

## Foreword

The Greater Wildwoods Tourism Improvement and Development Authority, (the “Authority”), as agent for the New Jersey Sports and Exposition Authority, “NJSEA” is seeking Proposals from firms fully qualified and experienced in providing facility management services at convention centers.

All Proposals should be mailed to Mrs. Michaela Carlino, QPA, Greater Wildwoods Tourism Improvement and Development Authority, Wildwoods Convention Center, 4501 Boardwalk, Wildwood, New Jersey 08260.

The Wildwoods Convention Center which is owned by “NJSEA” and operated by the “Authority” is seeking a high quality, facility management service organization which encompasses the entire operation of the facility and coordination with the Authority and the food service provider and will include but not limited to the following:

- Event Production
- Building Maintenance
- Public Safety
- Labor Relations

An acceptable Surety (Performance) Bond or Irrevocable Letter of Credit, for the duration of the Facility Management Services Contract, shall be furnished by the successful Proposer in the sum of \$250,000. Application and Surety Bonds should be issued by a corporate surety or sureties, authorized to do and doing business in the State of New Jersey. Irrevocable Letters of Credit (in lieu of the Surety Bonds) may be issued by a bank or banks domiciled in the State of New Jersey.

It should be noted that principal Proposers should have at least five (5) years of successful experience as the sole and exclusive provider of facility management services in convention centers or other facilities of a comparable nature, with gross event revenues from operations of at least \$1,000,000 or more per year per any one facility operated for the past five years.

Submitted Proposals should follow all instruction requirements listed in the RFP documents.

The Authority desires to employ the best qualified Proposer or Proposers who, in its opinion, will continuously provide top quality service, product quality and generally create goodwill within this high-quality facility. As such, these criteria will be most important in the final selection process and the right is reserved by the Authority to reject all Proposals or any Proposal for whatever reason including non-conformance with the Proposal document formats. The final decision made by the Authority will be made in its overall best interest.

RFP for FACILITY MANAGEMENT SERVICES at THE WILDWOODS CONVENTION CENTER

Note should be made that attendance is required by all Proposers at a mandatory pre-proposal meeting at the Wildwoods Convention Center, on Thursday June 23, 2022, at 2:00 p.m. EST (please note this date is subject to modification, however, all potential Proposers will be duly advised of such within an ample time period to adjust schedules if such should occur). The purpose of this meeting will be to answer any questions pertaining to the Proposal documents.

Please sign and return the RSVP on the following page, indicating whether or not a representative of your firm will be attending the pre-proposal meeting.

Your interest and application in and for this contract is very much appreciated.

Correspondence or questions concerning this Proposal Should be sent to the attention of:

Greater Wildwoods Tourism Improvement and Development Authority  
Attn: Mrs. Michaela Carlino  
QPA  
Wildwoods Convention Center  
4501 Boardwalk  
Wildwood, NJ 08260

(609) 846-2674

(609) 846-2675 (fax)

[mcarlino@wildwoodsnj.com](mailto:mcarlino@wildwoodsnj.com) (E-mail)

## RSVP

A representative from my organization will be attending the pre-proposal meeting at the Wildwoods Convention Center on Thursday June 23, 2022 at 2:00 p.m.

Name of Firm \_\_\_\_\_

Authorized Signature \_\_\_\_\_

Return this RSVP by mail, e-mail or fax to:

Greater Wildwoods Tourism Improvement and Development Authority  
Attn: Mrs. Michaela Carlino  
Finance Manager, QPA  
Wildwoods Convention Center  
4501 Boardwalk  
Wildwood, NJ 08260

(609) 846-2674

(609) 846-2675 (fax)

[mcarlino@wildwoodsny.com](mailto:mcarlino@wildwoodsny.com) (E-mail)

**INSTRUCTIONS TO PROPOSERS, PROPOSAL FORMS,  
BUSINESS QUESTIONNAIRE AND OTHER RELATED DOCUMENTS**

**Prepared By:**

**THE GREATER WILDWOODS TOURISM IMPROVEMENT AND  
DEVELOPMENT AUTHORITY**

**As agents for:**

**THE NEW JERSEY SPORTS AND EXPOSITION AUTHORITY**

**for the:**

**FACILITY MANAGEMENT SERVICES CONTRACT**

**at:**

**THE WILDWOODS CONVENTION CENTER**

**WILDWOOD, NEW JERSEY**

**June 8, 2022**

**REQUEST FOR PROPOSAL**  
**FACILITY MANAGEMENT SERVICES CONTRACT**  
**THE WILDWOODS CONVENTION CENTER**  
**WILDWOOD, NEW JERSEY**

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RFP for FACILITY MANAGEMENT SERVICES at THE WILDWOODS CONVENTION CENTER

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## **PREFACE: THE PROJECT**

The Wildwoods Convention Center, under the management of the “Authority”, provides an outstanding multi-purpose venue for affordable meetings, trade shows, civic events, concerts, and sports. The convention center sits on the beach at Burk Avenue and the Boardwalk. The facility totals over 260,000 gross square feet, including:

- 75,000 square foot exhibition hall
- 11,700 square feet of ballroom space
- 8,675 square feet of meeting rooms
- Outdoor amenities include new boardwalk space, a boardwalk extension and deck area

The Wildwoods Convention Center has its home on what is perhaps the single-most defining attribute of the Wildwoods – the Boardwalk, a two-mile long wooden walkway that is home to hundreds of shops, eateries, arcades, and five amusement piers that have more rides than Disneyland. Each summer weekend brings 250,000 visitors to the Wildwoods. One third of the United States population is within a four-hour drive of the resort, which boasts over seven million visitors each year.

The Authority is seeking Proposals from qualified facility management providers to operate the Wildwoods Convention Center.



1.0 GENERAL INFORMATION

1.01 Introduction

- a. The Authority will award this Contract to the best-qualified and responsible Proposer(s) and enter into a Contract for facility management services, as specified herein; manage and produce all event operations at the facility, provide building maintenance services including maintenance for all equipment of the food service operation, coordinate and monitor public safety at the facility, operate and maintain the parking lots controlled by the Authority.
- b. The Authority's operational facilities and equipment shall be used solely for the conduct of the described Contract.
- c. Activities – The Convention Center will provide a broad range of activities, including regional trade and consumer shows, conventions, meetings and other regional and local banquet and special events.
- d. Plans – Building Plans and Mechanical Drawings of the Convention Center are available upon request.

