



Public Relations Request For Proposal

**Greater Wildwoods Tourism Improvement
and Development Authority
and
Wildwoods Convention Center
2022**

FOREWARD

The Greater Wildwoods Tourism Improvement and Development Authority is requesting Proposals from qualified public relations agencies to provide all required public relations services for both the tourism authority and the Wildwoods Convention Center.

Agencies are reminded that the awarding of this contract is based on creativity, price, as well as documented qualifications and experience of the Proposer with similar convention center and tourism authority clients.

All Agencies interested in responding to this Request For Proposal must have their Proposal submitted by 2:00 p.m. on Friday, September 8, 2022.

All inquiries must be submitted in writing.

For further information regarding the public relations requirements please contact our Director of Marketing and Public Relations, Mr. Ben Rose. via e-mail to brose@wildwoodsnj.com

For questions regarding the RFP packet including the statutory requirements, and the RFP opening procedures please contact Ms. Michaela Carlino via e-mail to mcarlino@wildwoodsnj.com

NO CONTACT POLICY

Agencies are advised that they are not to contact any board member, officer, or employee, other than those mentioned above, of the Greater Wildwoods Tourism Improvement and Development Authority or the Wildwoods Convention Center regarding this RFP. Contact will result in disqualification.

SELECTION SCHEDULE

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|------------------------------|--------------------|
| RFP Release Date: | August 3, 2022 |
| Receipt of Proposals Due: | September 8, 2022 |
| Oral Presentations Starting: | September 19, 2022 |
| Award of Contract: | October 20, 2022 |
| Start of Contract: | January 1, 2023 |

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Section I – Overview

1.0 PUBLIC RELATIONS CHALLENGES

The Greater Wildwoods Tourism Improvement and Development Authority (GWTIDA) understands that there is too often in brand-development a focused attention on the graphics and style of delivering communication tools that build the brand – ads, TV, collateral, web sites, digital marketing, etc., all very important to maintaining the brand. Yet, today's savvy brand-educated market wants someone other than the owner of the brand influencing them. Experience shows that Public Relations, especially when limited budgets require scrutiny of every investment dollar, is the most powerful, cost-effective tool for building brands.

The credibility of third-party endorsements breaks through the consumer cynicism about advertising and delivers evidence that can more consistently influence choice.

Section II – Purpose and Scope of Work

1.0 BACKGROUND INFORMATION

Our destination has made great strides in the last ten years in disseminating the message of positive change in the Wildwoods– recent data shows the Wildwoods as a destination in touch with its strengths and beloved by its market. Conversely, there is still a segment with the belief that the Wildwoods is not for them – the data suggests their reasons for not visiting/returning are the result of emotional distance rather than market fact. With the perceived positive evolution well established and with looming hot button issues such as the economy, pricing, increased competition and chain hotel market entry, now more than ever it is important to continue to clearly enunciate what it is we stand for, continue to galvanize our current visitors and prompt others to now consider the Wildwoods as a vacation destination choice. As our marketing campaign state, "The Wildwoods have everything you ever could want in a family vacation destination all on one five-mile island."

Thus, with the proper key messaging points in place, the focus is on supplementing existing work to assist the Wildwoods with broader market appeal. The data is clear that our current visitors have a different opinion of the Wildwoods than do non-visitors. However, nearly 60% of our target market has not visited the Wildwoods in the last five years, and the data shows that their reasons do not reflect what we consider to be an up-to-date, factual viewpoint

on the destination. Thus, it is essential that we consistently deliver a strong message of positive evolution. Growth will depend on acquiring new and lapsed visitors and a strategic message targeting a new generation of parents will be essential to the growth of our market.

Our campaign, which promotes all the things there are to see and do while on vacation, promises that whatever you want in a vacation experience you can find it all right here. The Wildwoods have everything the entire Jersey Shore has to offer, all on one five-mile island. So why vacation anywhere else.

2.0 PURPOSE AND INTENT

A. The Wildwoods' Public Relations Challenge

Perception still has not caught up to reality...

Influence perception – a continuation of the re-positioning of the Wildwoods in the consciousness of the consumer

- Target the regional and outer markets via PR in print, broadcast, social media and digital for new and lapsed visitors.
- Create greater awareness of the evolving, changing Wildwoods.
- Create greater awareness of the numerous events and entertainment offerings in the Wildwoods.
- Create awareness of the number and wide variety of type of hotel-motel rooms and tourist accommodations – change perceptions that the Wildwoods are only for working class families.
- Pitch stories that highlight the major amenities of the Wildwoods – the free, safe and expansive beaches; the world-class boardwalk; amusements; attractions; water sports; boating and fishing; dining and shopping, Agra-tourism, eco-tourism, etc.- continually emphasizing the variety of family activities and safety.
- Reach those who have never visited, or who have not visited for the past five years – and educate them on what the Wildwoods have to offer.
- Reach the day-trippers from the regional shore markets as well as locals.
- Focus primarily on marketing to the Millennials (25 – 54-year-olds) in our target market of Pennsylvania, New Jersey, New York, Southern Connecticut, Northern Delaware, Eastern Maryland, Western Ohio, Northern Virginia and Quebec and Ontario Provinces, Canada.
- Target Philadelphia day trippers – i.e., sponsorship and/or co-market with Philadelphia events for day-tripper and vacation recruitment. Research promotions and publicity opportunities in the other markets.
- Strong emphasis on media pitching targeting the Central, Southeastern, Northeastern and Western Pennsylvania, Western Ohio, Delaware,

Maryland, South, Central and Northern New Jersey, New York and Southern Connecticut media markets as well as Quebec and Ontario Provinces, Canada.

3.0 SCOPE OF WORK

GWTIDA is The Wildwoods' principal marketing arm, stimulating economic growth through convention, business and leisure tourism development.

