S.A. 40:55D-31.

## O. QUESTIONS CONCERNING SPECIFICATIONS

Any questions concerning these specifications must be addressed in writing to the Teaneck Purchasing Agent, Municipal Building, 818 Teaneck Road, Teaneck, New Jersey 07666. They may also be faxed to the Township Purchasing Agent at 201-837-5212 or e-mailed at [klynch@teanecknj.gov](mailto:klynch@teanecknj.gov).

P. BASIS FOR THE AWARD OF THE LEASE

1. The Lease shall be awarded on the basis of the highest responsible and responsive bid received, provided that the Township of Teaneck reserves the right to reject all bids.
2. Acceptance or rejection of the bid or bids shall be made not later than at the second regular meeting of the Township Council following the completion of the bidding.

Q. INSURANCE

The successful bidder shall maintain the following insurance coverage in companies acceptable to the Township of Teaneck, which will protect him from claims for damages which may arise from operations under this contract, whether such operations be by himself or by any subcontractor or anyone directly or indirectly employed by either of them:

Workers Compensation - statutory limit; an Employer's Liability Insurance limit of not less than \$ 1,000,000.00. The policy to include a provision that the insurer agrees to waive all right of subrogation against the Township of Teaneck, its employees or agents;

Comprehensive automobile liability coverage for protection against all claims for injury to any and all persons and damage to property of others arising from the use of each automobile, truck, vehicle, or other equipment used in the performance of the within Contract. The liability limits shall not be less than the following: 1) Bodily Injury- \$ 1,000,000.00 per Person; 2) Property Damage- \$ 1,000,000.00 each occurrence; or 3) a combined single limit of \$ 1,000,000.00.

Comprehensive General Liability (Occurrence Form) Coverage for protection against all claims arising from injuries to any or all persons (including death resulting there from) and damage to property (including loss of use thereof) arising out of any act or omission of the Contractor, his agents and employees. The limits of liability shall not be less than \$ 1,000,000.00 each occurrence and aggregate where applicable.

All of the aforementioned policies with the exception of Workers Compensation shall name the Township as an additional insured, and copies of such policies or certificate of insurance shall be delivered to the Township as a pre-condition to commencement of the furnishing of work, labor or services hereunder.

R. INSPECTION

Bidders may contact the Township of Teaneck to arrange for inspection of the site and to satisfy themselves of its suitability for its proposed use. Bidders may contact the Township of Teaneck to arrange for inspection of the site and to satisfy themselves of its suitability for its proposed use.

S. COMPLIANCE WITH THE REQUIREMENTS OF ORDINANCE 4-2015

The proposed Sign Structures shall be constructed in compliance with the requirements of Ordinance No. 4-2015 adopted April 21, 2015.

T. MINIMUM RENT

Bids shall be submitted for the annual base rent for the first year of the Term of the Lease, which shall not be less than \$100,000.00, to be paid in equal monthly installments. Rent shall thereafter be increased in each year of the Term by an amount equal to the percentage increase in the Consumer Price Index (the "CPI") applicable to the New York/Northeastern New Jersey region on each anniversary of the commencement date of the Lease over the term of the Lease, or three (3%) percent per year above the rent in effect for the prior year, whichever is greater.

U. LIMITATION UPON ADVERTISEMENTS

No advertisement located at either location shall be displayed or maintained that falls within one or more of the following categories:

1. The advertisement proposes a commercial transaction and the advertisement or information contained in it is false, misleading or deceptive.
2. The advertisement or information contained in it promotes unlawful or illegal goods, services or activities.
3. The advertisement or information contained therein declares or implies an endorsement by the Township of Teaneck of any service, product or point of view without the prior written authorization of the Township of Teaneck.
4. The advertisement contains obscene material as defined in N.J.S.A. 2C:34-3, as such definition may be amended, modified or supplemented from time to time.
5. The advertisement portrays graphic violence.
6. The advertisement displays weapons that appear to be aimed or pointed at the viewer or observer in a menacing manner.
7. The advertisement proposes the use of or promotes tobacco or tobacco-related products.



**BID PROPOSAL FORM**

FOR

**LEASE OF REAL PROPERTY OWNED BY THE TOWNSHIP OF TEANECK  
FOR THE CONSTRUCTION, INSTALLATION, OPERATION, SERVICING, MAINTENANCE  
AND REMOVAL OF OUTDOOR ADVERTISING SIGN STRUCTURES**

\_\_\_\_\_  
(Bidder's Name)

submits a binding bid for the Lease of the location specified in the specifications for the construction, installation, operation, servicing, maintenance and removal of Sign Structures with consideration and rent payment to the Township for the initial year of the term of the Lease as follows:

PART A: one double-sided sign structure with a digital sign facing both eastbound and westbound traffic

Option 1: Initial Term of 10 years with an option to renew for an additional ten year period

**BASE RENT** \* in the amount of \_\_\_\_\_ Dollars  
(\$ \_\_\_\_\_) for the Initial Lease Year

Total Rent per Term of Lease: Base Rent \* \$ \_\_\_\_\_ x 10 = \$ \_\_\_\_\_

\* as may be increased as provided in the bid specifications, payable to the Township in equal monthly installments.

Option 2: Initial Term of 15 years with an option to renew for an additional ten year period

**BASE RENT** \* in the amount of \_\_\_\_\_ Dollars  
(\$ \_\_\_\_\_) for the Initial Lease Year

Total Rent per Term of Lease: Base Rent \* \$ \_\_\_\_\_ x 15 = \$ \_\_\_\_\_

\* as may be increased as provided in the bid specifications, payable to the Township in equal monthly installments.

Option 3: Initial Term of 20 years with an option to renew for an additional ten year period

**BASE RENT** \* in the amount of \_\_\_\_\_ Dollars  
(\$ \_\_\_\_\_) for the Initial Lease Year

Total Rent per Term of Lease: Base Rent \* \$ \_\_\_\_\_ x 20 = \$ \_\_\_\_\_

\* as may be increased as provided in the bid specifications, payable to the Township in equal monthly installments.

PART B: one double-sided sign structure with a digital sign facing westbound traffic and a static sign facing eastbound traffic

Option 1: Initial Term of 10 years with an option to renew for an additional ten year period

**BASE RENT** \* in the amount of \_\_\_\_\_ Dollars  
(\$ \_\_\_\_\_) for the Initial Lease Year

Total Rent per Term of Lease: Base Rent \* \$ \_\_\_\_\_ x 10 = \$ \_\_\_\_\_

\* as may be increased as provided in the bid specifications, payable to the Township in equal monthly installments.

Option 2: Initial Term of 15 years with an option to renew for an additional ten year period

**BASE RENT** \* in the amount of \_\_\_\_\_ Dollars  
(\$ \_\_\_\_\_) for the Initial Lease Year

Total Rent per Term of Lease: Base Rent \* \$ \_\_\_\_\_ x 15 = \$ \_\_\_\_\_

\* as may be increased as provided in the bid specifications, payable to the Township in equal monthly installments.

