2022 Specification No. 60



# REQUEST FOR PROPOSALS TO PROVIDE MARKETING AND BRANDING SERVICES FOR THE CAPE MAY AIRPORT TECH HANGERS

SEPTEMBER 7<sup>th</sup>, 2022



## DATE OF ADVERTISEMENT SEPTEMBER 7<sup>th</sup>, 2022

2022 Specification No. 60

#### ADVERTISEMENT FOR COMPETITIVE CONTRACT BOARD OF COMMISSIONERS CAPE MAY COUNTY – NEW JERSEY

Notice is hereby given that sealed proposals, addressed to Clerk of the Board, will be received up to <u>2:00 pm</u> prevailing time, on <u>WEDNESDAY</u>, <u>OCTOBER 12<sup>th</sup></u>, <u>2022</u> at which time they will be publicly opened and read in the Caucus meeting room in the Administration Building, 4 Moore Road, Cape May Court House, New Jersey, 08210, for the following:

# REQUEST FOR PROPOSALS TO PROVIDE MARKETING AND BRANDING SERVICES FOR THE CAPE MAY AIRPORT TECH HANGERS

Forms, instructions, specifications, and other competitive contract documents may be examined or obtained at the Office of the Purchasing Department during normal office hours at the above address or on the County's procurement portal located at <u>www.capemayprocure.org</u>.

The Board reserves the right to reject any or all proposals in whole or in part and to waive such informalities as may be permitted by law.

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

GERALD M. THORNTON COMMISSION DIRECTOR

# CAPE MAY COUNTY DOCUMENT CHECK LIST

The following documents must be submitted with the proposal or proposal will be rejected:

1.	Proposal Page(s) – MUST BE SIGNED	
2.	Stockholder Disclosure/Ownership Statement Form –MUST BE SIGNED	
3.	Addendum – MUST BE SIGNED	
4.	Bid Security	<u>N/A</u>
5.	Consent of Surety	<u>N/A</u>
	owing documents should be submitted with the proposal; however, if your firm is nended for award, the following forms must be provided with your signed contract:	
6.	New Jersey Business Registration Certificate	
7.	Licenses/Certification as identified in the Specification	
8.	Certificate of Insurances	
9.	W-9	
10.	<ul> <li>Equal Employment Opportunity – One of the following documents:</li> <li>a. Letter of Federal Affirmative Action Plan Approval,</li> <li>b. Certificate of Employee Information Report,</li> <li>c. Employee Information Report Form AA302</li> </ul>	
11.	Appointment of Process Agent-Service	
12.	Iran Certification – P.L. 2012	

FIRM NAME: \_\_\_\_\_

# **INSTRUCTIONS TO PROPOSERS**

- 1. General Information: The County of Cape May (hereinafter the "County") is requesting Competitive Contracting Proposals for the purpose of awarding a contract to Provide Marketing and Branding Services for the Cape May Airport Tech Hangers, as defined, described, and listed herein. This Proposal is being issued pursuant to N.J.S.A.19:44A-20.4, et seq. "Fair and Open." The County shall award a contract on a competitive contracting basis to the most responsible firm who, in the opinion of the County, best meets all of the conditions and specifications outlined in this Request for Competitive Contract proposal, and best fulfills the needs to provide the services described herein, cost and other factors considered; i.e., based on evaluations conducted in accordance with N.J.S.A.40A:11-4.1, et seq. and N.J.A.C. 5:34-4.1, et seq. The contents of the Proposal submitted by the successful Contractor and this Request for a Proposal shall become part of the contract for these services, and the contents of this Request for a Proposal shall be controlling if conflicting terms are contained in the Proposal, unless specifically and affirmatively agreed to in writing by the County. The successful Contractor will be expected to execute said contract with the County of Cape May within twenty-one (21) days, pursuant to N.J.S.A.40A:11-24(b).
- 2. <u>Submission of Request For Proposals (hereinafter "RFP(s)")</u>: Sealed RFPs shall be submitted in an envelope and Proposers shall write their Name, Address, RFP Number, and RFP Title on the front of the envelope. The County assumes no responsibility for RFPs opened in error due to improperly marked envelopes. RFPs shall be forwarded to the attention of Kevin R. Lare, Administrator/Clerk of the Board, 4 Moore Road, Cape May Court House, NJ 08210.
  - a. An RFP cannot be withdrawn after the expiration of the time established for receiving RFPs, nor can any changes in price or other substantive details be made by letter, electronic mail, telephone, or verbal statement.
  - b. It is the Contractor's responsibility to ensure that RFPs are presented to the County on the hour and at the place designated herein. RFPs may be hand delivered, mailed, or sent express carrier. The County assumes no responsibility for RFPs forwarded by mail or express carrier. RFPs received after the designated time and date will be returned, unopened, to the Contractor.
  - c. RFPs must be signed in ink by a duly authorized official and only original signatures will be accepted. Any RFP showing any erasure/alteration must be initialed in ink by the Contractor.
  - d. The County shall not be responsible for any expenses incurred by any firm in preparing or submitting a RFP. All RFPs shall provide a straight forward, concise delineation of the firm's capabilities to satisfy the requirements of this RFP. Emphasis should be on completeness, cost, and clarity of content.
  - e. Contractors shall furnish one (1) signed original, clearly labeled as "Original" on the front of the proposal, two (2) copies, and one (1) Electronic Version, in PDF format in a USB Flash Drive of the completed Proposal, delivered by 2:00 P.M. prevailing time, on <u>WEDNESDAY, OCTOBER 12<sup>th</sup>, 2022</u>. <u>PDF files via e-mail will not be accepted.</u>
- 3. <u>Choice of Law</u>: The laws of the State of New Jersey (without giving effect to its conflicts of laws principles) govern all matters arising out of or relating to this contract, including, without limitation its validity, interpretation, construction, performance, and enforcement.