GWTIDA is desirous of engaging a public relations firm to provide strategic counsel, tactical execution and communications services in support of the branding and creation of greater awareness campaigns highlighting the core attributes of The Wildwoods.

4.0 SUMMARY

- A. Hone and disseminate the message of positive change.
- B. Integrate into our communications a positive message of evolution.
- C. Don't ignore past and still existing (in some markets) concerns.
- D. Always couple nostalgic appeals with talk about our relevance – while we revel in “those Wildwood days,” others may think “same old Wildwood” and dismiss us. Instead, focus on the uniqueness of the Wildwoods.
- E. Develop and execute a specific Public Relations campaign aimed at vacationers and day-trippers, both from other shore points but also in the Greater Philadelphia, Central, Southeastern, Northeastern, and Western Pennsylvania markets, Western Ohio, Delaware, Maryland, Northern Virginia, South, Central and Northern New Jersey, New York, Southern Connecticut regions as well as Quebec and Ontario Provinces, Canada.
- F. Extend effective shore point marketing to those areas within a 4-hr. radius.
- G. Target specific outer markets for broader appeal and awareness of the Wildwoods' unique branding.
- H. Actively solicit prestigious awards and accolades from well-known and respected travel and tourism entities including all “best of” lists.
- I. Expertly handle any, and all crisis management contingencies as they may arise.

SECTION III - TERMS AND CONDITIONS OF PROPOSAL SUBMISSION

1.0 GENERAL

- A. The RFP is prepared for the purpose of establishing a Contract between the GWTIDA and a highly qualified public relations agency to expertly provide all the necessary services required to effectively and efficiently conduct GWTIDA public relations and branding operations.
- B. The performance and scope of the work shall at all times and in all respects be subject to the direction and approval of the management of the GWTIDA and its designees.
- C. The agencies will assume the responsibility of fully acquainting themselves with all "Terms and Conditions" and specifications contained herein.
- D. GWTIDA has in place a highly skilled and capable communications team. The agency would work in concert with that team to develop and execute a multifaceted public relations and communications programs to generate awareness of, and to promote Wildwoods' tourism and meetings and conventions development. The program should maximize Internet digital opportunities; include extensive print and electronic media support; create and maintain marketing partnerships; and support development of convention and trade shows. These goals should be achieved within the framework of a disciplined, campaign-based public relations branding strategy.

1.1 Term of Contract

Commencing from the Authority's Board of Directors approval and signing of a five (5)-year contract, January 1, 2023 through December 31, 2027.

1.2 Rejection of Proposals

- A. The GWTIDA reserves the right to reject any or all Proposals or to award in whole or part if deemed to be in the best interest of the GWTIDA to do so.
- B. The GWTIDA shall have the right to award this Contract to the Agency it feels can best fulfill the specifications, conditions and goals set forth in this RFP irrespective of cost.

1.3 Reservation of Right to Contract With Third Parties

A. The Agency shall agree not to represent or provide services of any nature to any competitor of the GWTIDA without the prior written approval of the GWTIDA. Competitors of the GWTIDA shall include other convention centers and tourism authorities or tourism destinations within at least a 90-mile radius of Wildwood, NJ, or, as deemed by the GWTIDA to be in direct competition for its tourism or convention center business.

B. The GWTIDA reserves the right to contract in its own name with any third party whose services may be required in connection with any projects approved hereunder. This right extends to Subcontractors or talent identified or proposed by the Agency for use in connection with any project proposed by the Agency for use in connection with any project or Proposal approved hereunder. The Agency shall reduce expenditures allocated and approved for the services of such third parties by the amount equal to such direct Contracts, and the GWTIDA shall be responsible for the performance of all Agencies or suppliers with which it contracts directly.

2.0 PROPOSAL INFORMATION

A. In the event it becomes necessary to revise any part of this Proposal, revisions will be provided to all Agencies who respond to the RFP via posting on the WildwoodsNJ.com website.

B. The GWTIDA assumes no responsibility and no liability for costs incurred by any Agency in the preparation, research, and presentation associated with this RFP.

C. The agency will receive a yearly fee based on projected time and expertise to include research, strategic planning, development of public relations plans, account management and service, budget development, implementation, execution, and reporting. Services are for the application of time, resources and expertise of the agency's public relations team. There will be no additional hourly charges for services charged against the monthly fee. Any client-approved work outside the scope of the budget will be billed at the approved agency billing rates.

3.0 COST PROPOSAL

Yearly Fee shall be for each twelve-month period (commencing January 1, 2023 through December 31, 2027) for PR services provided for the Authority and shall be paid in twelve equal payments (Monthly Retainer) for each period upon

submission of a Monthly Retainer invoice received in advance of each month's payment due date. The monthly retainer fee is to be invoiced on the 1st of each month prior to allow for payment by the 3rd Friday of each month. Services are for the application of time, resources and expertise of agency team.

If additional PR operating expenses are necessary, they shall be itemized and submitted to the Authority for consideration and approval in advance. Net Travel and PR expenses approved by the Authority in advance will be reimbursed by the Authority. The distribution of press releases and correspondence to the media shall be accomplished through the use of a comprehensive proprietary in-house media database compiled, updated and maintained by Agency or by an industry-recognized public relations media services company. In the event a newswire distribution service is required from time to time, Agency may contract for such services only with prior written approval from the Authority. Upon approval from the Authority, the Authority shall be responsible for all fees connected with the use of that service.