Option 3: Initial Term of 20 years with an option to renew for an additional ten year period

**BASE RENT** \* in the amount of \_\_\_\_\_ Dollars  
(\$ \_\_\_\_\_) for the Initial Lease Year

Total Rent per Term of Lease: Base Rent \* \$ \_\_\_\_\_ x 20 = \$ \_\_\_\_\_

\* as may be increased as provided in the bid specifications, payable to the Township in equal monthly installments.

Signed by Authorizing Person for Bidding Company \_\_\_\_\_

Typed \_\_\_\_\_  
(Name) (Position)

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

Typed \_\_\_\_\_  
(Name) (Position or Notary)

**LEASE**

THIS LEASE (“Lease”) made this \_\_\_\_\_ day of \_\_\_\_\_, 2015 (the “Effective Date”), by and between the Township of Teaneck, 818 Teaneck Road, Teaneck, New Jersey 07666 (“Landlord”) and \_\_\_\_\_, New Jersey \_\_\_\_\_ (“Tenant”)

**WITNESSETH**

**1. LEASED LOCATIONS**

Landlord is the owner of certain real property located along State Highway Route 4 in Teaneck, N. J. known and designated as Block 6002, Lot 10 as shown on the Tax Map of the Township of Teaneck. The Landlord is offering for Lease of portion of said premises consisting of the following location (the “Property”):

<b>Location</b>	<b>Portion of Block 6002, Lot 10</b>
Address	Beginning at the point of the intersection of Lot 8 in Block 6002 with the easterly sideline of Lot 10 in Block 6002 and proceeding southerly along said easterly sideline of Lot 10 until its intersection with the right-of-way line of State Highway Route 4; thence westerly along said right-of-way line of State Highway Route 4 a distance of 200 feet, thence northerly parallel to the easterly sideline of Lot 10 a distance of approximately 126 ± feet to the southerly sideline of Lot 9 in Block 6002, thence easterly along the southerly sideline of lots 9 and 8 in Block 6002 to the point and place of beginning

2. **PURPOSE**

The sole purpose for which the aforesaid property is offered for lease is the construction, installation, servicing, operation, maintenance and removal of one double-sided outdoor advertising sign structure, including supporting structures, illumination facilities and connections, back-up panels, service ladders and other appurtenances and ancillary equipment (the "Sign Structures"). Only one Sign Structure may be built on the location. The proposed Sign Structures shall be constructed in compliance with the requirements of Ordinance No. 4-2015 adopted April 21, 2015.

3. **LEASED PREMISES**

Landlord hereby grants to Tenant the exclusive use of a portion of the aforesaid Property (with free access over and across same) for the purpose of erecting, constructing, installing, placing, operating, maintaining, servicing, relocating and removing one (1) double-sided advertising sign on the Property, including supporting structures, illumination facilities and connections, back-up panels, service ladders and other appurtenances and ancillary equipment (collectively, the "Sign Structures") including the area where the supporting structure of the Sign Structures shall be affixed to the Property, the area surrounding each Sign Structure and the airspace above the same, (collectively, the "Leased Premises"), pursuant to the terms and conditions hereinafter set forth in this Lease.

The Sign Structure shall be an industry standard single pole sign constructed at a maximum height of 65 feet from ground level, provided that the top of the Sign Structure shall not exceed 35 feet above the grade of the road bed of State Highway Route 4 adjacent to said location and each sign face on the Sign Structures shall not exceed a size of 672 square feet, a height of 14 feet or a width of 48 feet.

The Sign Structure shall either have (1) a double sided digital sign or (2) a digital sign facing westbound traffic and a static sign facing eastbound traffic, depending on the option selected by the Township of Teaneck in its resolution awarding the bid.

4. **TERM**

The initial term of this Lease shall be for a period of either ten (10) year, fifteen (15) years or twenty (20) years (the "Term"), as may be determined by the Township of Teaneck in its resolution awarding the bid, commencing on the first day of the month following the month in which the contingencies set forth in Paragraph 5 below are satisfied or a date six months following the award of this Lease by the Landlord (unless both the Landlord and Tenant mutually agree upon a later date), whichever is earlier (the "Commencement Date"). The Tenant shall have the option to renew said Lease for an additional period of ten years. Each full twelve month period of the Lease immediately following the Commencement Date is hereinafter referred to as a "Lease Year".

5. **LEASE CONTINGENCY**

This Lease is expressly contingent on Tenant, obtaining all necessary state, governmental, utility and other approvals and permits for the Sign Structure, including without limitation, a State House Commission Waiver pursuant to N.J.A.C. 16:41C-5.1 (collectively, the "Permits"). Landlord is responsible for making all necessary applications and pursuing the same in good faith to obtain the necessary Permits. Landlord shall assist and cooperate with Tenant in obtaining the Permits. To the extent local zoning review is required pursuant to N.J.S.A. 40:55D-31 or otherwise in connection with the construction and utilization of Sign Structure, Tenant is responsible for proceeding with such review in good faith. If any Permit cannot be obtained by Tenant within six months of the award of this Lease by the Landlord, or such later date as both the Landlord and the Tenant may agree, this Lease shall be null and void and of no further force and effect.

## **6. RENT**

During the Term of the Lease, Tenant shall pay to Landlord as "Base Rent" the amount of \$\_\_\_\_\_ (\_\_\_\_\_ Dollars) per Lease Year, payable in equal monthly installments beginning on the Commencement Date. The Base Rent shall thereafter be increased in each Lease Year during the Initial Term of the Lease, and any renewal period, by an amount equal to the percentage increase in the Consumer Price Index (the "CPI") applicable to the New York/Northeastern New Jersey region, or three (3%) percent per year above the rent in effect for the prior Lease Year, whichever is greater.

All Rent payable to Landlord shall be delivered to the address set forth in Section 23 hereof.

## **7. INSTALLATION OF EQUIPMENT / IMPROVEMENTS**

Tenant shall erect, construct, install, maintain, service, operate and remove the Sign Structure in accordance with site standards, state statutes, ordinances, rules and regulations now in effect.

It is the understanding of the parties that visibility of the Sign Structure to the traveling public is the essence of this Lease. Landlord grants to Tenant the right, at Tenant's expense, to trim, cut, or to remove any brush, trees, shrubs, vegetation, growth or obstruction (collectively, the "Obstructions"), on the Property that hinders, impairs or in any way limits the visibility of the Sign Structure. Tenant shall pursue and obtain any vegetation control permit from the NJDOT, a tree removal permit from the Township of Teaneck, and such other permits and approvals from public or private entities as Tenant may require to facilitate the trimming, cutting and/or removal of the Obstructions.

Tenant may, at its expense, make any improvements on and to the Leased Premises as it deems necessary or desirable from time to time for the operation of the Sign Structure and may place any incidental and ancillary equipment upon each Sign Structure.