1.02 Definitions

The following capitalized terms shall have the following definitions in this document:

- a. Proposal – The document or documents submitted by Proposers in answer to the RFP package questions and information requested by the Authority relative to the facility management services Contract at the Wildwoods Convention Center.
- b. Proposer – That party or parties responding to this RFP, in written form, regarding the above referenced Contract.
- c. Contract – Shall mean a binding agreement to provide the Facility Management services for the Authority as provided herein.
- d. Contractor – Shall mean the corporation, company, partnership, firm, or individual named and designated in the Contract as the “Facility Management Services” Contractor(s), and its, his, or their employees, agents and legal representatives.
- e. GWTIDA – Is the operator of the building pursuant to the agreement between GWTIDA and NJSEA dated 2-23-98, herein with “Authority” shall mean GWTIDA as agent for NJSEA.
- f. Convention Center – The Wildwoods Convention Center project located in Wildwood, New Jersey.
- g. Event Production – The labor, equipment, and materials required to timely and adequately provide setup and tear down activities for all events, conventions, meetings, and any other activities utilizing the facilities, including a detailed decorating policy.
- h. Building Maintenance – Long and short term maintenance of the facility and its operating equipment including oversight of all maintenance agreements.
- i. Public Safety – The maintenance and operation of all surveillance equipment and access to the facility.
- j. Approved Budget – Any operations and/or capital budget submitted by the proposer.

- k. Capital Equipment – Any and all furniture, fixtures, machinery or equipment either additional or replacement having a per item original cost of two thousand dollars (\$2,000) or more or an expected useful life of more than one year...
- l. Capital Improvements – Any and all building additions, alterations, renovations, repairs or improvements that have an initial cost of not less than two thousand (\$2,000) per project.
- m. RFP – The formal Request for Proposal document provided to Proposers for this Contract.
- n. Senior Management – Personnel from the Contractor’s firm assigned to this project and relating to the following positions.

- Director of Operations – facility management services
- Corporate, District and Regional Management Personnel
- Corporate, Marketing and Financial Liaison Personnel

NOTE: The term Corporate shall mean any person(s) located at the Contractor’s Corporate Headquarters or reporting directly to the Corporate Headquarters personnel.

- o. The New Jersey Sports & Exposition Authority – The building owner.
- p. Authority Designee – An individual named by the Authority as its facility management services contract administrator/liaison.
- q. Fiscal Year – A one year period beginning January 1 and ending December 31
- r. Operating Expenses – The costs associated with the day to day operations and maintenance of the facility, including payroll, payroll taxes, administrative and general costs, and other daily operating costs, as set out in the financial schedules set out herein.
- s. Performance Bond – The bond provided by the Contractor to guarantee the successful performance over the term of the Contract.
- t. Contracting Parties Designee – An individual named by the successful bidder as its liaison to oversee the facility management operation and to be the person with whom the Authority interacts.

- u. Prior Financial Records – Shall mean those records provided by the “Authority” during the duration of the current contract through 2021, will be provided upon request.
- v. Historical Data – Shall mean prior records of events held at the convention center between 2017 and 2021. In addition thereto, 2022 Projected Event Net Income by Month is attached as Appendix A.

1.03 Facilities

Attached as appendix B, facility layout and capacity chart, is a copy of a diagram of the facility operational areas along with a capacity chart. That includes room dimensions, square footage and ceiling height.

The facility also includes 6 parking lots located between Montgomery Avenue and Bennett Avenue along the Boardwalk. These lots provide approximately 700 spaces for visitors to the convention center and the Wildwoods.

1.04 Equipment

- a. The building has all of its HVAC and mechanical systems located on a mezzanine level surrounding the exhibit hall. Plans and drawings are available for review by the proposer upon request.
- b. The switchgear room that contains the buildings electrical power supply is located on the ground floor behind meeting room 10 and adjacent to the kitchen.
- c. All Contractor-purchased equipment and furnishing shall be new, of modern design, and of first-class material and construction. The furnishings and equipment shall be of such quality, design, and finish, in the opinion of the Authority's management with the general décor of the Center. All such expenditures by the Contractor must be approved in writing by the Authority before purchase and installation of such heavy duty equipment.
- d. All Proposal submissions are based upon the contractor's understanding, commitment, and general agreement to the above project's economic goals and objectives

1.05 Requirements and Schedules

Proposals shall consist of Schedules A through F attached hereto. These schedules must be completed in every detail. Additional pages may be used where necessary.

- a. Schedule A – The Wildwoods Convention Center facility management services Proposal Form.
- b. Schedule B – Business Questionnaire.
- c. Schedule C – Proposal Form.
- d. Schedule D – Additional Information.
- e. Schedule E – Comments on Facility Management Operations.
- f. Schedule F – Projected organizational structure and list of key personnel and job responsibilities to be supplied by bidder.

1.06 Schedule

The following is the anticipated Contractor selection and operational start-up schedule for his project. This may be altered in writing to all Proposers at the discretion of the Authority.