4.0 PROPOSAL PREPARATION

- A. **Agency must return all pages of the Proposal including any addendum issued prior to opening of the Proposal. Removal of any pages or modifications or deletions on any terms or conditions of the Proposal may result in the offer being considered non-responsive.**
- B. By submitting a Proposal, the Agency covenants and agrees that it has satisfied itself, from its own investigation of the conditions to be met, that it fully understands its obligation and that it will not make any claim for or have right to cancellation or relief because of any misunderstanding or lack of information.
- C. All additional letters or attachments are to be placed behind the Proposal.
- D. In order to be considered for selection, Agency must submit a complete written response to this proposal on or before Friday, September 8, 2022, by 2:00 p.m. EST. The response shall include one (1) original and ten (10) copies to be considered and evaluated by GWTIDA management and a Committee of members of the GWTIDA Board of Directors.
- E. The contents of the Proposal of the successful Agency will become part of any Contract awarded as a result of the Proposal.
- F. Proposals should be prepared simply and economically, providing a straightforward, concise description of Agency's capabilities to meet and satisfy

the requirements of the Proposal. Emphasis should be on completeness and clarity of content and also include a detailed description of all fees and costs.

5.0 PROPOSAL SUBMISSION REQUIREMENTS

- Proposal shall include a brief history of the agency, biographies of key personnel, client references and evidence of financial stability.
- The agency should provide evidence of its media contacts in specific markets including New York, Pennsylvania, Maryland, Virginia, Delaware, Connecticut, Ohio and New Jersey as well as national and international media contacts with particular emphasis on Quebec and Ontario Provinces, Canada.
- The agency should demonstrate a successful track record of work in tourism, convention sales, event, entertainment and hospitality media relations. The agency should provide case studies to demonstrate how it maximized capabilities, flexibility and creativity in solving a similar client's like problems.
- The agency should describe its account management process and procedures for ensuring quality and performance among the different individuals that may work on our account.
- The agency should describe its measurement protocols and reporting.
- The agency should describe how they bill for staff time and other costs.

6.0 QUALIFICATIONS OF AGENCY

Agency shall be of known good reputation in the field of public relations, innovative and creative expertise, and must submit with their Proposals evidence of the following qualifications:

- A. Agency must certify that it possesses a minimum of three (3) years of experience in the field and submit its annual billings. The Principal of the Agency must demonstrate a minimum of five (5) years experience in the field.
- B. Include resumes of key personnel who will be assigned to the account. The GWTIDA reserves the right to interview and accept or reject any

Agency personnel at any time during the duration of the Contract, when it is in the GWTIDA's best interest to do so.

- C. Agency must provide, if requested by the GWTIDA, compiled financial statements for their last three years of operation, prepared by a C.P.A., and be able to demonstrate financial and management stability.
- D. The Agency must demonstrate the following experience in the public relations field, for similar types of facilities:
 - A minimum of three (3) years of experience with accounts engaged in the convention, entertainment, tourism, hotel, hospitality, resort or casino industries.
 - At least three (3) years of experience with an account engaged in destination or major tourism product marketing, such as a convention center, tourism authority, destination marketing organization or visitors' bureau, etc.
 - List of principal accounts by size, duration and results.

7.0 PROPOSAL EVALUATION

- A. The following general evaluation criteria will be used to evaluate the Proposals:
 - The creativity of the Proposal, including a proposed Public Relations strategy for each entity along with metrics to quantify results.
 - The Agency's ability to meet the requirements of the Proposal.
 - The qualifications and experience of personnel to be assigned.
 - Financial qualifications and stability of the Agency.
 - Total cost consideration.
- B. In addition to the above evaluation criteria, the GWTIDA may request any other information regarding the ability of the Agency to render the services the GWTIDA has a right to expect from a qualified and competent Agency.

8.0 AWARD

The management and performance by the public relations Agency is of paramount importance to the GWTIDA and any Agency submitting a Proposal must have the experience, expertise, skill, ability, and financial resources to satisfy the requirements of this Proposal.

9.0 ORAL PRESENTATION

A. Firms/Agencies submitting proposals should be prepared to give an oral presentation (not to exceed one hour including Q&A) of their proposal to a committee responsible for the evaluation and award of the contract. The oral presentation will provide an opportunity for the firm/agency to clarify or elaborate on their proposal. A limited number of firms/agencies will be contacted and requested to give oral presentations after evaluations of the written submissions. Those firms/agencies not selected to give oral presentations will not be further contacted.

The GWTIDA will schedule the time and locations of these presentations.

10.0 CONTRACT DEFINITION

It is expressly agreed by the Agency that the GWTIDA may terminate this Agreement at any time when, in its judgment and sole discretion, it deems the performance by the Agency unsatisfactory or in any way does not meet with the approval or expectations of the GWTIDA. The GWTIDA shall terminate this Agreement under this provision by giving the Agency notice of said termination in writing at least thirty- (30) days prior to the effective date of termination.

11.0 PRESERVATION OF RECORDS

For the purpose of verifying and auditing the fees charged, the Agency agrees to prepare and preserve for a period of not less than three (3) years following the end of each year of this Agreement, adequate payroll (i.e., timecards/sheets) records which will show all the items required in order to verify fees charged under this Agreement. Said records shall be available for review by the GWTIDA or its agents, upon request, at any time during the regular business hours.

12.0 LICENSES AND PERMITS

The Agency agrees that it will secure and pay for all necessary licenses and permits required for the operation of its business in the State of New Jersey and comply with all laws, orders, rules and regulations applicable to its operations.

13.0 INDEPENDENT CONTRACTOR

A. The relationship created by this Agreement is that of principal and independent Agency and nothing herein contained shall be construed so as to constitute Agency and the GWTIDA as a joint-venture or partners, or to make Agency the agent of the GWTIDA, or to make the GWTIDA liable for the debts of the Agency.