The Sign Structure and all sign(s), structure(s), improvements and appurtenances thereto placed on the Leased premises by or for Tenant are, and shall remain, the property of Tenant and may be removed by Tenant at any time during the Lease and not more than sixty (60) days after the expiration or the earlier termination of the Term of this Lease (the "Removal Period"). At Tenant's sole discretion, if Tenant removes its Sign Structures, only the above grade portions of said Sign Structures shall be removed. The future existence of below grade improvements shall

not constitute continued occupancy of the Leased Premises by Tenant. Landlord shall continue to provide Tenant with full access, ingress and egress to the Leased Premises during the Removal Period. Tenant agrees to remove its Sign Structures and restore the remainder of the Leased Premises to a condition comparable to that which existed prior to the construction of the Sign Structures, save and except for normal wear and tear.

**8. ACCESS TO SITE(S)**

Upon the Effective Date of this Lease, Tenant shall be granted reasonable access to the Locations to determine suitability for the Advertising Uses and to perform appropriate engineering and boundary surveys, inspections, soil test borings, other reasonably necessary tests it deems appropriate in connection with the construction of the Advertising Uses.

Upon commencement of the Term, Tenant shall be granted unrestricted 24 hour / 7 day a week access, including the right to vehicular and pedestrian ingress and egress, to the Leased Premises. Landlord further grants Tenant and its contractors and representatives the right of ingress and egress over and through the Locations and the adjacent or contiguous properties, if owned by Landlord, in order to erect and/or service said outdoor Advertising Uses on the Leased Premises or otherwise enjoy and facilitate Tenant's Advertising Uses.

Landlord shall have access to the Leased Premises upon 48 hour advanced notice to Tenant to allow Tenant the opportunity to provide supervision should it so desire.

**9. TENANT'S RIGHT OF TERMINATION**

In the event that (a) Tenant is unable to secure or maintain any required permit or license from any appropriate governmental authority; (b) federal, state or local statute, ordinance regulation or other governmental action precludes or materially limits use of the Leased Premises for outdoor advertising purposes beyond that set forth in Ordinance 4-2015 (c) there occurs a diversion of traffic from, or a change in the direction of, traffic past the Sign Structure(s); or (d) Tenant is prevented from maintaining electrical power to the Leased Premises or illuminating its Sign Structure(s) for a continuous period in excess of 60 days; Tenant shall have the right to terminate this Lease upon thirty (30) days notice in writing to Landlord and Landlord shall refund to Tenant any Rent unearned payment paid in advance for the remainder of the unexpired Term.

**10. UTILITIES**

Tenant has the right to illuminate and supply electricity to the Sign Structures at its discretion and at Tenant's expense, and may run any wires or cables above or below ground (under, through, or over other properties owned by Landlord or subject to easements owned by or benefiting Landlord) to the point of connection of utility lines as designated by the relevant utility company. Landlord agrees that electric meters may be placed at any point on the Leased Premises designated by the relevant utility company and Landlord shall provide any necessary authorization or approval if required by such company for installation of such meters and lines.

Tenant shall pay for all electricity utilities consumed by the Sign Structures.

**11. ASSIGNMENT, TRANSFER, CONVEY, SUBLET OR DISPOSAL OF CONTRACT**

The bidder shall not assign, transfer, convey, subject, or otherwise dispose of this lease agreement or any part thereof to anyone without the written consent of the Township of Teaneck.

**12. INDEMNITY**

Tenant and Landlord each indemnifies the other against and holds the other harmless from any and all costs (including reasonable attorneys' fees) and claims of liability or loss which arise out of the breach of any representation, warranty or obligation of the indemnifying party under this Lease. This indemnity shall not include claims arising from or in connection with the negligence or intentional misconduct of the indemnified party. The indemnity obligations under this Section 10 will survive termination of this Lease.

**13. DEFAULT AND LANDLORD'S REMEDIES**

If either party is in default under this Lease for a period of 30 days following receipt of written notice of the default from the non-defaulting party, the non-defaulting party may pursue any remedies available to it against the defaulting party at law and in equity, including, but not limited to, the right to terminate this Lease if the default is not timely cured. If a non-monetary default cannot reasonably be cured within a 30-day period, this Lease shall not be terminated if the defaulting party commences action to cure the default within the 30-day period and proceeds with due diligence to fully cure the default within a reasonable period of time thereafter.

**14. WARRANTIES**

Landlord covenants and warrants that it is the owner the Properties and the Leased Premises as described in Exhibit A. If any encumbrances, covenants, restrictions or other legal arrangements or actions in any way prevent the Tenant from accessing, viewing, erecting and/or servicing the Sign Structure(s) or otherwise enjoying the Sign Structure(s), Tenant may terminate this Lease. Landlord covenants and warrants that, if Tenant is in compliance with its obligations under this Lease, Tenant's peaceable and quiet enjoyment of the Leased Premises shall not be disturbed by any party in any way.

Landlord agrees not to cause or permit any outdoor advertising sign other than those in existence at the time of the execution of this Lease or those constructed by Tenant pursuant to the terms herein to be placed on the Properties or upon any other property owned and controlled by the Landlord within a radius of 1000' of the Properties without prior written consent from the Tenant. It is the understanding of the parties that undistracted and unobstructed visibility of the Sign Structures to the traveling public is the essence of this Lease.

**15. INSURANCE**

During the Term of the Lease, the Tenant shall maintain the following insurance coverage in companies acceptable to the Landlord, which will protect him from claims for damages which

may arise from operations under this contract, whether such operations be by himself or by any subcontractor or anyone directly or indirectly employed by either of them:

Workers Compensation - statutory limit; an Employer's Liability Insurance limit of not less than \$ 1,000,000.00. The policy to include a provision that the insurer agrees to waive all right of subrogation against the Landlord, its employees or agents;

Comprehensive automobile liability coverage for protection against all claims for injury to any and all persons and damage to property of others arising from the use of each automobile, truck, vehicle, or other equipment used in the performance of the within Contract. The liability limits shall not be less than the following: 1) Bodily Injury- \$ 1,000,000.00 per Person; 2) Property Damage- \$ 1,000,000.00 each occurrence; or 3) a combined single limit of \$ 1,000,000.00.

Comprehensive General Liability (Occurrence Form) Coverage for protection against all claims arising from injuries to any or all persons (including death resulting there from) and damage to property (including loss of use thereof) arising out of any act or omission of the Contractor, his agents and employees. The limits of liability shall not be less than \$ 1,000,000.00 each occurrence and aggregate where applicable.

All of the aforementioned policies with the exception of Workers Compensation shall name the Landlord as an additional insured, and copies of such policies or certificate of insurance shall be delivered to the Landlord as a pre-condition to commencement of the furnishing of work, labor or services hereunder.

## **16. SUBORDINATION**

This Lease and Tenant's rights hereunder shall be subject and subordinate to any mortgages on the Leased Premises only if the mortgagee ("Mortgagee") of said mortgage provides Tenant with a non-disturbance agreement which protects Tenant's rights and interest hereunder (and does not increase Tenant's obligations hereunder) so long as Tenant abides by the terms of this Lease and would agree to attorn to the Mortgagee should the Mortgagee succeed to the interest of Landlord. Landlord, Mortgagee and Tenant shall execute all paperwork reasonably acceptable to each such entity and their respective counsel and necessary to accomplish said subordination, non-disturbance and attornment within twenty (20) days after request therefor.