- 4. <u>Designation of Venue</u>: Any party bringing a legal action or proceeding against any other party, arising out of or relating to this contract shall bring the legal action or proceeding in the Superior Court of New Jersey-Law Division sitting in Cape May Court House, New Jersey.
- 5. <u>Waiver to Contest Jurisdiction:</u> Each party waives, to the fullest extent permitted by law:
  - a. Any objection which it may now or later have to the laying of venue of any legal action or proceeding arising out of or relating to this Contract brought in the Superior Court of New Jersey-Law Division sitting in Cape May Court House, New Jersey.
  - b. Any claim that any action or proceeding brought in such court was brought in an inconvenient forum.
- 6. <u>**RFP Evaluation**</u>: All RFPs shall be evaluated pursuant to N.J.S.A. 40A:11-4.5 et seq and N.J.A.C. 5:34-4.1 et. seq.
- 7. <u>"PAY-TO-PLAY" NOTICE OF DISCLOSURE REQUIREMENTS P.L. 2005, C.271, SECTION 3</u>: The Contractor is hereby advised of the responsibility to file an annual disclosure statement on political contributions with the New Jersey Election Law Enforcement Commission ("ELEC") pursuant to N.J.S.A.19:44A-20, *et seq.*, if the Contractor receives contracts in excess of \$50,000.00 from public entities in a calendar year. Annual Disclosures require submission by March 30<sup>th</sup>, of each year, covering contracts and contributions for the prior calendar year. It is the Contractor's responsibility to determine if filing is necessary. Additional information on this requirement is available from ELEC at <u>www.elec.state.nj.us</u> or by calling 1-888-313-ELEC. Contractor acknowledges that they meet the Notice of Disclosure Requirements with any prior year and resultant contract for the term (inclusive of optional extension years).
- 8. <u>Pricing and Proposal:</u> Failure to properly complete and execute the Proposal Page(s), shall constitute a fatal defect, which can neither be cured nor waived and shall result in rejection of the RFP pursuant to N.J.S.A. 40A:11-23.2 et seq.
- **9.** <u>Award of Contract</u>: The County of Cape May shall award contract(s) to the most advantageous proposals, fees, and other factors considered in accordance with the evaluation criteria established in this proposal.
- 10. <u>Term of Contract</u>: The initial term of the contract(s) shall be for One (1) Year commencing, upon execution by the County, on or about <u>NOVEMBER 11<sup>th</sup>, 2022</u>. Furthermore, pursuant to N.J.S.A.40A:11-15, there shall be an option for two (2) additional one (1) year options at the same terms and conditions. The contract extensions shall automatically take effect, unless the County notifies the vendor in writing of its intent not to extend for the additional contract terms. Said notice shall be sent Certified Mail, Return Receipt Requested, via U.S. mail and shall be received by the vendor no later than ninety (90) days prior to the expiration of the existing contract term.
- **11.** <u>Incorporation by Reference:</u> All Terms and Conditions contained within this RFP and in the Proposal submitted by the successful vendor shall become an integral part of the final Contract, and the contents of this RFP shall be controlling if conflicting terms are contained in the Proposal, unless specifically and affirmatively agreed to in writing by the County. By way of further clarification, exceptions submitted by the successful vendor will not become part of the contract unless specifically and affirmatively agreed to in writing by the County; it is the successful vendor's responsibility to ensure any exceptions are accepted by the County.

- **12.** <u>Orders</u>: Orders shall be placed as needed. No deliveries are to be made unless released by a duly authorized County Purchase Order.
- Questions: Questions regarding these specifications must be directed in writing to Allison L. Hansen via email at <u>allison.hansen@co.cape-may.nj.us</u> or fax to (609) 465-6583. Deadline for questions is <u>WEDNESDAY</u>, <u>SEPTEMBER 21<sup>st</sup></u>, 2022, @ 12:00 noon.
- 14. <u>RFP Results</u>: Award results are posted on the Procurement Portal on the County's website at: <u>www.capemayprocure.org</u>.
- 15. <u>Postponement or Addenda</u>: The County reserves the right to postpone the date and time for submitting and opening of RFPs, or to revise the specifications and will give written notice of any such postponement, or revisions via addendum pursuant to the Local Public Contracts Laws, N.J.S.A.40A:11-23(c)(1). If an addendum is issued, it must be signed and returned with your RFP Proposal. All addenda will be posted on the portal at www.capemayprocure.org should any be issued.

