



# **Request for Proposal**

## **Downtown Pedestrian Wayfinding System**

Newark Downtown District  
60 Park Place, Suite 2100  
Newark, NJ 07102  
973-622-2002  
[www.downtownnewark.com](http://www.downtownnewark.com)

## **I. BACKGROUND**

The mission of the Newark Downtown District (herein “NDD”) is to increase the safety and cleanliness of the downtown business district so Newark can successfully compete as an environment in which to live, work, shop, and play.

The NDD is the special improvement district of Newark’s central business district. Comprising over 800 properties, the NDD is a privately directed, 501(c)(3) not-for-profit corporation, funded by special assessments on district commercial and residential properties, and organized and existing under the laws of the State of New Jersey. The NDD provides supplemental services including cleaning, hospitality, marketing and physical improvements in a specified area of Downtown Newark.

## **II. THE OPPORTUNITY**

The NDD intends to contract with a single Company for the design of a Downtown Pedestrian Wayfinding System.

Through this proposal, the NDD will enter into a contract (“Agreement”) with the successful Proposer (“Company”) to design a Downtown Pedestrian Wayfinding System within the boundaries of the District. The Company will (a) evaluate the current wayfinding system, (b) identify which destinations/institutions should be included in the new wayfinding system, and (c) propose a “legible city” wayfinding system.

The Downtown pedestrian wayfinding signage within the Newark Downtown District should provide standards for all elements of the sign system including graphics, maps, fonts, colors, and content. The result of applying these guidelines will be a cohesive and comprehensive wayfinding system to link users to destinations in a complete movement and information system. To that end, understanding the design of the built environment is key. Please see the Newark Downtown District Boundary Map attached as an Appendix.

## **III. OBJECTIVE**

Design a new wayfinding signage system for the Newark Downtown District that directs pedestrians to key destinations. The proposed design will be presented to the City of Newark.

## **IV. DOWNTOWN DISTRICT WALK-THROUGH**

Companies that are interested in submitting proposals are invited to attend a walk-through of the Downtown District to view placement of signage. This walk-through will provide companies with an opportunity to formulate any questions regarding the Downtown Pedestrian Wayfinding System. The walk-through will take place on **December 1, 2021** from 10:00 am to 12:00 pm, with the opportunity for questions to be posed from 1:00 pm to 2:00 pm. Companies interested in participating in the walk-through should contact Mbacke Faye, Urban Planner, Newark Downtown District, at (973) 622-2002 by **November 29, 2021**. **The NDD will respond to all questions by December 6, 2021.**

## **V. SUBMISSION OF STATEMENT OF QUALIFICATIONS AND DETAILED PROPOSAL OF THE DOWNTOWN PEDESTRIAN WAYFINDING SYSTEM**

The NDD will receive written proposals from any Company that is interested in proposing the Downtown Pedestrian Wayfinding System no later than **Monday, December 13, 2021 at 5:00 pm**. Proposals will not be accepted after that date. Eight (8) copies of the “Proposer’s” statement of qualifications and a detailed proposal of the pedestrian wayfinding signage system should be submitted in writing to:

Mr. Anthony McMillan, Chief Executive Officer  
Newark Downtown District Management Corporation  
60 Park Place, Suite 2100, Newark, NJ 07102

The Proposer’s qualifications to perform the services shall be evidenced by responses to the following (documented in writing in this order):

1. Company name and local business address.
2. Headquarters business address.
3. Local telephone number, fax number, email address, and website.
4. Define your ownership structure.
  - i. 4 a. Is the Proposer a NJ certified MBE, WBE?
5. How long have you been in business? How long have you been in the Newark area (if applicable)?
6. Provide a history of your company. Include corporate brochures and any other materials that demonstrate your scope of operations.
7. Name your senior management and experience and qualifications for this work.
8. Proposers must present evidence of at least three (3) years’ experience in providing pedestrian wayfinding signage systems.
9. Proposers and their proposed subcontractors (if any) must presently be in good standing with local, state, and federal governments in terms of compliance with all applicable ordinances, statutes, acts, and codes, including but not limited to those pertaining to minimum/prevaling wages; fair labor practices; equal employment opportunity; affirmative action; environmental protection; and federal, state, and local safety and OSHA regulations.
10. Proposers must explain how they are qualified to perform the services proposed by this RFP.
11. Provide an audited financial statement prepared by an independent certified public accountant for the Proposer’s three most current fiscal years, including a Balance Sheet, a Profit and Loss Statement, if available, and auditor’s management letter on its review of internal controls. The Statement should also indicate the source and amount of financing, if any, required to fulfill the terms and conditions of the contract contemplated by this RFP.
12. Provide a list of Proposer’s corporate officers and a brief description of their experience in the wayfinding industries.
13. List the largest bond secured by your company in the Newark area, if applicable.
14. Provide financial institutions with which the Company has a relationship and names of references.
15. List any current or past (5 years) judgments, suits, Chapter 11 actions, or claims settled or pending against the Company in New Jersey.
16. Provide a summary of your approach to performing the tasks outlined in the RFP, including a project timeline.
  - a. The design should be adaptable and updateable for use in other areas of Newark outside of the Newark Downtown District footprint. The design

should also account for future development and assets and locations changing over time. Deliverables should include:

- Template/prototype designs for wayfinding signage
- Materials selection and specific signage elements
- Establish style guidelines to inform future signage implementation
- Develop statement of probable cost for fabrication and installation of wayfinding signage (bid-ready documents)
- A suggested wayfinding implementation plan, including identification of signage locations and prioritized phases of installation

## **VI. SELECTION OF COMPANIES FOR INTERVIEW**

The NDD will select candidates for interviews that it determines will prove the most effective and responsible in meeting the NDD's needs. In making the selection the NDD will consider the following factors:

- The Proposer's performance at other sites as evidenced by the NDD's contact with representatives of those sites;
- The past experience of similar designs and experience similar to Newark/or other urban cities;
- Evidence of creativity and commitment to satisfying the NDD's objectives;
- Responses to the questions posed in this RFP.