## **17. CONDEMNATION / EMINENT DOMAIN**

In the event that all or any part of the Leased Premises or the Properties over which Tenant has any access, ingress, egress, utility connection or other right is acquired or sought to be acquired by any entity having or delegated the power of condemnation or eminent domain, Tenant shall, at its sole discretion, be entitled to: (a) contest the acquisition or defend against the taking of Tenant's interest in same, and/or (b) if possible and subject to the reasonable consent of the Landlord, relocate Tenant's Sign Structure(s) onto any portion(s) of the Leased Premises or Property not acquired or to be acquired, provided Tenant obtains all Permits at Tenant's expense and/or (c) receive recover damages and compensation for the fair market value of its leasehold and Sign Structure(s) taken or impacted by the acquisition. The Landlord will give the Tenant prompt notice of any proceedings of this type upon learning of them, and during such period and in the event of any such takings, the Landlord will take no action or give any notice which would reduce or interfere with the right of the Tenant to maintain the Sign Structures on the Leased



Premises for any period permitted under this Lease. It is expressly understood between the parties hereto that each shall be entitled to protect its own interest without the interference of the other. Landlord agrees that it shall not act or take the position of a condemning party with regard to the Leased Premises during the course of the Term. No termination right set forth anywhere in this Lease may be exercised by Landlord if the Leased Premises or any portion thereof is taken or threatened to be taken by eminent domain, or if the Leased Premises or any portion thereof is conveyed or to be conveyed to or for the benefit of any entity having the power of eminent domain.

**18. MAINTENANCE AND REPAIRS**

Tenant shall maintain its Sign Structures in good condition and make all necessary repairs thereto. Such repairs shall be at Tenant's sole. Landlord agrees that Tenant shall have neither liability for, nor responsibility for remediation of, the presence of Hazardous Substances, Hazardous Materials, or Toxic Waste (as such terms may be defined in any applicable environmental laws) in or about the Leased Premises, except if the presence of such substances, materials or waste is solely due to Tenant's action or omission.

Tenant shall, at its own expense, maintain any equipment on or attached to the Leased Premises in a safe condition, in good repair and in a manner suitable to Landlord. Tenant shall have sole responsibility for the maintenance, repair and security of its equipment, personal property, Sign Structures, and leasehold improvements, and shall keep the same in good repair and condition during the Term.

**19. REAL ESTATE TAXES**

To the extent that any portion of the Leased Properties or the structures thereon are subject to the payment of real estate taxes during the term of the Lease, Tenant shall be solely responsible for the payment of such real estate taxes and the payment of such real estate taxes shall be deemed additional rent.

**20. SUCCESSORS AND ASSIGNS**

This Lease shall be binding upon and inure to the benefit of the parties, their respective successors, and assigns.

**21. NON-WAIVER**

Failure of Landlord or Tenant to insist on strict performance of any of the conditions, covenants, terms or provisions of this Lease or to exercise any of its rights hereunder shall not waive such rights, but either party shall have the rights to enforce such rights at any time and take such action as might be lawful or authorized hereunder, either in law or equity. The receipt of any sum paid by Tenant to Landlord after a breach of this Lease shall not be deemed a waiver of such breach unless expressly set forth in writing.

**22. MISCELLANEOUS**

A. Landlord and Tenant represent that each, respectively, has full right, power, and authority to execute this Lease.

B. This Lease constitutes the entire agreement and understanding of the parties and supersedes all offers, negotiations, and other agreements of any kind. There are no representations or understandings of any kind not set forth herein. Any modification of or amendment to this Lease must be in writing and executed by both parties.

C. If requested by Tenant, Landlord agrees promptly to execute and deliver to Landlord a recordable Memorandum of this Lease. At either party's request, the non-requesting party shall execute and provide to the requesting party an estoppel certificate which sets forth in summary the terms of this Lease.

D. Each party to this Lease shall owe the other a duty of good faith cooperation with regard to the provisions and terms of the Lease.

E. This Lease shall be construed in accordance with the laws of the State of New Jersey and any legal dispute arising from said Lease shall be heard in Superior Court, Bergen County, New Jersey and both parties agree to submit themselves to both personal jurisdiction and subject matter jurisdiction in said court.

F. If any term of this Lease is found to be void or invalid, such invalidity shall not affect the remaining terms of this Lease, which shall continue in full force and effect

**23. NOTICES**

All notices under this Lease shall be in writing and forwarded to the Landlord or Tenant at each such party's address as stated above (subject to the right of the party to designate a different address by notice properly given). Copies of said notices shall also be provided to the following locations:

For the Landlord: Township of Teaneck  
c/o Township Clerk  
818 Teaneck Road  
Teaneck, New Jersey 07666

For the Tenant:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

All notices are effective upon dispatch and must be delivered by certified mail, personal delivery or commercial courier to Landlord or Tenant at the respective addresses contained herein. Upon Landlord's receipt of any notices which Landlord has received from third parties relating to any applications or actions which have been or may be taken which may impact Tenant's Sign Structures, including, without limitation, notice of any land use applications relating to nearby properties, Landlord shall immediately provide Tenant with copies of the same. Landlord shall also notify Tenant of any change in ownership of the Leased Premises and Properties within seven (7) days of such change.

**24. COUNTERPARTS**

This Lease may be executed in counterparts, each of which shall be considered an original and when taken together shall constitute one instrument.

**25. STATE LAW REQUIREMENTS**

- a. Tenant shall comply with the requirements of N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27 concerning Affirmative Action, as annexed hereto as Schedule A.
- b. Tenant shall comply with provisions of American with Disabilities Act of 1990.

**26. LIMITATION UPON ADVERTISEMENTS**

No advertisement located at either location shall be displayed or maintained that falls within one or more of the following categories:

1. The advertisement proposes a commercial transaction and the advertisement or information contained in it is false, misleading or deceptive.
2. The advertisement or information contained in it promotes unlawful or illegal goods, services or activities.
3. The advertisement or information contained therein declares or implies an endorsement by the Township of Teaneck of any service, product or point of view without the prior written authorization of the Township of Teaneck.
4. The advertisement contains obscene material as defined in N.J.S.A. 2C:34-3, as such definition may be amended, modified or supplemented from time to time.
5. The advertisement portrays graphic violence.
6. The advertisement displays weapons that appear to be aimed or pointed at the viewer or observer in a menacing manner.
7. The advertisement proposes the use of or promotes tobacco or tobacco-related products.

[SIGNATURE PAGE TO FOLLOW]

The parties are signing this Lease as of the date stated in the introductory clause.

[LANDLORD]

BY:

---

Name:

Title:

[TENANT]

BY:

---

Name:

Title:

## EXHIBIT A

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

#### 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 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 or sex. Such action shall include, but not 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 or sex.