B. Agency shall be and remain an independent Agency with respect to all services performed under this Agreement and agrees and does hereby accept full and exclusive liability for the payment of any and all contributions for social security, workers compensation insurance, unemployment insurance and old age retirement benefits, pension or annuities now or hereafter imposed on it as an employer under any State or Federal law with respect to persons employed by Agency for work performed under the terms of this Agreement, and agrees to indemnify and save harmless the GWTIDA from any such contributions, taxes, or liabilities therefore with respect to persons so employed by the Agency.

14.0 ADVERTISING

Proposer agrees that it will not advertise or promote its business or any other business (other than information necessary to the identification and pricing of items in accordance with the terms hereto at the premises), or use the name of the GWTIDA, or of the premises in any of its promotional materials, literature, etc., or in any way advertise or publicize this Agreement or the relationship and transactions created by it without the prior written consent of the GWTIDA.

15.0 WAIVERS

No failure on the part of the GWTIDA to insist upon strict performance of a covenant, agreement, terms, or conditions or to exercise any right or remedy consequent upon a breach thereof, and no acceptance of all or partial payment of any sums during the continuance of such a breach shall constitute a waiver of such breach or of such covenant, agreement, terms, or condition to be complied with or performed by Agency, nor shall any breach be waived, altered, or modified without written consent of the GWTIDA.

No waiver of any breach shall affect or alter this Agreement, but each covenant, term, or condition of this Agreement shall continue in full force and effect with respect to any other than existing or subsequent breach thereof.

16.0 SEVERABILITY

This is a severable agreement and in the event that any part or parts hereof shall be held to be unenforceable, then it is the intention of the parties hereto that such part or parts shall be unenforceable to the full extent permitted by law, and in any event that all other parts of the Agreement shall remain valid and fully enforceable as if the unenforceable part or parts had never been a part hereof.

Section IV: Instructions to Bidders and Statutory Requirements

1.0 SUBMISSION OF PROPOSALS

- A. Sealed proposals shall be received by the Greater Wildwoods Tourism Improvement and Development Authority, hereinafter referred to as "Authority," in accordance with public advertisement as required by law, with a copy of said notice being attached hereto and made a part of these specifications.
- B. Sealed proposals will be received by the designated representative at the time of 2:00pm in the Executive Boardroom of the Wildwoods Convention Center located at 4501 Boardwalk, Wildwood, NJ 08260 as stated in the Notice to Bidders, and at such time and place will be publicly opened and read aloud.
- C. The proposal shall be submitted in a sealed envelope: (1) addressed to the Authority, (2) bearing the name and address of the bidder written on the face of the envelope, and (3) clearly marked "PROPOSAL" with the contract title of the contract being bid.
- D. It is the bidder's responsibility that proposals are presented to the Authority at the time and at the place designated. Proposals may be hand delivered or mailed; however, the GWTIDA disclaims any responsibility for proposals forwarded by regular or overnight mail. If the bid is sent by express mail service, the designation in sub-section C, above, must also appear on the outside of the express mail envelope. Proposals received after the designated time and date will be returned unopened.
- E. Sealed proposals forwarded to the GWTIDA before the time of opening of proposals 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. Once proposals have been opened, they shall remain firm for a period of sixty (60) calendar days.
- F. All fees and amounts must be written in ink or preferably machine printed. Proposals containing any conditions, omissions, unexplained erasures or alterations, items not called for in the bid proposal form, attachment of additive information not required by the specifications, or irregularities of any kind, may be rejected by the GWTIDA. Any changes, whiteouts, strikeouts, etc. in the proposal must be initialed in ink by the person signing the proposal.

G. Each bid proposal form must give the full business address, business phone, fax, e-mail address, website, the contact person of the bidder, and be signed by an authorized representative as follows:

- Proposals by partnerships must furnish the full name of all partners and 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.
- Proposals by corporations must be signed in the legal name of the corporation, followed by the name of the State in which incorporated and must contain the signature and designation of the president, secretary or other person authorized to bind the corporation in the matter.
- Proposals by sole-proprietorship shall be signed by the proprietor.
- When requested, satisfactory evidence of the authority of the officer signing shall be furnished.

H. Proposer should be aware of the following statutes that represent "Truth in Contracting" laws:

- N.J.S.A. 2C:21-34, et seq. governs false claims and representations by bidders. It is a serious crime for the bidder to knowingly submit a false claim and/or knowingly make material misrepresentation.
- N.J.S.A. 2C:27-10 provides that a person commits a crime if said person offers a benefit to a public servant for an official act performed or to be performed by a public servant, which is a violation of official duty.
- N.J.S.A. 2C:27-11 provides that a bidder commits a crime if said person, directly or indirectly, confers or agrees to confer any benefit not allowed by law to a public servant.
- Bidder should consult the statutes or legal counsel for further information.

2.0 INTERPRETATION AND ADDENDA

A. The proposer understands and agrees that its proposal is submitted on the basis of the specifications prepared by the Authority. The proposer accepts the obligation to become familiar with these specifications.

B. Proposers are expected to examine the specifications and related proposal documents with care and observe all their requirements. Ambiguities, errors or omissions noted by proposers should be promptly reported in writing to the appropriate official. Any prospective proposer who wishes to challenge a bid specification shall file such challenges in writing with the Authority no less than three business days prior to the opening of the proposals. Challenges filed after

that time shall be considered void and having no impact on the Authority or the award of a contract pursuant to N.J.S.A. 40A:11-13. In the event the proposer fails to notify the Authority of such ambiguities, errors or omissions, the proposer shall be bound by the requirements of the specifications and the proposer's submitted proposal.

C. No oral interpretation and or clarification of the meaning of the specifications for any goods and services will be made to any proposer. Such request shall be in writing, addressed to the Authority's representative stipulated in the specification. In order to be given consideration, a written request must be received at least seven (7) business days prior to the date fixed for the opening of the proposal for goods and services.