#### 16. Bid Security: N/A.

#### 17. Performance Bond: N/A.

- **18.** <u>**Taxes**</u>: The County is exempt from all Federal, State, and Local Taxes and, Use or Excise Taxes.
- 19. <u>Non-Collusion</u>: By submission of a RFP proposal, the Contractor certifies, under penalty of perjury, that to the best of their knowledge the Contractor has not, directly or indirectly, entered into any Contract, participated in any collusion, or otherwise taken any action in restraint of free, competitive proposals in connection with the said project; and that all statements contained in said RFP proposal are true and correct, and made, with full knowledge that the State of New Jersey relies upon the truth of the statements contained in the said RFP proposal, and in the statements contained in awarding the contract for the said project. The Contractor further warrants that no person, or selling agency, has been employed or retained to solicit or secure such contract, upon a Contract or understanding for a commission, percentage, brokerage, or contingent fee, except bona fide employees or bona fide established commercial or selling agencies maintained by the Contractor.
- **20.** <u>Withdrawal of RFPs</u>: A written request for the withdrawal of a RFP will be granted by the County Purchasing Agent, if the request is received prior to the designated date and time for the opening of RFPs. No RFP may be withdrawn during the sixty (60) day period after receipt and opening of RFPs, pursuant to N.J.S.A.40A:11-24(a).
- **21.** <u>Availability of Funds</u>: The County is subject to the NJ Local Public Contracts Laws, N.J.S.A.40A:11-1, *et seq.*, which mandates that the award of all contracts shall be subject to the availability and appropriation of sufficient funds annually.
- **22.** <u>Subcontractors</u>: All Contractors must supply the names of any subcontractor(s), and identify the portion of the project being performed by employees of the subcontractor(s). Full disclosure of all subcontracting units shall include name, address, and resume of the person performing the work.

- 23. <u>Tie RFPs</u>: In the event of a tie RFP, the County reserves the right to award, at its sole discretion, to any one of the tied Contractors, in the best interests of the County.
- 24. <u>Equivalent Products/Services</u>: Pursuant to N.J.A.C. 5:34-9.2(c), when a specification uses "brand name or equivalent," the listed brand name shall serve as a reference or point of comparison for the functional or operational characteristic desired for the good or service being requested. Where a bidder submits an equivalent, it shall be the responsibility of the bidder to document the equivalence claim. Failure to submit such documentation shall be grounds for rejection of the claim of equivalence.
- **25.** <u>Patents/Trademarks</u>: In submitting its RFP, the Contractor certifies that the goods/services to be furnished will not infringe upon any valid patent or trademark, and that the successful Contractor shall, at its own expense, defend the County, in any and all actions or suits, arising from or relating to any claim of infringement, and will save the County harmless from any damages resulting from such infringement.
- **26.** <u>American Goods</u>: Pursuant to N.J.S.A.40A:11-18, only manufactured and farm products of the United States, where available, shall be used.
- 27. <u>Product Guarantee</u>: The Contractor shall guarantee any and all goods/services supplied under these specifications. Defective and/or inferior goods/services shall be replaced at the expense of the Contractor. This shall be deemed a default by the contractor and, in addition to the rights provided in this paragraph, the County shall be entitled to all the rights afforded to it under the "Default" paragraph below.
- 28. <u>Worker and Community Right to Know Act</u>: The manufacturer or supplier of chemical substances or mixtures shall label them in accordance with the New Jersey Worker and Community Right to Know Law (N.J.S.A.34:51, *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"), aka Hazardous Substance Fact Sheet, must be furnished.
- **29.** <u>Assignment</u>: The Contractor shall not assign, transfer, convey, sublet, or otherwise dispose of the contract or any part thereof to any other party without the written consent of the County of Cape May.
- **30.** <u>Default</u>: In the case of default by the Contractor, the County reserves the right to procure the goods/services required from other sources, at the County's discretion, and to hold the Contractor responsible for any excess costs occasioned thereby.
- **31.** <u>Compliance with Law</u>: The Contractor shall comply strictly with all Federal, State, local and any professional laws, ordinances, rules, regulations, codes and/or requirements in the performance of services for the County. Failure to do so shall be deemed a default by the contractor and the County shall be entitled to all the rights afforded to it under the "Default" paragraph below.
- **32.** <u>Americans with Disabilities Act</u>: Contractor is obligated to comply with the American with Disabilities Act and its amendments.