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 any 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, creed, color, national origin, ancestry, marital status, affectional or sexual orientation or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

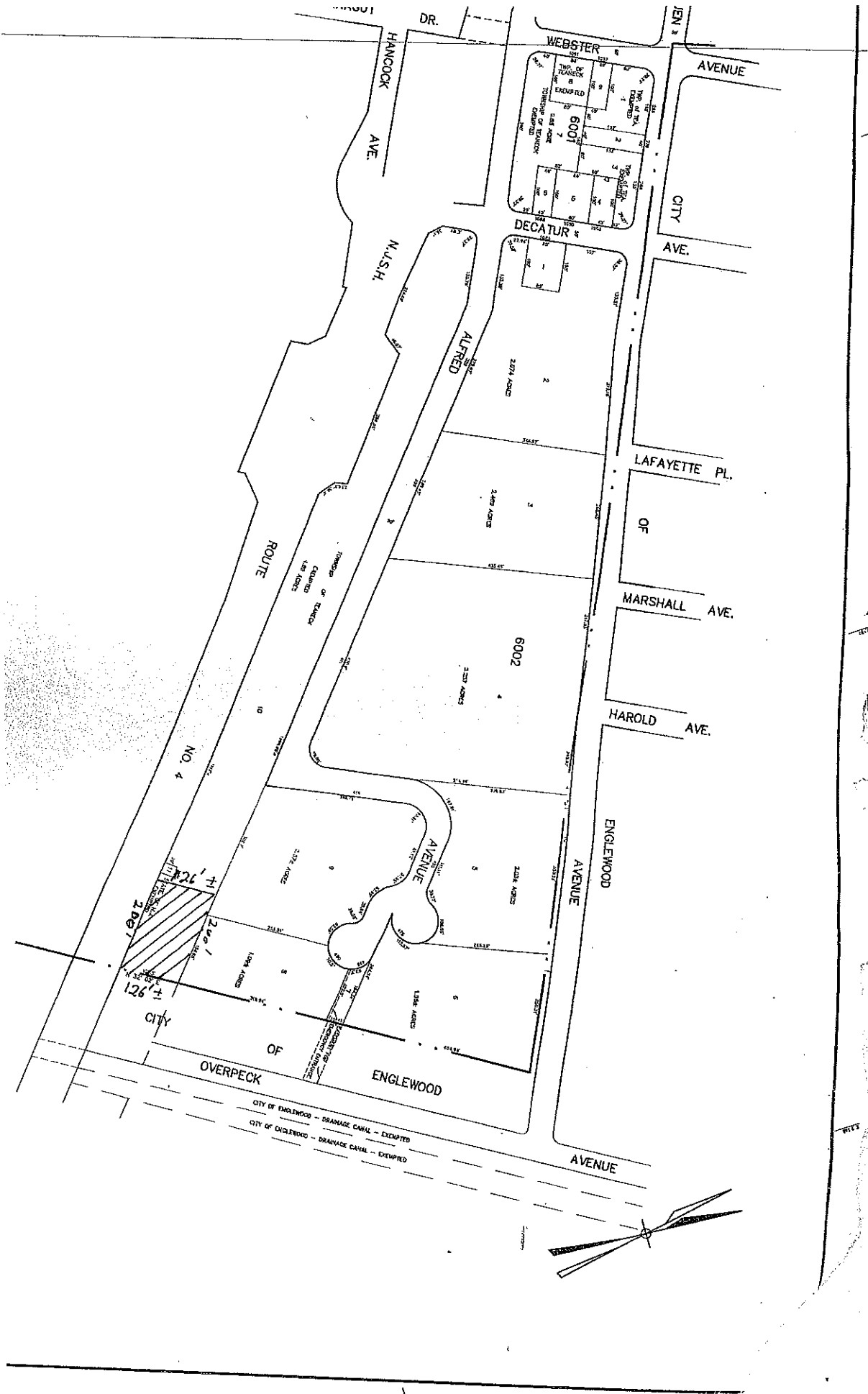
The contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personal testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the State of New Jersey and as established by applicable Federal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

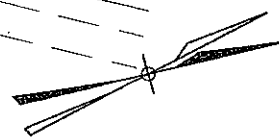
The contractor shall submit to the public agency, after notification of award but prior to execution of a goods and services contract, one of the following three documents:

Letter of Federal Affirmative Action Plan Approval  
Certificate of Employee Information Report  
Employee Information Report Form AA302

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.



CITY OF ENGLEWOOD - DRAINAGE CANAL - EXEMPTED  
 CITY OF ENGLEWOOD - DRAINAGE CANAL - EXEMPTED



**REQUIRED**  
**DOCUMENTATION**



AFFIRMATIVE ACTION COMPLIANCE NOTICE  
N.J.S.A. 10:5-31 and N.J.A.C. 17:27

GOODS AND SERVICES CONTRACTS  
(INCLUDING PROFESSIONAL SERVICES)

This form is a summary of the successful bidder's requirement to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27-1 et seq.

The successful bidder shall submit to the public agency, after notification of award but prior to execution of this contract, one of the following three documents as forms of evidence:

(a) A photocopy of a valid letter that the contractor is operating under an existing Federally approved or sanctioned affirmative action program (good for one year from the date of the letter);

OR

(b) A photocopy of a Certificate of Employee Information Report approval, issued in accordance with N.J.A.C. 17:27-4;

OR

(c) A photocopy of an Employee Information Report (Form AA302) provided by the Division and distributed to the public agency to be completed by the contractor in accordance with N.J.A.C. 17:27-4.

The successful vendor may obtain the Affirmative Action Employee Information Report (AA302) from the contracting unit during normal business hours.

The successful vendor(s) must submit the copies of the AA302 Report to the Division of Contract Compliance and Equal Employment Opportunity in Public Contracts (Division). The Public Agency copy is submitted to the public agency, and the vendor copy is retained by the vendor.

The undersigned vendor certifies that he/she is aware of the commitment to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27.1 et seq. and agrees to furnish the required forms of evidence.

The undersigned vendor further understands that his/her bid shall be rejected as non-responsive if said contractor fails to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27-1 et seq.

COMPANY: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

PRINT NAME: \_\_\_\_\_

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

DATE: \_\_\_\_\_

(REVISED 4/10)

EXHIBIT A

MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE  
N.J.S.A. 10:5-31 et seq. (P.L. 1975, C. 127)  
N.J.A.C. 17:27

GOODS, PROFESSIONAL SERVICE 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 and gender identity or expression, the contractor will ensure that equal employment opportunity is afforded to such applicants in recruitment and employment, 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 equal employment opportunity 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 subcontractor will send to each labor union, with which it has a collective bargaining agreement, a notice, to be provided by the agency contracting officer, advising the labor union of the contractor's commitments under this chapter 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 any 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 meet targeted county employment goals established in accordance with 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, and 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 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.

In conforming with the targeted 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, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, 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 [www.state.nj.us/treasury/contract\\_compliance](http://www.state.nj.us/treasury/contract_compliance))

The contractor and its subcontractors shall furnish such reports or other documents to the Division of Public Contracts Equal Employment Opportunity Compliance 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 Division of Public Contracts Equal Employment Opportunity Compliance for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code at N.J.A.C. 17:27.