All interpretations, clarifications and any supplemental instructions will be in the form of written addenda to the specifications and will be made available on the WildwoodsNJ.com website to all prospective proposers. All addenda so issued shall become part of the specification and bid documents and shall be acknowledged by the proposer in the proposal. The Authority's interpretations or corrections thereof shall be final.

When issuing addenda, the Authority shall provide required notice prior to the official receipt of proposals to any person who has submitted a proposal or who has received a bid package pursuant to N.J.S.A. 40A:11-23c.1.

D. Discrepancies in Proposals

1. If the amount shown in words and its equivalent in figures do not agree, the written words shall be binding. Ditto marks are not considered writing or printing and shall not be used.
2. In the event that there is a discrepancy between the unit prices and the extended totals, the unit prices shall prevail. In the event there is an error of the summation of the extended totals, the computation by the Authority of the extended totals shall govern.

3.0 INSURANCE AND INDEMNIFICATION

The insurance documents indicated by an (X) shall include but are not limited to the following coverage's.

A. INSURANCE REQUIREMENTS

1. Worker's Compensation Insurance

Workers Compensation insurance shall be maintained in full force during the life of the contract, covering all employees engaged in performance of the contract pursuant to N.J.S.A. 34:15-12(a) and N.J.A.C. 12:235-1.6.

2. General Liability Insurance

General liability insurance shall be provided with limits of not less than \$1,000,000 any one person and \$2,000,000 any one accident for bodily injury and \$50,000 aggregate for property damage and shall be maintained in full force during the life of the contract.

3. Automotive Liability Insurance

Automotive liability insurance covering contractor for claims arising from owned, hired and non-owned vehicles with limits of not less than \$1,000,000 any one person and \$1,000,000 any one accident for bodily injury and \$100,000 each accident for property damage, shall be maintained in full force during the life of the contract.

4. Chemical Liability Insurance

Chemical liability coverage shall provide coverage equivalent to that provided by the Insurance Services Office (ISO) standard endorsement CG 22 64 (which provides chemical liability coverage for the ground application of pesticides by pesticide applicator businesses) or its equivalent.

B. CERTIFICATES OF THE REQUIRED INSURANCE

Certificates of Insurance for those policies required above shall be submitted with the contract. Such coverage shall be with an insurance company authorized to do business in the State of New Jersey and shall name the Authority and its Agent(s) as an additional insured using the language below:

“The Greater Wildwoods Tourism Improvement and Development Authority; The New Jersey Sports & Exposition Authority; ASM; Delaware North and their respective members, directors, officers, employees and agents. This insurance is primary to any other valid or collectible insurance or self-insurance whether or not such other insurance or self-insurance is primary, contributory or excess. This insurance shall apply to each additional insured for occurrences taking place during the term of the license in all areas of the Wildwoods Convention Center, in which any activities connected with the license between parties take place.”

Self-insured contractors shall submit an affidavit attesting to their self-insured coverage and shall name the Authority as an additional insured with the indicated language outlined in section B above.

C. INDEMNIFICATION

Bidder shall indemnify and hold harmless the Authority and its Agent(s) from all claims, suits or actions, and damages or costs of every name and description to which the owner may be subjected or put by reason of injury to the person or property of another, or the property of the owner, resulting from negligent acts or omissions on the part of the contractor, the contractor's agents, servants or subcontractors in the delivery of goods and services, or in the performance of the work under the contract.

4.0. PRICING INFORMATION FOR PREPARATION OF BIDS

- A. The Authority is exempt from any local, state or federal sales, use or excise tax.
- B. It is understood and agreed that all prices quoted are firm and not subject to any increase during the life of the contract. Should there be any reduction in successful bidder's prices as submitted, vendor agrees that all deliveries made on or after such date of price reduction will be invoiced on the basis of reduced prices.
- C. Contractor shall be responsible for obtaining any applicable permits or licenses from any government entity that has jurisdiction to require the same. All bids submitted shall have included this cost.
- D. Bidders shall insert prices for furnishing goods and services required by these specifications. Prices shall be net, including any charges for packing, crating, containers, etc. All transportation charges shall be fully prepaid by the contractor, F.O.B. destination and placement at locations specified by the

Authority. As specified, placement may require inside deliveries. No additional charges will be allowed for any transportation costs resulting from partial shipments made for the contractor's convenience.

- E. Bid prices are to remain firm for a period of not less than sixty (60) days to allow the Authority to determine the lowest bid that shall most economically serve the intentions of this bid.
- F. No bidder shall be allowed to offer more than one price on each item even though he/she may feel that he/she has two or more types or styles that will meet specifications. Bidders must determine for themselves which to offer. If said bidder should submit more than one price on any item, all prices for the item shall be rejected.

5.0. STATUTORY AND OTHER REQUIREMENTS

The following are mandatory requirements of this bid and contract.

A. MANDATORY AFFIRMATIVE ACTION CERTIFICATION

No firm may be issued a contract unless it complies with the affirmative action provisions of N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27-1 et seq. The following information summarizes the full, required regulatory text, which is included under the bidder forms section as part of this bid specification.

B. AMERICANS WITH DISABILITIES ACT OF 1990

Discrimination on the basis of disability in contracting for the purchase of goods and services is prohibited. Bidders are required to read Americans With Disabilities language that is included as under the bidder forms section of this specification and agree that the provisions of Title II of the Act are made a part of the contract. The contractor is obligated to comply with the Act and to hold the owner harmless.