- **33.** <u>Investments</u>: The County complies with C.52:32-57, P.L. 2012, c.25, which prohibits State and Local public contracts with persons or entities engaging in certain investment activities in energy or finance sectors of Iran.
- 34. <u>Public Employees Occupational Safety and Health Act</u>: Contractor shall be required to comply with all applicable provisions of the N.J. Public Employees Occupational Safety and Health Act (N.J.A.C. 34:6A-25), when providing and materials, supplies or services as part of the contract.
- **35.** <u>Public (Stockholder) Disclosure Information:</u> This form, as provided herein, must be completed, signed, and returned with this RFP; failure to submit an executed copy is a fatal defect that cannot be cured nor waived.
- **36.** <u>New Jersey Business Registration</u>: Contractors are advised that they are required to be registered with the New Jersey Division of Taxation, and to comply with all New Jersey Tax Laws. Contractors <u>must</u> furnish a copy of their State of New Jersey Business Registration Certificate before a contract is authorized, and preferably with this RFP submittal. Failure to provide a NJ Business Registration Certificate before the contract is authorized shall cause rejection of RFP. Non-profit organizations are exempt from this law and therefore must provide a 501(c)3 tax exempt certificate and certificate of incorporation. To register, go to the Division of Revenue website: www.nj.gov/treasury/revenue/gettingregistered.shtml .</u>
- **37**. <u>W-9</u>: Successful respondent shall complete a W-9 and submit to the Purchasing Department prior to contract award, and preferably with this RFP submittal. The form is available at the following link: <u>http://www.irs.gov/pub/irs-pdf/fw9.pdf</u>.
- **38.** <u>**References**</u>: On the EXPERIENCE STATEMENT provided herein, all Contractors shall list no fewer than three (3) references for similar contracts.
- **39.** <u>Criminal Background Check</u>: Contractor is responsible for performing an Employee Criminal Background Check, sexual offender checks and drug screening for their employees that will perform the contracted services on behalf of the County. Contractors shall be required to provide a copy of the background check upon request by the County.
- **40.** <u>Award/Reject Proposals</u>: Pursuant to N.J.S.A.40A:11-24(a), the Cape May County Board of Commissioners reserves the right to consider the Proposals for sixty (60) days after the receipt thereof; and further reserves the right to reject any and all Proposals, waive informalities, and make such awards or take action as may be in the best interest of the County.
- **41.** <u>Irrevocable Proposal</u>: Proposals are irrevocable by the subscriber, or his/her/ their or its personal or legal representatives. Said Proposal and award thereunder is made to the subscriber by the County and shall bind the subscriber, his/her/their or its heirs, executors, administrators, successors or assigns.
- **42.** <u>Independence of Firm</u>: It is expressly agreed by the parties the Contractor is at all times hereunder acting and performing as an independent firm to coordinate the provision of goods and/or services within the scope of the authority conferred by this contract.
- **43**. <u>Citizenship</u>: Contractor shall have verification of citizenship for all staff members and maintain files of lawful documentation and permits required by the Immigration and Control Act of 1986.

- **44.** <u>Exceptions:</u> Any and all exceptions to any part of the requirements, specifications, or Statements contained in this document must be fully disclosed by the Vendor at the time of the proposal submission. Each exception shall be detailed, list the section and page number for reference. Failure to list exceptions and receive written acceptance of same from the County shall be deemed as acceptance of all terms and conditions contained herein. All exceptions must be listed on a separate sheet of paper and clearly labeled as such.
- **45.** <u>Statutory Requirements:</u> All Proposals must comply with the provisions mandated by applicable Federal Law and NJ State Statutes, including provisions mandating the provision of goods and/or services as delineated in this specification.
- **46.** <u>Confidential and Proprietary Designation</u>: Subsequent to the RFP opening, all information submitted by Contractors, subsequent to an award of contract, in response to the RFP solicitation is considered public information, except as may be exempted from public disclosure by the Open Public Records Act ("OPRA"), N.J.S.A.1A-1, *et seq.* and the common law. A Contractor may designate specific information as not subject to disclosure when the Contractor has a good faith legal/factual basis for such assertion. To assist the County's determination on a claim of confidentiality or protection under OPRA and/or the common law, a Contractor must clearly identify such information and address the following points to substantiate the confidentiality claim on the information:
  - a. The extent to which the information is known outside the Contractor's business.
  - b. The extent to which it is known by employees and others involved with your business.
  - c. The extent of the measures taken by your firm to guard the secrecy of the information.
  - d. The value of the information to your firm and your competitors.
  - e. The amount of effort or money expended by your firm in developing the information.
  - f. The ease or difficulty with which the information could be properly acquired or duplicated by others.

No information shall be protected unless all of the above information is submitted as part of the vendor's proposal. Additionally, the Contractor must commit, in writing, to assist the County's effort to protect the confidentiality of the documents and/or information should there be an OPRA request for disclosure, or a challenge to the confidentiality of the documents/information determined to be confidential by the County. The Contractor must also commit, in writing, to indemnify and hold the County harmless in any matter related to the vendor's claim of confidential and proprietary information. The location in the RFP proposal of any such designation should be clearly stated in a cover letter. The County will not honor attempts by Contractors to either designate their entire RFP proposal as proprietary and/or to claim copyright protection of their entire RFP. Therefore, the Contractor must withdraw the confidentiality request or withdraw the RFP.

- **47.** <u>**Termination for Cause**</u>: The County reserves the right to terminate the contract for any breach set forth above, as well as, but not limited to, the following:
  - a. Insufficient or outdated Insurance coverage.
  - b. Failure to maintain adequate staffing levels, non-performance and/or deficient good or services.
  - c. Failure to comply with Federal, State, County, local and/or professional laws, ordinances, rules, regulations, codes and/or requirements.
  - d. Failure to pay revenue to the County.
  - e. The County shall provide the Contractor with written notice of any breach of contract or non-compliance within twenty (20) days via written notice. If the Contractor fails to correct all cited deficiencies within the twenty (20) days, the County shall have the right at its sole discretion to terminate the contract. The Contractor shall be paid for

all services provided as of the termination date. No consideration shall be given for loss of anticipated revenue on the cancelled portion of the contract.