ESTIMATED PROJECT COMPLETION SCHEDULE

FACILITY MANAGEMENT SERVICES OPERATOR SELECTION

<u>ELEMENT</u>	<u>COMPLETED BY</u>
RFP Packages to Proposers.....	June 8, 2022
Mandatory pre-proposal meeting with Proposers.....	June 23, 2022
Proposals due.....	July 13, 2022
Review of Proposals and short list determined.....	July 18 to July 22, 2022
Short list presentations.....	July 25 to July 29, 2022
Review and selection of operator(s).....	August 3, 2022

Negotiation/award of Contract by..... August 18, 2022

Proposed Contract start Date..... January 1, 2023

1.07 Insurance

- a. The Contractor shall comply with all applicable state and local insurance and fire prevention regulations and all requirements of the Authority's insurance carriers.
- b. At the time of the execution of this Agreement, the Contractor shall immediately furnish and deposit with the Authority certificates as designated in this Section. All insurance policies shall be issued by an insurance company authorized by law to conduct business in the State of New Jersey and having an A.M. Best rating of A or better. Such insurance company and policies are subject to the prior approval and acceptance of the Authority. Contractor shall, at its sole cost and expense, procure and maintain the following types and limits of insurance, additional insured endorsement and cancellation clause through the term of this Agreement:
  - (1) Commercial General Liability policy with the addition of coverage's as broad and as encompassing as the Broad Form Comprehensive General Liability endorsement in the occurrence form, providing coverage against claims for bodily injury or death and property damage occurring in or upon or resulting from the use or occupancy of the Premises or from or out of Contractor's and its authorized representatives' performance or non-performance related in any way to this Agreement. Such insurance shall be primary and non-contributory with any other coverage's, including the Authority's, and such insurance shall afford defense and indemnification of the Authority to the limit of not less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate, to be provided through a combination of primary and excess layered policies.
  - (2) New Jersey Worker's Compensation and Employers' Liability insurance.
  - (3) Commercial Automobile Liability, or Business Auto Policy with limits not less than \$1,000,000 each occurrence, combined single limit for bodily injury or death and property damage, including loading and unloading operations.
  - (4) Blanket employee dishonesty at \$500,000 per occurrence, \$1,000,000 in the aggregate.

- c. The Commercial General Liability and Commercial Automobile Liability insurance policies described above must include the following additional insured endorsement language:

THE NEW JERSEY SPORTS AND EXPOSITION AUTHORITY, GWTIDA AND ITS OFFICERS, AGENTS AND EMPLOYEES ARE NAMED AS ADDITIONAL INSURED INCLUDING THE COST OF DEFENSE, AGAINST CLAIMS FOR BODILY INJURY OR DEATH AND PROPERTY DAMAGE OCCURRING IN OR UPON OR RESULTING FROM THE INSURED'S USE OR OCCUPANCY OF THE FACILITIES AND COMMON AREAS OF THE WILDWOODS CONVENTION CENTER OR FROM OR OUT OF THE INSURED'S OR ITS MEMBERS', OFFICERS', DIRECTORS', EMPLOYEES', AGENTS', CONTRACTORS' OR LICENSEES' PERFORMANCE OR NON-PERFORMANCE RELATED IN ANY WAY TO THE FACILITY MANAGEMENT SERVICES AGREEMENT BY AND BETWEEN THE NEW JERSEY SPORTS AND EXPOSITION AUTHORITY AND THE CONTRACTOR RELATED TO THE WILDWOODS CONVENTION CENTER.

- d. Authority shall maintain all risk property insurance coverage for the Premises and all contents thereof owned by the Authority.
- e. The cancellation clause for all the above policies and certificates(s) must read as follows:

SHOULD ANY OF THE ABOVE DESCRIBED POLICES BE CANCELED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER.

- f. Contractor shall, throughout the term of this Agreement, require all of Contractor's agents, licensees or subcontractors providing a service at the Premises to provide Contractor and the Authority with certificates of insurance evidencing similar types of Commercial General Liability, Workers' Compensation, Employers' Liability, and Commercial Automobile Liability insurance coverage's required of Contractor by this Agreement.



1.08 Rights and Options of the Authority

- a. The Authority has the right to enter into a contract for a five year term for all of the facility management services for the Center.
- b. Historical and projected event data for the Center is available.
- c. The Authority reserves the right to reject any and all Proposals and to waive any irregularities or informality with respect to any Proposal.
- d. No Proposal will be accepted from, or Contract awarded to, any person, firm or corporation that is in arrears or in default to any business or government entity for delinquent taxes or assessments or any debt or contract whether as defaulter or bondsman.
- e. The final Contract with the successful Contractor will be drawn by the Authority's legal counsel and may contain such other provisions as are deemed necessary to protect the Authority's interests therein.
- f. The Contractor agrees to abide by the rules and regulations as prescribed herein and as prescribed by the Authority as the same now exists or may hereafter from time to time be changed in writing.

1.09 Local, Minority, and Women-Owned Business Enterprises

- a. The Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, age, national origin, disability, or marital status. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Authority setting forth the provisions of this nondiscrimination clause. The Contractor shall, in all solicitations or advertisements for employees placed by or on the behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, age, or national origin.
- b. In connection with the performance of work under this Contract, the Contractor shall undertake measures designed to eliminate any discriminatory barriers in the terms and conditions of employment on the grounds of race, color, religious

creed, national origin, age, or sex. Such measures shall include measures to ensure equal opportunity in the areas of hiring, upgrading, demotion or transfer, recruitment, layoff or termination, rate of compensation, and in-service or apprenticeship training programs.

1.10 Interpretation

Should any question arise as to the proper interpretation of the terms and conditions of these specifications, the decisions of the duly designated representative of the Authority shall be final.

## 2.0 SCOPE OF SERVICES TO BE PROVIDED

The Authority will engage the contractor to operate and maintain the facility based upon the terms and conditions hereinafter set forth.

### 2.01 Authority

The Contractor shall have responsibility over the day to day operations of the facility including but not limited to, all event production activities, facility maintenance, cleaning and repair, and improvements, provide that they shall follow all policies and guidelines applicable to the facility as established by the Authority from time to time.

### 2.02 Performance and Services

The Contractor shall perform and furnish such services as are appropriate or necessary to operate and maintain the facility in a manner consistent with the Contractors policies and procedures and the operations of other similar first class facilities and such policies and guidelines of the Authority as determined from time to time.

### 2.03 Rights

The Contractor will have sole right and authority to do the following:

- Employ supervise and direct employees and personnel consistent with the provisions outlined in the contract and in accordance with the annual budget.
- Administer relationships with the subcontractors and other contracting parties to the pre existing agreements as the provisions thereof relate to the operation and/or maintenance of the facility. If any of such agreements will be extended or renewed in future, such extensions or renewals shall be subject to approval by the Authority.
- In accordance with the purchasing policies and procedures of the Authority with respect to the facility the Contractor will negotiate, and execute in its name as agent for the Authority any and all supplier agreements, service contracts (including contracts for cleaning, decorating, and setup,

landscaping, general maintenance and maintenance and inspection of HVAC systems, stage equipment, fire control and other safety equipment, staffing and personnel needs including guards and ushers and other services which are necessary or appropriate) and all other contracts and agreements in connection with the management and operation of the facility. Any license agreement, commitment or contract that will require aggregate expenditures in excess of \$ 2,000 must be approved and executed by the Authority.