C. STOCKHOLDER DISCLOSURE

N.J.S.A. 52:25-24.2 provides that no corporation or partnership shall be awarded any contract for the performance of any work or the furnishing of any goods and services, unless, prior to the receipt of the bid or accompanying the bid of said corporation or partnership, bidders shall submit a statement setting forth the names and addresses of all stockholders in the corporation or partnership who own ten percent or more of its stock of any class, or of all individual partners in the partnership who own a ten percent or

greater interest therein. The included Statement of Ownership shall be completed and attached to the bid proposal. This requirement applies to all forms of corporations and partnerships, including, but not limited to, limited partnerships, limited liability corporations, limited liability partnerships and Subchapter S corporations. Failure to submit a stockholder disclosure document shall result in rejection of the bid.

D. PROOF OF NEW JERSEY BUSINESS REGISTRATION

N.J.S.A. 52:32-44 requires that each bidder (contractor) submit proof of business registration with the bid proposal. Proof of registration shall be a copy of the bidder's Business Registration Certificate (BRC). A BRC is obtained from the New Jersey Division of Revenue. Information on obtaining a BRC is available on the internet at www.nj.gov/njbgs or by phone at (609) 292-1730. N.J.S.A. 52:32-44 imposes the following requirements on contractors and all subcontractors that **knowingly** provide goods or perform services for a contractor fulfilling this contract:

- 1) The contractor shall provide written notice to its subcontractors and suppliers to submit proof of business registration to the contractor;
- 2) Prior to receipt of final payment from a contracting agency, a contractor must submit to the contracting agency an accurate list of all subcontractors or attest that none was used;
- 3) During the term of this contract, the contractor and its affiliates shall collect and remit, and shall notify all subcontractors and their affiliates that they must collect and remit to the Director, New Jersey Division of Taxation, the use tax due pursuant to the Sales and Use Tax Act, (N.J.S.A. 54:32B-1 et seq.) on all sales of tangible personal property delivered into this State.

If boxes of the following items are checked, they are mandatory requirements of the bid proposal and contract.

E. NEW JERSEY WORKER AND COMMUNITY RIGHT TO KNOW ACT

The manufacturer or supplier of chemical substances or mixtures shall label them in accordance with the N.J. Worker and Community Right to Know Law (N.J.S.A. 34:5A-1 et seq., and N.J.A.C 8:59-2 et seq.,). Containers that the law and rules require to be labeled shall show the Chemical Abstracts Service number of all the components and the chemical name. Further, all applicable

Material Safety Data Sheets (MSDS) - hazardous substance fact sheet - must be furnished.

F. PREVAILING WAGE ACT

Pursuant to N.J.S.A. 34:11-56.25 et seq., contractors on projects for public work shall adhere to all requirements of the New Jersey Prevailing Wage Act. The contractor shall be required to submit a certified payroll record to the Authority within ten (10) days of the payment of the wages. The contractor is also responsible for obtaining and submitting all subcontractors' certified payroll records within the aforementioned time period. The contractor shall submit said certified payrolls in the form set forth in N.J.A.C. 12:60-6.1(c). It is the contractor's responsibility to obtain any additional copies of the certified payroll form to be submitted by contacting the New Jersey Department of Labor and Workforce Development, Division of Workplace Standards.

Additional information is available at www.state.nj.us/labor/lsse/lspubcon.html.

G. THE PUBLIC WORKS CONTRACTOR REGISTRATION ACT

N.J.S.A. 34:11-56.48 et seq. requires that a general or prime contractor and any listed subcontractors named in the contractor's bid proposal shall possess a certificate *at the time the bid proposal is submitted*. After bid proposals are received and prior to award of contract, the successful contractor shall submit a copy of the contractor's certification along with those of all listed subcontractors. All non-listed subcontractors and lower tier sub-subcontractors shall be registered prior to starting work on the project. It is the general contractor's responsibility that all non-listed sub-contractors at any tier have their certificate prior to starting work on the job.

Under the law a "contractor" is "a person, partnership, association, joint stock company, trust, corporation or other legal business entity or successor thereof who enters into a contract" which is subject to the provisions of the New Jersey Prevailing Wage Act [N.J.S.A. 34:11-56.25, et seq.] It applies to contractors based in New Jersey or in another state.

The law defines "public works projects" as contracts for "public work" as defined in the Prevailing Wage statute [N.J.S.A. 34:11-56.26(5)]. The term means:

- "Construction, reconstruction, demolition, alteration, or repair work, or maintenance work, including painting and decorating, done under contract and paid for in whole or in part out of the funds of a public body, except work performed under a rehabilitation program.
- "Public work" shall also mean construction, reconstruction, demolition, alteration, or repair work, done on any property or premises, whether or not the work is paid for from public funds..."
- "Maintenance work" means the repair of existing facilities when the size, type or extent of such facilities is not thereby changed or increased. While "maintenance" includes painting and decorating and is covered under the law, it does not include work such as routine landscape maintenance or janitorial services.

To register, a contractor must provide the State Department of Labor with a full and accurately completed application form. The form is available online at www.state.nj.us/labor/lse/lspubcon.html.

N.J.S.A. 34:11-56.55 specifically prohibits accepting applications for registration as a substitute for a certificate of registration.

H. NON-COLLUSION AFFIDAVIT

The Affidavit shall be properly executed and submitted with the bid proposal.

I. PAY TO PLAY

Effective January, 2007, business entities are advised of their responsibility to file an annual disclosure statement of political contributions with the New Jersey Election Law Enforcement Commission (ELEC) pursuant to N.J.S.A. 19:44A-20.27 if they receive contracts in excess of \$50,000 from public entities in a calendar year.

Business entities are responsible for determining if filing is necessary. Additional information on this requirement is available from ELEC at 888-313-3532 or at www.elec.state.nj.us.