**BUSINESS ENTITY DISCLOSURE CERTIFICATION**  
Required Pursuant To Ordinance No. 4029  
TOWNSHIP OF TEANECK

The following is the text of the Public Contract Reform Ordinance of the Township of Teaneck, No. 4029. Please note that professional business entities and vendors must comply with the reporting, filing and disclosure requirements under PL 2005, Chapter 271 and the regulations adopted thereunder.

**PUBLIC CONTRACTING REFORM ORDINANCE**

WHEREAS, large political contributions from those seeking to or performing business with a municipality, raises reasonable concerns on the part of taxpayers and residents as to their trust in government contracts;

WHEREAS, pursuant to N.J.S.A. 40:48-2, a municipality is authorized to adopt such ordinances, regulations, rules and by-law as necessary and proper for good government, as well as the public health, safety and welfare; and

WHEREAS, pursuant to P.L.2005, c.271, a municipality is authorized to adopt by ordinance measures limiting the awarding of public contracts to business entities that have made political contributions and limiting the contributions that the holders of a contract can make during the term of a contract; and

WHEREAS, in the interest of good government, the Mayor and Governing Body desire to establish a policy that will avoid the perception of improper influence in local elections,

NOW, THEREFORE, BE IT ORDAINED by the Mayor and Governing Body of the Township of Teaneck, in the County of Bergen, and State of New Jersey, as follow:

**SECTION 1. Prohibition on Awarding Public Contracts to Certain Contributors**

(a) To the extent that it is not inconsistent with state or federal law, the Township of Teaneck and any of its purchasing agents or departments or instrumentalities of the municipality thereof, as the case may be, shall not enter into any agreement or otherwise contract to procure services from any professional business entity, including those awarded pursuant to any process including a "fair and open process", if such professional business entity has solicited or made any contribution of money, or pledge of a contribution, including in-kind contributions, to (i) a campaign committee of any municipal candidate or holder of public office having ultimate responsibility for the award of a contract, or (ii) to any Township of Teaneck or Bergen County party committee, or (iii) to any candidate committee or political action committee (PAC) that regularly engages in, or whose primary purpose is the support of municipal or county elections and/or municipal or county parties, in excess of the thresholds specified in subsection (d) within one calendar year immediately preceding the date of the contract or agreement.

(b) No professional business entity or vendor who submits a proposal for, enters into negotiations for, or agrees to any contract or agreement (including non-emergency contracts awarded by 40A:11 *et seq* or the "fair and open" Process pursuant to 19:44A-20 *et seq.*) with the Municipality or any departments thereof, for the rendition of professional services, or goods and services, as the case may be, shall knowingly solicit or make any contribution of money, pledge of contribution, including in-kind contributions, to: (i) any municipal candidate or holder of public office having ultimate responsibility for the award of a contract, or (ii) to any Township of Teaneck or Bergen County party committee, or (iii) to any candidate committee or PAC that regularly engages in, or whose primary purpose is the support of municipal or county elections and/or municipal or county parties, between the time of first communication between that professional business entity or vendor and the municipality regarding a specific professional services agreement or goods and services agreement, as the case may be, and the later of the termination of negotiations or rejection of any proposal, or the completion of the contract or agreement.

(c) For purposes of this ordinance, a "professional business entity" and a "vendor" seeking a public contract mean an individual including the individual's spouse, if any, and any child living at home; person; firm; corporation; professional corporation; partnership; organization; or association. The definition of a business entity and vendor includes all principals who own 10% or more of the equity in the corporation or business trust, partners, and officers in the aggregate employed by the entity or vendor, as well as any subsidiaries directly controlled by the business entity or vendor.

## BUSINESS ENTITY DISCLOSURE CERTIFICATION

Required Pursuant To Ordinance No. 4029

### TOWNSHIP OF TEANECK

(d) Any individual meeting the definition of "professional business entity" or "vendor" under this section may annually contribute a maximum of \$300 each for any purpose to any candidate, for mayor or governing body, or \$300 to the Township of Teaneck party committee, or \$500 to the Bergen County party committee or to a PAC or candidate committee referenced in this ordinance, without violating subsection (a) of this section. However, any group of individuals meeting the definition of "professional business entity" or "vendor" under this section, including such principals, partners, and officers of the entity or vendor in the aggregate, may not annually contribute for any purpose in excess of \$2,500 to all Township of Teaneck candidates and officeholders with ultimate responsibility for the award of the contract, and all Township of Teaneck or Bergen County political parties, candidate committees, and PACs referenced in this ordinance combined, without violating subsection (a) of this section.

(e) For purposes of this section, the office that is considered to have ultimate responsibility for the award of the contract shall be:

(1) The Township of Teaneck Mayor or Governing body, if the contract requires approval or appropriation from the Mayor or Governing body.

(2) The Mayor of the Township of Teaneck, if the contract requires approval of the Mayor, or if a public officer who is responsible for the award of a contract is appointed by the Mayor.

#### SECTION 2. Contributions Made Prior to the Effective Date

No contribution of money or any other thing of value, including in-kind contributions, made by a professional business entity or vendor to any Township of Teaneck candidate for Mayor or Governing Body, or Township of Teaneck or Bergen County party committee, candidate committee, or PAC referenced in this ordinance shall be deemed a violation of this ordinance, nor shall an agreement for property, goods, or services, of any kind whatsoever, be disqualified thereby, if that contribution was made by the professional business entity or vendor prior to the effective date of this ordinance.

#### SECTION 3. Contribution Statement by Professional Business Entity

(a) Prior to awarding any contract or agreement to procure services with any professional business entity and any contract or agreement to procure goods and services from a vendor, the Township of Teaneck or its purchasing agents and departments, as the case may be, shall receive a sworn statement from the professional business entity or vendor, made under penalty of perjury, that the bidder or offeror has not made a contribution in violation of Section 1 of this ordinance.

(b) The professional business entity and vendor shall have a continuing duty to report any violations of this ordinance that may occur during the negotiation, proposal process or duration of a contract. The certification required under this subsection shall be made prior to entry into the contract or agreement with the Township of Teaneck, or prior to the provision of services or goods, as the case may be, and shall be in addition to any other certifications that may be required by any other provision of law.

#### SECTION 4. Return of Excess Contributions

A professional business entity, vendor, or municipal candidate or officeholder, or Township of Teaneck or Bergen County party committee, candidate committee, or PAC referenced in this ordinance, may cure a violation of Section 1 of this Ordinance, if, within 30 days after the general election, the professional business entity or vendor notifies the municipality in writing and seeks and receives reimbursement of the contribution from the relevant municipal candidate or officeholder, Township of Teaneck or Bergen County political party, candidate committee, or PAC referenced in this ordinance.

#### SECTION 5. Exemptions

(a) The contribution limitations prior to entering into a contract in Section 1(a) do not apply to contracts which are required by law to be awarded to the lowest bidder.