- Assist the Authority to market the facility for conventions tradeshows and public entertainment shows.
- Provide as part of its event coordination utility, telecommunication, Internet and other services as may be required by users of the facility.

2.04 The Contractor will work with the Authority to develop plans for the improvement of the Wildwoods Convention Center which will include but are not limited to:

- (i) Participation in cooperative exhibiting efforts at industry trade shows.
- (ii) Participation in volume buying discounts for advertising in industry publications.
- (iii) Inclusion of the Wildwoods Convention Center in national trade advertising purchased by the Contractor identifying the facility as one managed by them.
- (iv) Periodic meetings held in Wildwood between the Contractor's regional or national management and sales staff to identify new opportunities.
- (v) Availability of the Contractor's staff and national strategic partners in the Authority's efforts to purchase talent for events at the facility or elsewhere in the Wildwoods.

### 3.0 PRESUBMISSION PROCEDURES AND REQUIREMENTS

3.01 Examination of Proposal Documents

- a. Upon receipt of the Proposal Documents, each Proposer shall examine same for missing or partially blank pages due to mechanical printing or collating errors. It shall be the Proposer's responsibility to identify and procure any missing pages.
- b. The Proposer will be deemed to have studied and examined all facilities and all relevant document data, and other related information before proposing.

3.02 Submission of Questions and the Issuance of Answers and No Contact Policy

All comments and inquiries regarding any aspect of the Proposal or any other matter relating to this tender shall be directed in writing to:

Mrs. Michaela Carlino  
QPA  
Wildwoods Convention Center  
4501 Boardwalk  
Wildwood, NJ 08260

E-Mail: [mcarlino@wildwoodsny.com](mailto:mcarlino@wildwoodsny.com)

The Authority will respond to all comments and questions in writing within five (5) days of the request being submitted. All requests for information must be received by the Authority at least seven (7) days prior to the Response Due Date to receive consideration. The Authority will not be responsible for comments and/or answers received in any manner other than as described above.

**NO CONTACT POLICY**

*Prior to the Response Due Date and after receipt of Proposals by the Authority, and until the award of this Contract, no Respondent or "subcontractor" to Respondent shall contact or communicate, in any manner, with the following parties concerning matters directly related to this Contract:*

- A. *Any member of the Authority, the Wildwoods Convention Center or NJSEA or any employee or agent thereof, except in the manner described herein.*

*B. Any elected official or employee of the New Jersey State Government.*

Any contract in violation of the above instructions shall be grounds for disqualification and/or rejection of a response, and in the case of a subcontractor, the preclusion of that subcontractor providing services for the project. Each Respondent is responsible for notifying its prospective subcontractors of these instructions.

#### 4.0 SUBMITTAL PROCEDURES AND REQUIREMENTS

##### 4.01 Compliance with the RFP

- a. The Proposal documents herein include the Instructions to Proposers, sample forms and other Contract Documents including General and Supplementary Conditions.
- b. Each Proposer must certify under penalties of perjury that its Proposal is in all respects bona fide, fair and made without collusion or fraud with any other person, persons, or organizations. It shall be the responsibility of Proposers to thoroughly familiarize themselves with the provisions of these specifications and the facilities of the Center. The Authority is not required to give consideration to any claim of misunderstanding.

##### 4.02 Proposal Format and Content of Proposals

- a. In selecting a facility management services Contractor(s) for the Center, studied consideration will be given to the contents of Proposals. Proposers should describe in great detail how they propose to meet the Specifications for Contract for facility management services at the Center, including:
  - (1) Number, qualifications, duties, and authority of full-time personnel and managers, number and source of part-time personnel and proposed uniforms for employees and management level staff at the various venues throughout the Center.
  - (2) How the Proposer proposes to participate in the total effort of making the Center a successful operation and insuring the continued economic growth of the Wildwoods.
  - (3) What initiatives or improvements does the Proposer foresee regarding the future energy management of the facility.
  - (4) Any other information the Proposer believes will be helpful to the Authority in making a selection.

- b. Detail and comprehensiveness of the Proposal are important to the Authority and will be considered in making the selection.
  
- c. Specific factors will be applied to proposal information to assist the Authority in its task of selecting the most qualified candidate for this Contract. General guidelines for evaluation are as follows:
  - (1) Financial capability to perform the Contract. Ability to provide financial incentive to the goals of the Authority.
  - (2) Background in convention center, public assembly, or related facility management operations pertaining to event operations, building maintenance and public safety services.
  - (3) Management qualifications of the senior management proposed for this Center.
  - (4) The company's detailed operating plan and long-term strategy should be presented as a critically important proposal element and include "How the building will be maintained over the course of the contract term and how it plans to enhance customer experiences." Also examples of concept design, décor and uniforms must be presented as elements of the sales/marketing strategy component of each Proposal.
  - (5) Agreement to utilize local maintenance and supply subcontractors.
  - (6) Operational expertise as evidenced by staff training/manual procedures, ability to provide back-up management expertise on short notice, and any other information in this area helpful to the Authority's Selection Committee.
  - (7) Resumes of at least three (3) experienced facility management services director of operations candidates must be presented. The Authority shall have the final right of approval of these candidates.

4.03 Proposer's Qualifications



The Proposer submitting this Proposal warrants that said Proposer has the following qualifications:

- a. That the principal firm, partnership or corporation or its parent company making application has been in continuous existence for a period of the past five (5) years, or more.
- b. That the principal Proposer or its parent company has, for at least the past five (5) consecutive years, operated specialized facility management services, in one or more convention center, public assembly facility, with gross sales of \$1,000,000 or more per year in at least one (1) location.
- c. That the principal Proposer or its parent company can satisfy all requirements as noted under Applicant Qualifications in the Instructions to Proposers Section of this package. Additional information (over and above that noted in this Qualification Form) should be attached with this form as Addendum Information.