- f. The County's right to terminate for breach of contract shall be in addition to any other remedy provided by law and shall not be the sole remedy available to the County.
- **48.** <u>Insurance and Indemnification Requirements</u>: The Contractor shall, for the full duration of the contract, maintain current insurance as listed:
  - a. General Liability at \$1,000,000.00 per occurrence/\$2,000,000.00 aggregate for bodily injury and property damage.
  - b. Worker's Compensation at NJ Statutory limits.
  - c. Automotive Liability at \$1,000,000.00 limits.
  - d. Professional Liability, \$1,000,000.00 per occurrence, \$3,000,000.00 aggregate (if applicable).
  - e. The County of Cape May and the Cape May County Board of Commissioners shall be named as additional insured parties. The Contractor's coverage shall be primary to the County, and not be contributing with any other insurance available to the County, regardless of whether any other insurance is primary, contributing, or excess. The County shall be given thirty (30) days written notice of cancellation and said notice must be reflected on the certificate of insurance. The Contractor shall provide copies of all current Insurance Certificates to the County prior to execution of the contract. The Contractor is solely responsible for payments of any deductible associated with any insurance policy.
  - f. To the fullest extent permitted by law, the Contractor shall defend, indemnify, and hold harmless the County, the Cape May County Board of Commissioners, their agents, officers, and employees from any claims, suits, losses, liabilities, actions, damages, costs, and expenses of any nature whatsoever, whether for personal injury, property damage, or other liability arising out of or in any way connected with any of the Contractor's obligations under this contract, including those caused or alleged to be caused by the negligent acts, negligent omissions and/or fault of the County and/or fault of the County or the County's elected officials, officers, agents, servants and employees and arises out of this contract or the work performed in connection with this contract.
- **49.** <u>Payment & Partial Payments:</u> In order for payment, the vendor must return the purchase order that has been properly executed and originally signed. Attached shall be the vendor's invoice for goods or services rendered. No payment will be made unless duly authorized by the Owner's authorized representative and accompanied by proper documentation. Failure to follow these instructions shall result in the delay in the timely processing of invoices for payment.
  - a. The Vendor's attention shall specifically be called to the fact that no payment shall be rendered until such time that the goods and/or services have been delivered and/or incorporated and the work product has been inspected and engineered, installed, or constructed to the satisfaction of the County.
  - b. The County may withhold payment, due to subsequently discovered evidence, nullifying in whole or part any payment certificate, to such extent as may be deemed necessary to protect the County, including for, but not limited to, the following causes:
    - i. Defective work not corrected.
    - ii. Claims filed or responsible evidence indicating probability of filing claims.

- iii. Known failure of the Vendor to make payments properly to Subcontractors or for materials or labor.
- iv. A reasonable doubt that the contract can be completed for the balance then unpaid.
- v. For damages to another Vendor, agency, governing body, corporation, or person.
- vi. When the above stated liens and/or grounds are resolved to the satisfaction of the County payment shall be made for the amounts that were withheld because of them.
- c. The Vendor shall be paid in monthly installments, approximate estimates for the work satisfactorily completed, properly invoiced, and approved by County.
- d. The Vendor, if submitting for partial payments for materials suitable for use in the execution of the contract, the person providing the materials furnishes releases of liens for the materials at the time each estimate of work is submitted for payment.
- e. The Vendor acknowledges that the Cape May County Board of County Commissioners votes on all authorizations for each periodic payment, final payment, and/or retainage amounts.
- f. From the total amount ascertained as payable, an amount equal to two (2) percent of the amount due of each estimate will be deducted and retained by the County pending final completion and acceptance of all work covered by this contract.
- g. At the regular meeting of the Cape May County Board of County Commissioners, the County may make partial payment to the Contractor on the basis of a duly certified and approved estimate of the work performed. The check of the approved partial payment amount due will be mailed by the County Treasurer's Office typically on the Monday following the County Commissioners' meeting in which the payment was approved. Under no circumstances will the checks be picked up in person or sent by any means other than the regular delivery of the U.S. Mail. The Board of County Commissioners meets twice a month, typically on the second and fourth Tuesdays of the month.
- h. Final payment will not be made until all provisions of the contract documents are met.

## **TECHNICAL SPECIFICATIONS**

### REQUEST FOR PROPOSALS FOR CREATING A BRANDING AND MARKETING CAMPAIGN TO PROMOTE OPPORTUNITIES FOR TECHNOLOGY AND INNOVATION-BASED BUSINESSES IN CAPE MAY COUNTY

#### A. Intent:

The County of Cape May (hereinafter 'County') is seeking the services of a qualified firm (hereinafter 'Consultant') to develop a branding and marketing campaign to recruit technologyand innovation-based companies to establish and/or relocate their business (or a portion thereof) to the County. The County is undertaking this initiative in order to diversify the County's economic base and to create opportunities for well-paying year-round jobs.