The NDD reserves the right to forego the interview process and select the Company directly from the proposals. The NDD reserves the right not to select a company from those that respond. The NDD reserves the right to send out another RFP for the same services.

## **VII. SELECTION OF COMPANY FOR FINAL PROPOSAL**

Following careful evaluation of the RFP responses and subsequent interviews (if such interviews take place), the NDD may select the Proposer from whom it will seek a final proposal.

Following interviews with selected Proposers to this request (if such interviews take place), an expedited final RFP will be requested.

Proposers who have not been selected will be sent a letter by regular mail notifying them of the decision. The NDD will not provide information about the decision-making process nor its final decision over the telephone. The NDD's determination as to its finalist shall be final. The NDD reserves the right not to choose any of the respondents to this RFP.

## **VIII. ANTI-DISCRIMINATION POLICY**

It is the NDD's policy to provide to all persons equality of opportunity in employment and contracting with the NDD. In furtherance of that policy, the NDD seeks to ensure equality of opportunity to participate in the proposal process without impediments of illegal discrimination and to ensure that the NDD does not contract with businesses that illegally discriminate in the solicitation and utilization of subcontractors and suppliers.

The NDD will not contract with businesses that discriminate against minorities or women in the solicitation or utilization of subcontractors and suppliers. If the NDD receives written notification from a minority or female business enterprise that a Proposer has so

discriminated, an investigation will be conducted and the Proposer will be required to provide additional information to enable the complaint to be resolved. If the Proposer fails to provide the requested information within the time specified, its proposal will be deemed non-responsive. If it is determined that discrimination occurred in connection with any other proposal, the Proposer will be deemed not to be a responsible Proposer and its proposal will be rejected.

The NDD will not contract with businesses that are not committed to equal employment opportunity as required by applicable law. The NDD will require adherence to the law. All Proposers who will be performing services with their own employees if awarded the Agreement must submit their equal employment opportunity forms. The failure to submit an acceptable policy will result in proposals being deemed non-responsive.

## **IX. CONTRACT NEGOTIATION**

The NDD expects to award a contract to a company on Monday, December 20, 2021. The NDD reserves the right to make changes to these dates if necessary.

## **X. INSURANCE**

1. The Company shall, as a Cost of Operation, provide and maintain the following insurance coverage during the term of the Agreement:

- Comprehensive General Liability Insurance
- Automobile Liability Insurance
- Workers' Compensation Coverage and Employer's Liability Insurance

Each of the above (except statutory workers' compensation coverage) shall have limits of at least \$3,000,000 per occurrence and \$5,000,000 aggregate. In the event that this coverage is "claims made" coverage and this contract is terminated or the insurance carrier changed, the Company shall purchase unlimited "tail coverage" for the benefit of the NDD. The cost of claims and the defense of claims not covered by insurance shall be the Company's expense and not a Cost of Operations.

2. The Company shall not commence work until it provides the NDD with copies of insurance policies (or at the NDD's option, certificates evidencing each coverage) for the insurance provided as required above, naming the NDD and the City of Newark as an additional insured and evidencing that the insurance shall not be cancelled unless the NDD receives thirty (30) days prior written notice of cancellation. The Comprehensive General Liability Insurance and the Employer's Liability Insurance policies shall include language or endorsements evidencing contractual liability and it shall be shown on the certificate(s) of insurance.

3. The Company shall indemnify and hold the NDD, and its agents, successors, assigns, board members, participating institutions, officers, and employees, harmless from and against all actions, causes of action, claims, and demands whatsoever, and from all costs, damages, expenses, charges, debts, and liabilities whatsoever (including attorney's fees) that arise from or are connected with the provision of services and the negotiation, execution, and performance of this Agreement, except as to those acts, errors, and omissions that are due to the sole negligence of the NDD.

## **XI. OTHER CONDITIONS**

1. None of the rights or privileges granted under this Request for Proposal or under the Agreement shall be assigned or transferred in any manner whatsoever by the Proposer/Company without prior written consent of the NDD.

2. No agreement to modify, or modification of the Agreement shall be binding on the NDD unless the same is reduced to writing and executed by the NDD.
3. The Company shall not advertise in any manner or form on or in the District, except by means of such signs or forms of advertising as may be approved in writing by the NDD. The Company is representing the NDD and shall present itself in a manner accordingly.
4. The NDD's remedies in the event that the Company fails to comply with any aspect of the Agreement will be addressed in a default and termination clause to be included in the Agreement. In the event of termination for default, the NDD shall have all remedies against the Company provided by law and equity.
5. The Company shall at all times comply with all applicable laws (including immigration laws), rules, regulations, and orders of the federal government, the State of New Jersey, and the City of Newark and shall abide by all rules, regulations, and directives prescribed by the NDD.

# APPENDIX

Fig 1. Newark Downtown District Boundary Map:



## Newark Downtown District Boundary