4.04 Proposer/Parent of Proposer

a. Corporate Resolution

All corporate Proposals shall include a duly executed resolution of their Board of Directors, either approving the particular Proposal being submitted, or specifically authorizing and empowering a designated agent of said corporation to bind the corporation in all matters involving, related to, or incidental to the submission of a Proposal hereunder and, if accepted by the Authority, the corporation's full performance under the terms of the facility management services Contract.

b. Foreign (non-New Jersey) Corporations

In the event that the Proposer selected to provide facility management services hereunder is a foreign corporation, it shall file to conduct business in the State of New Jersey prior to conducting any business in that state. Although the Authority does not require foreign corporate Proposers to qualify in New Jersey prior to submitting a Proposal, it is specifically understood and agreed

that any such corporation will promptly take all necessary measures to become authorized to conduct business in New Jersey at their own expense, upon the written request of the Authority without regard to whether such corporation is actually awarded the Contract, and, in the event that the award is made, prior to conducting any business in the State.

4.05 Submission of Proposals: Deadline

- a. The Proposer shall complete and submit one (1) original and Three (3) copies of its Proposal documents. To be considered, sealed Proposals must be received at the offices of the Greater Wildwoods Tourism Improvement and Development Authority, to the attention of Mrs. Michaela Carlino, QPA, Wildwoods Convention Center, 4501 Boardwalk, Wildwood, New Jersey 08260, not later than 2:00 p.m. local time on July 13, 2022.
- b. The Proposer(s) shall identify its Proposal on the outside of the envelope by writing the words:

A Proposal for Facility Management Services  
at the Wildwoods Convention Center.

- c. The envelope containing the Proposal shall be the one provided by the Proposer and if mailed, must be received by the Authority no later than the time and date noted above.
- d. Proposals shall be properly executed by duly authorized officers of the Proposer(s). If the Proposer(s) is/are a Corporation or Joint Venture, the Proposal must be signed in its home office(s) and on its behalf and under seal by two (2) duly authorized signing officers of the Corporation (s). The Offices held by the signing officers must be shown and all forms shall be duly notarized by a registered Notary Public.

4.06 Proposal Expense

Neither the Authority, nor its Consultants will be responsible for, nor pay for, any expenses incurred by the Proposer in the preparation of this Proposal.

4.07 Submission of Proposals: Agreement

Submission of a Proposal shall constitute agreement by the Proposer to the terms and conditions incorporated in this “Request for Proposal,” which agreement, in the case of the “Successful Proposer,” shall remain in effect during the life of the Facility Management Services Contract.

4.08 Qualification Statement

Proposers must submit with their Proposals the required Contractor’s qualification statement including a written statement attesting that the firm or firms will provide all required services and fees to the Authority if selected for this Contract, as well as any non-discrimination information.

4.09 Withdrawal of Proposals

At any time prior to the hour and date set for opening of Proposals, a Proposer may withdraw his Proposal. This will not preclude the submission of another Proposal by such Proposer prior to the hour and date set for the opening of bids.

4.10 Bond Requirements

A Performance Bond in the amount of \$250,000 will be required from the successful Contractor at the time of Contract execution. Such bond or irrevocable letter of credit shall be issued by a bank domiciled in the State of New Jersey.

5.0 PROPOSAL EVALUATION AND AWARD OF CONTRACT

5.01 Evaluation Criteria

a. In order to qualify for the award of the Contract, Proposers must meet the following minimum qualifications. Further, the qualifications as set forth herein are designed to establish experience criteria with which the Proposer demonstrates the capability to provide facility management services in a major public assembly building environment similar to the Wildwoods Convention Center. The Authority will be particularly interested in reviewing the following Proposal information. Evidence in the form of answers to the enclosed business questionnaire or additional evidence in affidavit form:

(1) That Proposer has experience in major places of public assembly such as exhibition centers, major auditoriums, or convention centers, which have the ability to conduct multiple functions simultaneously. Proposers shall cite the number of years and the locations at which such similar operations are conducted.

- b. Operating experience (minimum past 5 years) and reputation for quality of service and cooperation in line with paragraph a., subsection (1) above and satisfactory to the Authority.
- c. Financial resources, which in the opinion of the Authority, are adequate to insure full and proper performance of the Contract. A Proposer must submit a current financial statement which is not to be older than one (1) year after the close of the most recent complete accounting period. Said statement is to be certified by an independent, certified public accountant.
- d. Demonstrated ability to develop maximum cost savings and potential from similar type operations.
- e. Demonstration of a “good faith” effort to meet or exceed the goals of the Affirmative Action Plan required by the Authority for this Contract.
- f. Demonstrated abilities in other public buildings in the areas of:
1. Quality control measures to be undertaken, including HAZMAT controls
  2. Institution of safety/emergency management programs
  3. Positive results of recycling programs

4. Nondiscrimination in the selection of subcontractors as vendors and/or joint venture partners
5. Conformance to all Americans with Disabilities Act (ADA) requirements
- g. Of critical importance in the evaluation of Proposers will be the ability to provide resident experienced, professional facility management and support services to insure a quality program satisfactory to the Authority.
- h. Literature, brochures, etc., describing the operation(s) of the firm and such other material(s) that may be useful in determining the operating experience and reputation for quality and cooperation of the Proposer and ability to begin operations as noted.
- i. Proposed labor schedules and manning charts of the resident management and staff to accommodate an average daily demand of people per day.
- j. A Proposer must submit an organizational chart of the proposed operation to include a manual of operational procedures for its event operations program.
- k. A Proposer should provide in detail and submit with the Proposal an evaluation of proposer's potential for complying with section 2.04 of this RFP.
- l. Proposer should also outline in great detail the following programs:
  - (1) A sample questionnaire for use by the Authority and its guests in evaluating services. Discuss how a continuing program of this nature will be instituted and the overall program goals/objectives obtained.
  - (2) The Authority may require such other written information as deemed necessary to ascertain the qualifications of a Proposer.
- m. The decision of the Authority and the staff as to the acceptable qualifications of the Proposer shall be final.
- n. The Contract under which the services as a whole shall be granted will be for a term of five (5) years.