#### B. Background:

The County's Economic Development Program has had success in recruiting technology- and innovation-based companies to locate in "The Tech Hangar", a new 20,000-square-foot, County-owned building located on Hornet Road at the Cape May County Airport. Recruitment efforts were largely founded on identifying and promoting the assets of the County, which include its abundant natural resources, high quality of life, and geographic location proximate to major population centers and markets of the Northeast. Construction on a second Tech Hangar is anticipated to begin in Fall, 2022.

A non-mandatory, but strongly encouraged, site visit has been scheduled for <u>THURSDAY</u>, <u>SEPTEMBER 15<sup>th</sup>, 2022 at 10:00am</u> in the parking lot of 1293 Hornet Road, Rio Grande, NJ 08242, "Tech Village".

#### C. Scope of Services:

Detail your overall approach to reaching the target audience. Describe how your brand development will carry forward to your marketing plan. Goals of the marketing plan include but are not limited to, defining the path to obtain new business, promote tenant value, increase establishment/relocation of businesses/industries, improve retention, and increase brand awareness. Goals of the branding plan include but are not limited to, building awareness, create an emotional connection, differentiate, create creditability, and trust, and motivate relocation.

**Task 1:** The Consultant will be asked to craft a branding and marketing campaign to aid the County and its partners in generating interest and leads on potential tenants that will expand opportunities in the technology and innovation sectors at the second Tech Hangar building. Creative content including robust visuals are both desired and required as a part of this campaign.

**Task 2:** In addition to the site-specific assets developed for the Tech Hangars (Task 1), the Consultant will also be charged with developing branding and marketing concepts for use in the County's general Economic Development Program. These concepts should be directly related to and compatible with the Task 1 work products and must also be focused on recruitment of technology and innovation companies. However, concepts should be applicable to the broader geographic area of the County or sections thereof, rather than a specific site.

### D. Deliverables:

- 1. Define purpose
- 2. Define a set of values, philosophy, guiding principle
- 3. Competition Analysis / Differentiation
- 4. Determine Primary and Secondary Target Audiences, Develop Tenant Profile
- 5. Brand Platform / Strategy/ Brand Marketing
- 6. Develop/Expand a Compelling Brand Narrative/Story
- 7. Create Brand Guidelines
- 8. Create 'How to Successfully Relocate' Toolkit for Businesses

### E. Budget:

A total of \$55,000 has been budgeted in support of these two Tasks. The County reserves the right to award a contract for Task 1, Task 2, or both Tasks dependent upon the proposals received.

### F. Evaluation Criteria:

During the evaluation of proposals, the County will utilize the below listed Evaluation Criteria to ascertain the costs and benefits of all aspects of each proposal received in response to the RFP. Each category is assigned a maximum point value. Point values for the categories will be disclosed along with details on the rating system at the scheduled proposal opening session, pursuant to N.J.A.C. 5:34-4.3(b).

Evaluation Criteria categories include the following:

1. Qualifications of the Firm and Key Personnel:

Describe the technical and creative capabilities of the Firm. Provide an organizational chart listing all proposed individuals to work with the County. List the name, business address, telephone number, and e-mail address of the individual who will act as the contract manager for the project. Provide resumes of each individual's background and skills in marketing, branding, business recruitment strategies and related experience. List the following information for all personnel who will be assigned to the contract, directly or indirectly:

- a. Years of experience with marketing, branding, and related work.
- b. Length of and type of service with firm.
- c. List of relevant experience
- d. Education and formal training, including certifications and licensure (if any).

### 2. Firm Experience with Similar Projects:

- a. List of work similar in nature and past experience with successful marketing campaigns focused on recruitment of technology and innovation-related companies.
- b. Provide specific references of work, including those that include both site specific and broader concept marketing. Examples of work should be in the form of project profiles or summaries listing key concepts and visuals; links to websites with more robust project details are acceptable.

### 3. Cost – Hourly Rates, Reimbursables and Fees, etc.:

The Firm shall provide a breakdown of the cost of the services described in the Firm's

proposal. The cost breakdown shall include a breakdown of the labor category (title), hourly billing rates and cost, and direct reimbursable expense rates. Include titles' task assignments.

#### 4. Schedule:

Firms are expected to demonstrate their availability and ability to meet deadlines established by the County for the two Tasks outlined in Section A. Provide an anticipated schedule for each of the tasks, beginning with "Week 1" as "Contract Award." The schedule shall include the anticipated sequencing of these tasks as well as an estimated timeframe for completion of each task, concurrent tasks, and independent tasks, if feasible.

#### 5. **Project Understanding:**

Prepare a detailed narrative outlining your understanding of the County's needs, requirements, and objectives as they relate to this RFP. A complete and appropriately responsive narrative will demonstrate a thorough and comprehensive understanding of the Scope of Work and how the Firm's qualifications and fitness of ability will serve the goals of the County with respect to this RFP. All forms, any applicable certifications, schedule of fees, and requested documents shall be completed and submitted with the proposal.

### PROPOSAL PAGES

#### REQUEST FOR PROPOSALS FOR CREATING A BRANDING AND MARKETING CAMPAIGN TO PROMOTE OPPORTUNITIES FOR TECHNOLOGY AND INNOVATION-BASED BUSINESSES IN CAPE MAY COUNTY

To the Board of Commissioners:

The undersigned hereby declares the documents have been carefully read and they fully understand the specifications and instructions for proposals and will strictly adhere to all terms and conditions of said documents, if awarded a contract.