6.0 METHOD OF CONTRACT AWARD

- A. The length of the contract shall be stated in the technical specifications. Pursuant to requirements of N.J.A.C. 5:30-5.1 et seq., any contract resulting from this bid shall be subject to the availability and appropriation of sufficient funds annually. Please see Section III, Severability, Sub-section 16.0, for additional information.
- B. The form of contract shall be submitted by the Authority to the successful proposer. Terms of the specifications/bid package prevail. Proposer exceptions must be formally accepted by the Authority.

7.0 CAUSES FOR REJECTING PROPOSALS

The Authority reserves the right to reject any or all items covered in the proposal request, or any portion(s) thereof, waive informalities, re-advertise and/or take such other actions decreed necessary and in the best interest of the Authority. Where two or more bidders' prices tie on an item, the Authority reserves the right to make the award to either of the bidders. Proposals may also be rejected for any of the following reasons:

- A. All proposals pursuant to N.J.S.A. 40A:11-13.2;

8.0 TERMINATION OF CONTRACT

- A. If, through any cause, the contractor shall fail to fulfill in a timely and proper manner obligations under the contract or if the contractor shall violate any of the requirements of the contract, the Authority shall there upon have the right to terminate the contract by giving written notice to the contractor of such termination and specifying the effective date of termination. Such termination shall relieve the Authority of any obligation for balances to the contractor of any sum or sums set forth in the contract. Authority will pay only for goods and services accepted prior to termination.
- B. Notwithstanding the above, the contractor shall not be relieved of liability to the Authority for damages sustained by the owner by virtue of any breach of the contract by the contractor and the Authority may withhold any payments to the contractor for the purpose of compensation until such time as the exact amount of the damage due the Authority from the contractor is determined.
- C. The contractor agrees to indemnify and hold the owner harmless from any liability to subcontractors/suppliers concerning payment for work performed or

goods supplied arising out of the lawful termination of the contract by the Authority under this provision.

- D. In case of default by the contractor, the Authority may procure the goods or services from other sources and hold the contractor responsible for any excess cost.
- E. Continuation of the terms of the contract beyond the fiscal year is contingent on availability of funds in the following year's budget. In the event of unavailability of such funds, the Authority reserves the right to cancel the contract.
- F. ACQUISITION, MERGER, SALE AND/OR TRANSFER OF BUSINESS, ETC.

It is understood by all parties that if, during the life of the contract, the contractor disposes of his/her business concern by acquisition, merger, sale and or/transfer or by any means convey his/her interest(s) to another party, all obligations are transferred to that new party. In this event, the new owner(s) will be required to submit all documentation/legal instruments that were required in the original bid/contract. Any change shall be approved by the Owner.

- G. The contractor will not assign any interest in the contract and shall not transfer any interest in the same without the prior written consent of the Authority.
- H. The Authority may terminate the contract for convenience by providing thirty calendar days advanced notice to the contractor.

9.0 PAYMENT

- A. No payment will be made unless duly authorized by the Authority's authorized representative and accompanied by proper documentation.
- B. Payment will be made in accordance with the Authority's policy and procedures.

Section V: Notice To Bidders

NOTICE TO BIDDERS

THE GREATER WILDWOODS TOURISM IMPROVEMENT AND DEVELOPMENT AUTHORITY

Notice is hereby given by the Greater Wildwoods Tourism Improvement and Development Authority that requests for proposals will be accepted from qualified public relations agencies to provide all required public relations services for both the Greater Wildwoods Tourism Improvement and Development Authority and the or the Wildwoods Convention Center.

Proposals will be accepted by the Greater Wildwoods Tourism Improvement and Development Authority, in the Executive Board Room of the Wildwoods Convention Center, 4501 Boardwalk, Wildwood, New Jersey 08260, on Tuesday, September 8, 2022, at 2:00 p.m., prevailing time.

Specifications and proposal forms for this proposed undertaking are on file in the Authority Office at the Wildwoods Convention Center, 4501 Boardwalk, Wildwood, New Jersey 08260, and copies of the same may be obtained by all prospective bidders during regular business hours at said location or from our website <https://wildwoodsnj.com/business-info/do-business-with-us/open-rfps/>

Proposers shall comply with the requirements of P.L. 1975, c. 127 (Affirmative Action) and P.L. 1977, c. 33 (Partner / Stockholder Certification).

Proposals shall be enclosed in sealed envelopes bearing the name and address of the proposer with the notation: "RFP for public relations services"

Michaela Carlino, QPA

Two (2) Times
Wednesday August 3, 2022
Wednesday August 10, 2022

Section VI: Proposer Forms

STOCKHOLDER DISCLOSURE CERTIFICATION This Statement Shall Be Included with Bid Submission

Name of Business _____

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

OR

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

Check the box that represents the type of business organization:

Partnership

Corporation

Sole Proprietorship

Limited Partnership

Limited Liability Corporation

Limited Liability Partnership

Subchapter S Corporation

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

Stockholders:

Name: _____

Name: _____

Home Address: _____

Home Address: _____

Name: _____

Name: _____

Home Address: _____

Home Address: _____

Name: _____

Name: _____

Home Address: _____

Home Address: _____

NON-COLLUSION AFFIDAVIT

State of New Jersey
County of _____

ss:

I, _____ residing in _____
(name of affiant) (name of municipality)

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

I am _____ of the firm of _____
(title or position) (name of firm)

_____ the bidder making this Proposal for the bid

entitled _____, and that I executed the said proposal with
(title of bid proposal)

full authority to do so that said bidder has not, directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free, competitive bidding in connection with the above named project; and that all statements contained in said proposal and in this affidavit are true and correct, and made with full knowledge that the

_____ (name of contracting unit)

relies upon the truth of the statements contained in said Proposal and in the statements contained in this affidavit in awarding the contract for the said project.