5.02 Request for Additional Information

After submission of a Proposal, and before acceptance of any Proposal by the Authority, the Authority may request, and Proposer shall furnish, such additional information related to the Proposer as the Authority may reasonably request.

5.03 Acceptance or Rejection of Proposals

Proposals shall remain open for acceptance and be irrevocable for a period of ninety (90) calendar days from the closing date of the Proposal receipt deadline date. The Authority reserves the right to reject any or all Proposals and shall review the overall qualifications and business proposals of the bidders and in its judgment, select the best-qualified Proposer.

5.04 Award of Contract

As promptly as possible after the receipt and review of Proposals, the Authority will notify Proposers and assign a time for selected “short-listed” Proposers to appear before the Authority’s Selection Committee to present their Proposals. Once chosen, the successful Proposer shall then be required to negotiate the final terms and conditions of a Contract and provide all required documentation at the time of Contract execution.

5.05 Contract Award

In the event that the successful Proposer does not execute the Contract as herein required, the award of the Contract may then be made to another Proposer or the Authority may decide to call for new Proposals.

**SCHEDULE A**

THE WILDWOODS CONVENTION CENTER

FACILITY MANAGEMENT SERVICES PROPOSAL

We \_\_\_\_\_ having examined the Specification and Contract Terms and Conditions do hereby offer and agree to furnish the facility management services as hereinafter described in the Specifications hereunto enumerated in Schedules A through F inclusive at the prices stated therein.

\_\_\_\_\_ has received, reviewed, and agrees to Addenda \_\_\_\_\_

\_\_\_\_\_. If successful, \_\_\_\_\_ agrees to sign a facility management services Agreement pursuant to the terms and conditions we do hereby offer.

Submitted by: \_\_\_\_\_  
(Company Name)

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

Signature: \_\_\_\_\_  
(Authorized Agent or Officer)

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

SECRETARY'S CERTIFICATE

(Applicable to all Corporations)

I, \_\_\_\_\_ being the secretary of  
\_\_\_\_\_, hereby certify that the Proposal  
submitted hereby, has been authorized by the board of directors of said corporation, and that  
the above signatures are those of the duly authorized agents and/or officers of same.

\_\_\_\_\_, 2022

\_\_\_\_\_  
Secretary

(CORPORATE SEAL)



**SCHEDULE B**

AGREEMENT FOR THE FACILITY MANAGEMENT SERVICES CONTRACT AT THE  
WILDWOODS CONVENTION CENTER

WILDWOOD, NEW JERSEY

BUSINESS QUESTIONNAIRE

INSTRUCTIONS:

Proposer must present evidence that they are fully competent and have the necessary experience and financial resources to fulfill the conditions of the facility management services Contract. To provide the Authority with information on these points, Proposers must submit, as part of their Proposals, information stipulated in this questionnaire. In addition, certain minimum financial and experience requirements are set forth herein which must be met in order for a Proposal to be considered. Proposers unable to satisfy the minimum requirements shall be disqualified.

Failure to submit this Business Questionnaire with all questions completely answered may disqualify the Proposer, in accordance with conditions stipulated in the “Instructions to Proposers.” The information in this Business Questionnaire will be held confidential.

MINIMUM FINANCIAL AND EXPERIENCE REQUIREMENTS

The Proposer submitting this Proposal warrants that said Proposer has the following qualifications:

1. That the principal firm, partnership, or corporation or its parent company making application has been in continuous existence for a period of the past five (5) years, or more.
2. That the principal Proposer or its parent company has, for at least the past five (5) consecutive years, operated facility management services in one or more major public assembly facilities such as exhibition centers, major auditoriums, or convention centers with gross sales of \$1,000,000 or more per year in at least one (1) location.

3. That the principal Proposer or its parent company can satisfy all requirements as noted under Proposer's Qualifications in the Submittal Procedures and Requirements Section of this RFP. Additional information (over and above that noted in this Business Questionnaire) should be attached with this form as Addendum information.

INFORMATION TO BE FURNISHED WITH PROPOSAL:

***PLEASE PRINT OR TYPE IN BLANK SPACES***

1. Date Submitted: \_\_\_\_\_

2. Submitted By: \_\_\_\_\_

3. Proposer is: (a) \_\_\_\_\_  
(Full Name)

If Proposer is an individual, fill in Section (a) only. \_\_\_\_\_  
\_\_\_\_\_  
(Street, City, and Zip Code)

and is the sole Owner of, and doing business as:

\_\_\_\_\_  
(Trade Name)

OR (b) A commercial partnership composed of the following partners:

If Proposer is a partnership, fill in Section (b) only. \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
(Give Names and Addresses of all Proposers)

doing business as: \_\_\_\_\_  
(Trade Name)

domiciled at: \_\_\_\_\_  
\_\_\_\_\_  
(Street, City, and Zip Code)

In the state of: \_\_\_\_\_

And which Contract will be signed by:

\_\_\_\_\_  
(Name of Partner)  
a member of the co-partnership.

Additionally, please submit a copy of the partnership agreement and a partnership certification evidencing the existence of the partnership and the authority and incumbency of the person signing on behalf of the partnership.

OR (c) A corporation organized under the laws of the state of

If bidder is a Corporation fill in Section (c) only

\_\_\_\_\_, domiciled at:

\_\_\_\_\_  
(Street, City, and Zip Code)

and authorized to do business in the State of New Jersey and which Contract will be signed by:

\_\_\_\_\_  
(Name of Officer)

Officer who signs Contract for successful bidder must furnish Notary with an extract of minutes or corporation's Board of Directors showing his authority to act for the corporation.

Additionally, the corporation should submit an officer's certificate containing a copy of the current minutes of the corporation authorizing the corporation and the individual officer to act and stating the incumbency of the acting officer.

4. The following named surety company authorized to do and doing business in the State of New Jersey, will execute the bonds for bid, surety, and grant payment guarantee for the Proposer:

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(Name and Address of Bonding Agency)

The following named bank domiciled in the State of New Jersey will furnish irrevocable letters of credit in lieu of specific bonds for the requirements as noted above.