#### PROPOSAL COSTS BY TASK:

Provide a schedule of fees with all hourly rates, reimbursables, and fees.

Task 1: Tech Hanger Campaign	\$
Task 2: Countywide Campaign	\$
Date:	, 2022
Signed	Printed Name
Title	Name of Firm
Address	
Address Line 2	Office Phone
Contract Manager	Title

Cell Phone

E-mail

▶ Go to www.irs.gov/FormW9 for instructions and the latest information.

	2 Business name/disregarded entity name, if different from above	
on page 3.	<ul> <li>3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only of following seven boxes.</li> <li>Individual/sole proprietor or</li> <li>C Corporation</li> <li>S Corporation</li> <li>Partnership</li> <li>True</li> </ul>	<b>he</b> of the <b>4</b> Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): st/estate
e.	single-member LLC	Exempt payee code (if any)
ty b	Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ►	
rint or type. Instructions	Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of t another LLC that is <b>not</b> disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-memb	ne LLC is code (if any)
P Specific	is disregarded from the owner should check the appropriate box for the tax classification of its owner.	
ec	Other (see instructions) ►	(Applies to accounts maintained outside the U.S.)
See <b>Sp</b>	5 Address (number, street, and apt. or suite no.) See instructions. Request	er's name and address (optional)
57	6 City, state, and ZIP code	
	7 List account number(s) here (optional)	

#### Part I Taxpaver Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a	Social security number
resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see <i>How to get a</i>	
<i>TIN,</i> later.	Or Employer identification number
<b>Note:</b> If the account is in more than one name, see the instructions for line 1. Also see <i>What Name and Number To Give the Reguester</i> for guidelines on whose number to enter.	
Part II Certification	

Under penalties of perjury, I certify that:

- 1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- 2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- 3. I am a U.S. citizen or other U.S. person (defined below); and
- 4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign	Signature of
Here	U.S. person ►

# **General Instructions**

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

# Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest),
- 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.

Date 🕨

# BID SOLICITATION # AND TITLE:

VENDOR NAME:

2.

#### PURSUANT TO N.J.S.A. 52:25-24.2 (P.L. 1977, c.33, as amended by P.L. 2016, c.43)

- 1. The vendor is a **Non-Profit Entity**; and therefore, no disclosure is necessary.
  - The vendor is a **Sole Proprietor**; and therefore, no other disclosure is necessary. A Sole Proprietor is a person who owns an unincorporated business by himself or her-self. A limited liability company with a single member is not a Sole Proprietor.

#### 3. The vendor is a corporation, partnership, or limited liability company; and therefore, disclosure is necessary.

If you answered **YES** to Question 3, you must disclose the following information below: (a) the names and addresses of all stockholders in the corporation who own 10% or more of its stock, of any class; (b) all individual partners in the partnership who own a 10% or greater interest therein; or, (c) all members in the limited liability company who own a 10% or greater interest therein.\*

NAME					
ADDRESS ADDRESS			ADDRESS		
CITY	STATE	ZIP	CITY	STATE	ZIP
CITI	STATE	ZIF		STATE	ZIF
NAME			NAME		
ADDRESS			ADDRESS		
ADDRESS			ADDRESS		
	OTATE	סוד		OTATE	ZIP
CITY	STATE	ZIP	CITY	STATE	ZIP

4. For each of the corporations, partnerships, or limited liability companies identified in response to Question #3 above, are there any individuals, partners, members, stockholders, corporations, partnerships, or limited liability companies owning a 10% or greater interest of those listed business entities?

If you answered **YES** to Question 4, you must disclose the following information below: (a) the names and addresses of all stockholders in the corporation who own 10% or more of its stock, of any class; (b) all individual partners in the partnership who own a 10% or greater interest therein; or, (c) all members in the limited liability company who own a 10% or greater interest therein. The disclosure(s) shall be continued until the names and addresses of every non-corporate stockholder, individual partner, and/or member a 10% or greater interest has been identified.\*

ADDRESS ADDRESS CITY	STATE	ZIP	NAME       ADDRESS       ADDRESS       CITY     STATE	
NAME			NAME	
ADDRESS			ADDRESS	
ADDRESS	STATE	ZIP	ADDRESS	

5. As an alternative to completing this form, a Vendor with any direct or indirect parent entity which is publicly traded, may submit the name and address of each publicly traded entity and the name and address of each person that holds a 10% or greater beneficial interest in the publicly traded entity as of the last annual filing with the federal Securities and Exchange Commission or the foreign equivalent, and, if there is any person that holds a 10% or greater beneficial interest, also shall submit links to the websites containing the last annual filings with the federal Securities and Exchange Commission or the foreign equivalent and Exchange Commission or the foreign equivalent and the relevant page numbers of the filings that contain the information on each person that holds a 10% or greater beneficial interest.\*

\* Attach additional sheets if necessary

#### **BID SOLICITATION # AND TITLE:**

#### VENDOR NAME:

Pursuant to N.J.S.A. 52:32-57, et seq. (P.L. 2012, c.25 and P.L. 2021, c.4) any person or entity that submits a bid or proposal or otherwise proposes to enter into or renew a contract must certify that neither the person nor entity, nor any of its parents, subsidiaries, or affiliates, is identified on the New Jersey Department of the Treasury's Chapter 25 List as a person or entity engaged in investment activities in Iran. The Chapter 25 list is found on the Division's website at <a href="https://www.state.ni.us/treasury/purchase/pdf/Chapter25List.pdf">https://www.state.ni.us/treasury/purchase/pdf/Chapter25List.pdf</a>. Vendors/Bidders must review this list prior to completing the below certification. If the Director of the Division of Purchase and Property finds a person or entity to be in violation of the 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.