I further warrant that no person or selling agency has been employed or retained to solicit or secure such contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except bona fide employees or bona fide established commercial or selling agencies maintained by _____.

Subscribed and sworn to

before me, this day

Signature

_____, 2_____

(Type or print name of affiant under signature)

Notary public of

My Commission expires _____

(Seal)

AMERICANS WITH DISABILITIES ACT OF 1990
Equal Opportunity for Individuals with Disability

The CONTRACTOR and the G.W.T.I.D.A. do hereby agree that the provisions of Title II of the Americans With Disabilities Act of 1990 (the "ACT") (42U.S.C. S12101 et seq.), which prohibits discrimination on the basis of disability by public entities in all services, programs, and activities provided or made available 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 G.W.T.I.D.A. [pursuant to this contract, the contractor agrees that the performance shall be in strict compliance with the Act. In the event that 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 G.W.T.I.D.A. in any action or administrative proceeding commenced pursuant to this Act. The CONTRACTOR shall indemnify, protect, and save harmless the G.W.T.I.D.A., 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 its own expense, appear, defend, any pay any and all charges for legal services 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 G.W.T.I.D.A. grievance procedure, the CONTRACTOR agrees to abide by any decision of the G.W.T.I.D.A. which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the G.W.T.I.D.A or if the G.W.T.I.D.A. incurs any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the G.W.T.I.D.A. shall satisfy and discharge the same at its own expense.

The G.W.T.I.D.A. shall, as soon as practicable after a claim has been made against it, give 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 G.W.T.I.D.A. or any of its agents, servants, and employees, the G.W.T.I.D.A. shall expeditiously forward or have forwarded to the CONTRACTOR every demand, complaint, notice, summons, pleading, or other process received by the G.W.T.I.D.A. or its representatives.

It is expressly agreed and understood that any approval by the G.W.T.I.D.A. 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 G.W.T.I.D.A. pursuant to this paragraph.

It is further agreed and understood that the G.W.T.I.D.A. 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 G.,W.T.I.D.A. from taking any other actions available to it under any other provisions of the Agreement or otherwise at law.

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

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

The contractor or 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, 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 applicable employment goals, the contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, 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 subcontractors shall furnish such reports or other documents to the Div. of Contract Compliance & EEO 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 Div. of Contract Compliance & EEO for conducting a compliance investigation pursuant to **Subchapter 10 of the Administrative Code at N.J.A.C. 17:27.**

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: _____

PROPOSAL FORM – PAGE 1

TO: The Greater Wildwoods Tourism Improvement and Development Authority

Ladies and Gentlemen:

The undersigned, having read the Advertisement, Instructions to Bidders, Specifications, and all other papers included in this Bid Document, agrees to comply with all terms, covenants and agreements set forth therein if awarded the contract. The undersigned agrees to furnish to the Authority the items in such amount as required by the Authority in accordance with the specifications set forth in this proposal for the following amount:

ITEM BID

BID PRICE FOR PUBLIC RELATIONS FIRM

| | |
|-------------------------------|----------|
| TOTAL COST OF PROPOSAL YEAR1 | \$ _____ |
| TOTAL COST OF PROPOSAL YEAR 2 | \$ _____ |
| TOTAL COST OF PROPOSAL YEAR 3 | \$ _____ |
| TOTAL COST OF PROPOSAL YEAR 4 | \$ _____ |
| TOTAL COST OF PROPOSAL YEAR 5 | \$ _____ |
| GRAND TOTAL OF PROPOSAL | \$ _____ |

| | |
|-------------------------|--|
| Trade or Corporate Name | |
| Signature | |
| Owner, Partner, Officer | |
| Title | |
| Street Address | |
| City, State, Zip Code | |
| Telephone | |
| Dated | |

**Greater Wildwoods Tourism Improvement
And Development Authority**

ACKNOWLEDGMENT OF RECEIPT OF ADDENDA

The undersigned Bidder hereby acknowledges receipt of the following Addenda:

| <u>Addendum Number</u> | <u>Dated</u> | <u>Acknowledge Receipt</u> (initial) |
|------------------------|--------------|---|
| _____ | _____ | _____ |
| _____ | _____ | _____ |
| _____ | _____ | _____ |
| _____ | _____ | _____ |

No addenda were received:

Acknowledged for: _____
(Name of Bidder)

By: _____
(Signature of Authorized Representative)

Name: _____
(Print or Type)

Title: _____

Date: _____

**Greater Wildwoods Tourism Improvement
And Development Authority**

BID DOCUMENT CHECKLIST*

| Required by owner | Submission Requirement | Initial each required entry and if required submit the item |
|-------------------------------------|--|--|
| <input checked="" type="checkbox"/> | Stockholder Disclosure Certification | |
| <input checked="" type="checkbox"/> | Non-Collusion Affidavit | |
| <input checked="" type="checkbox"/> | Bid Proposal Form | |
| <input type="checkbox"/> | References | |
| <input type="checkbox"/> | Status of Present Contracts | |
| <input type="checkbox"/> | Equipment Certification | |
| <input type="checkbox"/> | Bid Guarantee (with Power of Attorney for full amount of <i>Bid</i> Bond) | |
| <input type="checkbox"/> | Public Works Contractor Certificate | |
| <input type="checkbox"/> | Consent of Surety (with Power of Attorney for full amount of Bid Price) | |
| <input checked="" type="checkbox"/> | Affirmative Action Compliance Notice | |
| <input type="checkbox"/> | Prevailing Wage | |
| <input checked="" type="checkbox"/> | Americans with Disabilities Act of 1990 Language | |
| <input type="checkbox"/> | Proof of Business Registration | |

*This form need not be submitted. It is provided for bidder's use in assuring compliance with all required documentation.