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(Name and Address of Bank)

5. Number of years experience of the Proposer making this Proposal in the operation of the required activities:

<u>TYPE OF OPERATION</u>	<u>YEARS OF EXPERIENCE</u>
Event Production	_____
Special Hospitality Services	_____
Building Maintenance Operations	_____
Public Safety Operations	_____
Capital Improvements	_____

6. Give the names and locations of places with prioritization of similar projects, at which your organization has operated above-mentioned facilities, together with the dates of operation (attach additional pages as necessary):

<u>Type of Operation:</u>	<u>Name:</u>	<u>Location:</u>	<u>Dates:</u>
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

7. List below the names and addresses of your clients for the operations listed in Item 5 above:

<u>Operation</u>	<u>Client</u>	<u>Address</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

8. Have any contracts for the operation of convention centers, civic centers, or other public facilities such as stadiums, arenas, auditoriums, theaters, etc., held by your organization ever been canceled?

Yes ( )      No ( )      If yes, explain in detail the specifics of these circumstances on separate attached pages.

9. Bank References:

Bank:

Address:

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10. Annual financial statements for each Proposer (and each joint venture partner) for the most recent fiscal year period, certified by an independent certified public accountant, must be furnished. Please complete the following balance sheet, which need not be audited. The date thereof shall not be more than twelve (12) months prior to the date of this questionnaire. Your own format may be substituted on a separate sheet, if you wish to do so.

BALANCE SHEET

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

Date: As of \_\_\_\_\_, 2017 \_\_\_\_\_

ASSETS

- a) Cash and Short-term Securities: \$ \_\_\_\_\_
  - b) Accounts Receivable: \$ \_\_\_\_\_
  - c) Notes Receivable: \$ \_\_\_\_\_
  - d) Inventory at lower of cost or market: \$ \_\_\_\_\_
  - e) Current assets other than cash and  
receivables, such as stocks, bonds,  
and other securities: \$ \_\_\_\_\_
  - f) Real Estate, owned and registered in  
the name of the applicant: \$ \_\_\_\_\_  
\$ \_\_\_\_\_  
\$ \_\_\_\_\_
  - g) Equipment, Depreciated value: \$ \_\_\_\_\_
  - h) Other Assets: \$ \_\_\_\_\_  
\$ \_\_\_\_\_  
\$ \_\_\_\_\_  
\$ \_\_\_\_\_
- Total Assets: \$ \_\_\_\_\_



LIABILITIES

a)	Notes Payable – Current Portion	\$ _____
b)	Accounts Payable	\$ _____
c)	Real Estate Encumbrances	\$ _____
d)	Judgments	\$ _____
e)	Other Liabilities:	
	_____	\$ _____
	_____	\$ _____
	_____	\$ _____
	_____	\$ _____
	_____	\$ _____
f)	Surplus Reserves Capital Surplus	\$ _____
g)	Capital Stock Paid Up	\$ _____
h)	Surplus (Net Worth)	\$ _____
	Total Liabilities:	\$ _____

Proposer: \_\_\_\_\_

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

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

Signature: \_\_\_\_\_

**SCHEDULE C**

**PROPOSAL FORM**

Proposal of: \_\_\_\_\_

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

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

To: Greater Wildwoods Tourism Improvement and Development  
Authority

The undersigned hereby offers to enter into a Facility Management Services Contract, for the Wildwoods Convention Center, Wildwood, New Jersey, for the specific areas serviced with facility management services as enumerated herein, under the terms and conditions set forth in this Proposal Form. The Contract term shall be five (5) years.

A listing of 2022 Projected Event Net Income by Month is contained in Appendix A. Based on your proposed expectations of what is believed to be achievable, estimate the start-up expenses and operating costs for Years 1 through 3. Provide this detailed Pro Forma estimate on separate sheets of paper and include as Proposal attachments for evaluation. These projections should be in similar format and level of detail as shown on the following page.

SUGGESTED FORMAT FOR THE PROJECTED OPERATIONS PRO FORMA  
THE WILDWOODS CONVENTION CENTER  
(in thousands)

		<b>2023</b>	<b>2024</b>	<b>2025</b>
<b>Event Expenses</b>				
Operations				
Building Maintenance				
Security				
Parking				
Box Office				
<b>Total Event Expenses</b>	1			
<b>Non Event Expenses</b>				
Operations				
Building Maintenance				
Security				
Parking				
<b>Total Non Event Expense</b>	2			
<b>Total Operations Expense</b>	1+2			

The terms and conditions of this Proposal are agreed to on this \_\_\_\_\_ day of the year 2022.

BY: \_\_\_\_\_  
Typed Name (Officer)

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

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

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

ADDRESS: \_\_\_\_\_

\_\_\_\_\_

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

PHONE: \_\_\_\_\_

FAX: \_\_\_\_\_

WITNESS (SIGNATURE)

TYPED NAME – TITLE

(CORPORATE SEAL)

**SCHEDULE D**

**ADDITIONAL INFORMATION**

Proposer to provide details of any additional information and proposed arrangements which it would like to be considered.

**SCHEDULE E**

**COMMENTS ON FACILITY MANAGEMENT OPERATIONS**

The Authority will be pleased to consider any suggestions Proposer feels might result in, more efficient operations, higher level of quality, service, and profitability over the long term to both parties. Please outline your suggestions in this area.

**SCHEDULE F**

Projected Organizational Structure and List of Key Personnel and Job Responsibilities  
to be supplied by Bidder

**APPENDIX A**



**APPENDIX B**

**APPENDIX C**

**BIDDER'S CHECKLIST**

**ITEMS 1 THROUGH 6 MUST BE COMPLETED AND SIGNED OR PROPOSAL WILL BE REJECTED.**

1. Disclosure Statement listing stockholders or partners owning ten (10) percent or more of the Corporation or partnership stock.
2. Non-Collusion certification properly signed.
3. Affirmative Action Notice bearing proper signatures.
4. Moral Integrity.
5. Complete and sign all items on the Wildwoods Convention Center Management Services Proposal Form and the Proposal Form.
6. Complete in full all attached Schedules A through F.