#### CHECK THE APPROPRIATE BOX

I certify, pursuant to N.J.S.A. 52:32-57, et seq. (P.L. 2012, c.25 and P.L. 2021, c.4), that neither the Vendor/Bidder listed above nor any of its parents, subsidiaries, or affiliates is listed on the New Jersey Department of the Treasury's Chapter 25 List of entities determined to be engaged in prohibited activities in Iran.

#### OR

I am unable to certify as above because the Vendor/Bidder and/or one or more of its parents, subsidiaries, or affiliates is listed on the New Jersey Department of the Treasury's Chapter 25 List. I will provide a detailed, accurate and precise description of the activities of the Vendor/Bidder, or one of its parents, subsidiaries or affiliates, has engaged in regarding investment activities in Iran by completing the information requested below.

Entity Engaged in Investment Activities Relationship to Vendor/ Bidder	
Description of Activities	
Duration of Engagement	
Anticipated Cessation Date	
*Attach Additional Sheets If Necessary.	

#### **CERTIFICATION**

I, the undersigned, certify that I am authorized to execute this certification on behalf of the Vendor, that the foregoing information and any attachments hereto, to the best of my knowledge are true and complete. I acknowledge that the County of Cape May is relying on the information contained herein, and that the Vendor is under a continuing obligation from the date of this certification through the completion of any contract(s) with the County to notify the County in writing of any changes to the information contained herein; that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification. If I do so, I may be subject to criminal prosecution under the law, and it will constitute a material breach of my contract(s) with the County to declare any contract(s) resulting from this certification void and unenforceable.

Signature

Date

Print Name and Title

#### AMERICANS WITH DISABILITIES ACT OF 1990

#### Equal Opportunity for Individuals with Disability

The Contractor and the County of Cape May, (hereafter "Owner") do hereby agree that the provisions of Title II of the Americans With Disabilities Act of 1990 (the "Act") (42 U.S.C. S121 01 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 there unto, 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 that the Contractor, its agents, servants, employees, or sub-Contractors 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 its own expense, appear, defend, and pay 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's grievance procedure, the Contractor agrees to abide by any decision of the Owner which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the Owner, or if 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, give written notice thereof to the Contractor along with full and complete particulars of the claim, If any action or administrative proceeding 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.

Pur. 1/08

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

#### GOODS, GENERAL SERVICES, AND PROFESSIONAL SERVICES CONTRACTS

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

The contractor or subcontractor, where applicable, will not discriminate against any em-ployee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nation-ality or sex. Except with respect to affectional or sexual orientation and gender identity or ex-pression, the contractor will ensure that equal employment opportunity is afforded to such ap-plicants in recruitment and employment, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affection-al 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, up-grading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprentice-ship. The contractor agrees to post in conspicuous places, available to employees and appli-cants 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 <u>N.J.S.A.</u> 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 <u>N.J.A.C.</u> 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; or

Employee Information Report Form AA-302 (electronically provided by the Division and distributed to the public agency through the Division's website at: http://www.state.nj.us/treasury/contract\_compliance.

The contractor and its subcontractors shall furnish such reports or other documents to the Division of Purchase & Property, CCAU, EEO Monitoring Program 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 Purchase & Property, CCAU, EEO Monitoring Program for conducting a compliance investigation pursuant to N.J.A.C. 17:27-1.1 et seq.

#### **INSURANCE STATEMENT**

#### TO THE BOARD OF COMMISSIONERS:

The undersigned hereby declares that they have the following types of insurance. If a contract is awarded the undersigned will furnish same with the County of Cape May, 4 Moore Road, Cape May Court House, N.J. 08210 listed as additional insured.

TYPE INSURANCE	COMPANY	LIMITS OF COVERAGE
(an	individual) artnership) under the laws of	
	orporation)	
the State of		, having principal offices at
Date:	SIGNED	
	Print Name	

Title

# Experience Statement References

Include as many as Required by the Specification.

1

Firm Name:	· · · · · · · · · · · · · · · · · · ·	
Contact Name & Phone:		
Contract Location:		
Contract Amount & Years:		
·		
Firm Name:		
Contact Name & Phone:		
Contract Location:		

Contract Amount & Years:		
Firm Name:	<u></u>	And An

Contact Name & Phone:	
Contract Location:	
Contract Amount & Years:	

Firm Name:		
Contact Name & Phone:		
Contract Location:		
Contract Amount & Years:	······································	

Firm Name:	
Contact Name & Phone:	
Contract Location:	
Contract Amount & Years:	

Firm Name:		
Contact Name & Phone:		
Contract Location:		
Contract Amount & Years:		