**BUSINESS ENTITY DISCLOSURE CERTIFICATION**  
Required Pursuant To Ordinance No. 4029  
TOWNSHIP OF TEANECK

**SECTION 6. Penalty**

- (a) It shall be a breach of the terms of the Township of Teaneck professional service agreement or agreement for goods or services for a business entity to: (i) make or solicit a contribution in violation of this ordinance; (ii) knowingly conceal or misrepresent a contribution given or received; (iii) make or solicit contributions through intermediaries for the purpose of concealing or misrepresenting the source of the contribution; (iv) make or solicit any contribution the condition or with the agreement that it will be contributed to a campaign committee of any candidate or holder of the public office of Township of Teaneck; (v) engage or employ a lobbyist or consultant with the intent or understanding that such lobbyist or consultant would make or solicit any contribution, which if made or solicited by the business entity itself, would subject that entity to the restrictions of this ordinance; (vi) fund contributions made by third parties, including consultants, attorneys, family members, and employees; (vii) engage in any exchange of contributions to circumvent the intent of this ordinance; or (viii) directly or indirectly, through or by any other person or means, do any act which would subject that entity to the restrictions of this ordinance.
- (b) Furthermore, any professional business entity who violates (a) ii-viii shall be disqualified from eligibility for future Township of Teaneck contracts for a period of four calendar years from the date of the violation.

**SECTION 7. Severability**

- (a) If any provision of this Ordinance, or the application of any such provision to any person or circumstances, shall be held invalid, the remainder of this Ordinance to the extent it can be given effect, or the application of such provision to persons or circumstances other than those to which it is held invalid shall not be affected thereby, and to this extent the provisions of this Ordinance are severable.

**SECTION 8. Repealer**

- All ordinances or parts of ordinances which are inconsistent with any provisions of this ordinance are hereby repealed as to the extent of such inconsistencies.

**SECTION 9. Effective Date**

This ordinance shall become effective twenty (20) days following the earlier of (a) final adoption thereof by the Municipal Council of the Township of Teaneck or (b) the date on which the passage of this ordinance as a public question is certified pursuant to N.J.S.A. 19:20-9 or other applicable law, and shall be published as required by law.



STOCKHOLDER DISCLOSURE CERTIFICATION

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.

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

\_\_\_\_\_ Partnership      \_\_\_\_\_ Corporation      \_\_\_\_\_ Sole Proprietorship

PLEASE CHECK APPROPRIATE OWNERSHIP ABOVE AND SIGN BELOW

Stockholders:

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

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

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

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

\_\_\_\_\_

\_\_\_\_\_

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

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

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

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

\_\_\_\_\_

\_\_\_\_\_

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

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

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

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

\_\_\_\_\_

\_\_\_\_\_

THIS STATEMENT MUST BE INCLUDED WITH BID SUBMISSION

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

\_\_\_\_\_  
(Affiant)

\_\_\_\_\_  
(Print Name & Title of Affiant)

\_\_\_\_\_  
(Notary Public)

My commission Expires:

Corporate Seal



STATE OF NEW JERSEY -- DIVISION OF PURCHASE AND PROPERTY  
DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN

Quote Number: \_\_\_\_\_

Bidder/Offeror: \_\_\_\_\_

**PART 1: CERTIFICATION**  
**BIDDERS MUST COMPLETE PART 1 BY CHECKING EITHER BOX.**  
**FAILURE TO CHECK ONE OF THE BOXES WILL RENDER THE PROPOSAL 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>. Bidders must review this list prior to completing the below certification. Failure to complete the certification will render a bidder's proposal non-responsive. If the Director finds a person or entity to be in violation of law, s/he 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, CLICK THE "ADD AN ADDITIONAL ACTIVITIES ENTRY" BUTTON.

Name _____	Relationship to Bidder/Offeror _____
Description of Activities _____	
_____	
Duration of Engagement _____	Anticipated Cessation Date _____
Bidder/Offeror Contact Name _____	Contact Phone Number _____

... ADD AN ADDITIONAL ACTIVITIES ENTRY

**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 State of New Jersey 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 State 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 State of New Jersey and that the State at its option may declare any contract(s) resulting from this certification void and unenforceable.

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



# State of New Jersey

DEPARTMENT OF THE TREASURY  
DIVISION OF PURCHASE AND PROPERTY  
OFFICE OF THE DIRECTOR  
33 WEST STATE STREET  
P. O. BOX 039  
TRENTON, NEW JERSEY 08623-0039

CHRIS CHRISTIE  
*Governor*

ANDREW P. SIDAMON-BRISTOFF  
*State Treasurer*

KIM GUADAGNO  
*Lt. Governor*

JIGNASA DESAI-MCCLEARY  
*Director*

Telephone (609) 292-4886 / Facsimile (609) 984-2575

The following list represents entities determined, based on credible information available to the public, to be engaged in prohibited activities in Iran pursuant to P.L. 2012, c. 25 ("Chapter 25"):

1.	Bank Markazi Iran (Central Bank of Iran)	19.	Kingdream PLC
2.	Bank Mellat	20.	Maire Technonol SpA
3.	Bank Melll Iran	21.	Naftiran Intratrade Company (NICO)
4.	Bank Tejarat	22.	Oil and Natural Gas Corporation (ONGC)
5.	National Iranian Tanker Company (NITC)	23.	Oil India Limited
6.	Amora	24.	Persia International Bank
7.	Bank Saderat PLC	25.	PetroChina Company, Ltd.
8.	Bank Sepah	26.	Petroleos de Venezuela (PDVSA Petróleo, SA)
9.	Belaz	27.	Sameh Afzar Tajak Co. (SATCO)
10.	Belneftkhim (Belarusneft)	28.	Schwing America Inc.
11.	China International United Petroleum & Chemicals Co., Ltd. (Unipeco)	29.	Shandong FIN CNC Machine Company, Ltd.
12.	China National Offshore Oil Corporation (CNOOC)	30.	Sinohydro
13.	China National Petroleum Corporation (CNPC)	31.	SK Energy
14.	China National United Oil Corporation (ChinaOil)	32.	SKS Ventures
15.	China Petroleum & Chemical Corporation (Sinopec)	33.	Som Petrol AS
16.	China Precision Machinery Import-Export Corp. (CPMIEC)	34.	Sonangel
17.	Grimley Smith Associates	35.	Zhuhal Zhenrong Company
18.	Indian Oil Corporation		

List Date: February 3, 2016

**AMERICAN WITH DISABILITIES ACT OF 1990**  
**Equal Opportunity for Individuals with Disability**

The CONTRACTOR and the OWNER do hereby agree that the provisions of Title II of the Americans with Disabilities Act of 1990 (the "ACT") (42 USC §12101 et seq.), which prohibits discrimination on the basis of disability by public entities and the rules and regulations promulgated pursuant thereto, are made a part of this contract. In providing any aid, benefit or service on behalf of the OWNER pursuant to this contract, the CONTRACTOR agrees that the performance shall be in strict compliance with the ACT. In the event the Contractor, its agents, servants, employees or Subcontractors violate or are alleged to have violated the ACT during the performance of this contract, the CONTRACTOR shall defend the OWNER in any action or administrative proceeding commenced pursuant to this ACT. The CONTRACTOR shall indemnify, protect, and save harmless the OWNER, its agents, servants, and employees from and against any and all suits, claims, losses, demands, or damages, of whatever kind or nature arising out of or claimed to arise out of the alleged violation. The CONTRACTOR shall, at his own expense, appear, defend, and pay for any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the OWNER grievance procedure, the CONTRACTOR agrees to abide by any decision of the OWNER incurs any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the CONTRACTOR shall satisfy and discharge the same at its own expense.

The OWNER shall, as soon as practicable after a claim has been made against it, given written notice thereof to the CONTRACTOR along with full and complete particulars of the claim. If any action or administrative proceedings is brought against the OWNER or any of its agents, servants and employees, the OWNER shall expeditiously forward or have forwarded to the CONTRACTOR every demand, complaint, notice, summons, pleading or other process received by the OWNER or its representatives.

It is expressly agreed and understood that any approval by the OWNER of the services provided by the CONTRACTOR pursuant to this contract will not relieve the CONTRACTOR of the obligation to comply with the Act and to defend, indemnify, protect, and save harmless the OWNER pursuant to this paragraph.

It is further agreed and understood that the OWNER assumes no obligation to indemnify or save harmless the CONTRACTOR, its agents, servants, employees and Subcontractors for any claim which may arise out of their performance of this Agreement. Furthermore, the CONTRACTOR expressly understands and agrees that the provisions of this indemnification clause shall in no way limit the CONTRACTOR'S obligations assumed in this Agreement, nor shall they be construed to relieve the CONTRACTOR from any liability, nor preclude the OWNER from taking any other actions available to it under any other provisions of the Agreement or otherwise at law.

## BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned,  
as Principal, and  
as Surety, is

hereby held and firmly bound unto

as Owner, in the Penal Sum of

( ) for the payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, successors and assigns.

Signed this            day of

The condition of the above obligation is such that whereas the Principal has submitted to

a certain bid, attached hereto and hereby made a part of hereof, to enter into a contract in writing for the

NOW THEREFORE,

- A) If said bid shall be rejected or in the alternative,
- B) If said bid shall be accepted and the Principal shall execute and deliver a contract in the form of contract attached hereto (properly completed in accordance with said bid) and shall furnish a bond for his faithful performance of said contract, and for the payment of all persons performing labor or furnishing materials in the connection therewith, and shall in all other respects perform the agreement created by the acceptance of said bid,

Then this obligation shall be void, otherwise the same shall remain in full force and effect; it being expressly understood and agreed that the liability of the surety for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein stated.

The Surety, for value received, hereby stipulates and agrees that the obligations of said Surety and its bond shall be in no way impaired or affected by any extension of the time within which the Owner may accept such bid; and Surety does hereby waive notice of any such extension.

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, the day and year first set forth above.

BY: \_\_\_\_\_  
Witness

BY: \_\_\_\_\_  
Principal

BY: \_\_\_\_\_  
Witness

BY: \_\_\_\_\_  
Attorney-in-Fact

CONSENT OF SURETY

AGREEMENT OF SURETY  
CONSENT OF SURETY

KNOW ALL MEN BY THESE PRESENTS, that for and in consideration of the promises and the sum of ONE DOLLAR, lawful money of the United States of America, paid the undersigned corporation, and for other good and valuable considerations, the receipt whereof is hereby acknowledged, we the \_\_\_\_\_, a corporation organized and existing under the laws of the State of New Jersey and duly authorized by law to act as Surety in the State of New Jersey, with its principal office at \_\_\_\_\_, hereinafter called the SURETY, do hereby consent and agree to and with \_\_\_\_\_, hereinafter called the OBLIGEE, that the accompanying proposal of \_\_\_\_\_ of \_\_\_\_\_ hereinafter called the BIDDER, dated \_\_\_\_\_, for \_\_\_\_\_, be accepted as to any or all of the items of material and workmanship proposed to be furnished thereby or as to the award of such contract, become SURETY and execute the bond (or bonds) in the form set forth in the specifications, in an amount equal to 100 percent of the contract price for the full and faithful performance of said contract.

PROVIDED AND SUBJECT TO THE CONDITION PRECEDENT:

That any suits brought, or to be brought, against the SURETY to recover any claim hereunder, must be instituted within ninety (90) days after the OBLIGEE shall have executed such contract with another bidder.

IN WITNESS WHEREOF, the undersigned corporation has caused this agreement to be signed by its proper officers and its corporate seal to be affixed hereunto this \_\_\_\_\_ day of \_\_\_\_\_.

ATTEST

\_\_\_\_\_  
(Impress corporate seal)

\_\_\_\_\_  
(Surety)  
\_\_\_\_\_  
\_\_\_\_\_  
(Business Address)

Countersigned in the State of New Jersey:

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

\_\_\_\_\_  
Resident Agent at

\_\_\_\_\_  
\_\_\_\_\_, New Jersey

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS, that we, \_\_\_\_\_, as principal and \_\_\_\_\_, as surety, are held and firmly bound unto the Township of Teaneck in the State of New Jersey, as obligee, in the sum of \$ \_\_\_\_\_ for the payment of which sum well and truly be made, we hereby bind ourselves, our heirs, our executors, administrators, successors and assigns, jointly and severally.

The condition of this obligations such that whereas, the principal did on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ enter into a contract with owner for \_\_\_\_\_ which said contract is made a part of this bond as fully as though the same were set forth herein at length

NOW, THEREFORE, if the principle shall well and faithfully do and perform all the undertakings, covenants, terms conditions and things agreed by it to be done and performed according to the terms of the said contract, including fulfilling all of the guarantee obligations of the said contract which pertain to the principal, during the term stipulated, and shall pay all lawful claims of subcontractors, materialmen, laborers, persons, firms or corporation for labor performed or materials, provisions, or machinery furnished, used or consumed in the carrying forward, performing or completing of said contract, we agreeing that this undertaking, as well as being for the benefit of the obligee, Township of Teaneck, shall also be for the benefit of any subcontractor, materialman, laborer, person, firm or corporation having a just claim against the principal, and if the principal shall satisfy all claims and demands incurred under the aforesaid contract, including the said guarantees, and shall fully indemnify and save harmless the owner from all costs and damages which it may suffer by reason of the principal's failure to do so, and shall reimburse and repay the owner all outlay and expenses which the owner may incur in making good any default by the principal, then this obligation shall be void; otherwise this obligation shall remain in full force and effect, it being expressly understood and agreed that the liability of the surety for any and all claims hereunder shall in no event exceed the amount of this obligation as herein stated.

PROVIDED, that the surety hereby stipulates and agrees that no modification, change, omission, extension of time, alteration or addition to the terms of the contract, or to the work to be performed thereunder, or of the specifications or guarantees forming part of the contract, shall in any way affect the obligation of the surety on this bond, and the surety does hereby waive notice of any modification, change, omission, extension of time, alteration or addition.

PROVIDED FURTHER, that no final settlement between the owner and the principal shall abridge the right of any beneficiary hereunder whose claim may be unsatisfied.

Signed and sealed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Attest (seal) By: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
(Surety)

\_\_\_\_\_  
Witness as to Surety (seal)