**THE FOLLOWING ITEMS SHOULD ALSO BE SUBMITTED WITH BID.**

7. Proof of Business Registration
8. Deviations from Specifications (if applicable) to be attached in letter form.

**The undersigned hereby acknowledges the above listed requirements:**

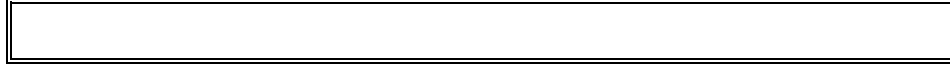
NAME OF BIDDER:

\_\_\_\_\_  
Person, Firm or Corporation

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

**ATTENTION:** Bidders cannot submit their own form of disclosure statement or non-collusion affidavit. Use only the forms supplied or bid may be rejected.



## CORPORATE DISCLOSURE STATEMENT

Chapter 33 of the Public Laws of 1977 (N.J.S.A. 52:25-24.2) provides in part that no partnership or corporation shall be awarded any Contract for the performance of any work of the furnishing of any materials or supplies unless there is submitted a statement containing the following information:

If the bidder is a corporation or partnership then the statement shall set forth the names and addresses of all stockholders or partners who own 10% or more of its stock of any class.

If a corporation owns all or part of the stock of the corporation or partnership submitting the bid, then the statement shall include a list of the stockholders who own 10% or more of the stock of any class of that owning corporation.

If no stockholder or partner owns 10% or more of the bidding company then an officer of the company shall sign declaring that fact.

If the bidding company is a sole proprietorship he shall sign declaring that fact.

Failure to supply this information with your bid proposal may be cause for rejection.

( )                      ( )                      ( )  
**Sole Proprietorship      Partnership      Corporation**

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Name of person completing the form (Please print)

\_\_\_\_\_  
**Signature**

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Title

Date

**NON-COLLUSION CERTIFICATION**

I, (print name) \_\_\_\_\_, certify  
that I am (title) \_\_\_\_\_ of the firm of \_\_\_\_\_, the bidder  
making the Proposal herein, and that I executed the said Proposal with full authority to do so.  
I further certify 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 herein named Proposal and that all statements contained in said  
Proposal and in this Certification are true and correct, and made with full knowledge that the  
Authority relies upon the truth of the statements contained in said Proposal and in the  
statements contained in this Certification in awarding a contract pursuant to this Proposal.

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.

I hereby certify that the foregoing statements made by me are true. I am aware that if  
any of the foregoing statements are willfully false, I am subject to punishment.

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

\_\_\_\_\_  
Signature and Title of Authorized Representative

**AFFIRMATIVE ACTION NOTICE**

Dear Sir/Madam:

The Greater Wildwoods Tourism Improvement and Development Authority, is an affirmative action employer pursuant to Federal and State regulations. We must advise you of our intent to negotiate business only with other affirmative action employers. All tenants with whom we contract business are obliged to take affirmative action to provide equal employment opportunity without regard to age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation. (*N.J.S.A. 10:5-32; N.J.A.C. 17:27*).

Please sign the attached form and return it with your bid documents.

Sincerely,

**THE GREATER WILDWOODS TOURISM IMPROVEMENT  
AND DEVELOPMENT AUTHORITY**

By:                     *Michaela Carlino*                      
Michaela Carlino, QPA

Tenant acknowledges receipt of notice to tenants requiring affirmative action in employment and certifies compliance with that requirement.

Name of Firm:	
Signature:	Printed Name:
Title:	
Address:	
Phone:	Fax:
Email:	Date:

### **Business Registration Compliance**

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. Subcontractors through all tiers of a project must provide written notice to their subcontractors and suppliers to submit proof of business registration and subcontractors shall collect such proofs of business registration and maintain them on file;
3. Prior to receipt of final payment from a contracting agency, a contractor must submit to the contracting agency an accurate list of all subcontractors and suppliers or attest that none were used.
4. During the term of this contract, the contractor and its affiliates shall collect, remit and 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.

A contractor, subcontractor or supplier who fails to provide proof of business registration or provides false business registration information shall be liable to a penalty of \$25 for each day of violation, not to exceed \$50,000 for each business registration not properly provided or maintained under a contract with a contracting agency. Information on the law and its requirements is available by calling (609) 292-9292.

MANDATORY AFFIRMATIVE ACTION LANGUAGE  
PROCUREMENT, PROFESSIONAL AND SERVICE CONTRACTS  
P.L.1975, C. 127 (N.J.A.C. 17:27)

EXHIBIT A

The contractor or subcontractor, where applicable, agrees to comply with the regulations promulgated by the during the performance of this contract, the contractor agrees as follows:

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

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

The contractor or subcontractor, where applicable, will send to each labor union or representative or workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer advising the labor union or workers' representative of the contractor's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

Treasurer pursuant to P.L. 1975, c. 127. as amended and supplemented from time to time and the Americans with Disabilities Act.

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



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

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

The contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation, and conform with the applicable employment goals, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The contractor and its subcontractors shall furnish such reports or other documents to the Affirmative Action Office as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Affirmative Action Office for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code (N.J.A.C. 17:27)

**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.

**THE GREATER WILDWOODS TOURISM IMPROVEMENT  
AND DEVELOPMENT AUTHORITY**

**MORAL INTEGRITY**

STATE OF NEW JERSEY

SS.:

COUNTY OF \_\_\_\_\_

I, \_\_\_\_\_ the \_\_\_\_\_  
President or Vice President, Owner or  
Partner  
Of \_\_\_\_\_ (Company) being first duly sworn,  
deposes and says:

1. That the \_\_\_\_\_ (Company wishes to bid on  
\_\_\_\_\_ (Contract with the Greater Wildwoods Tourism Improvement and  
Development Authority on \_\_\_\_\_.  
Date

2. That \_\_\_\_\_ (Company) wishes to demonstrate moral  
integrity to the satisfaction of the Greater Wildwoods Tourism Improvement and  
Development Authority.

3. That, as of the date of signing this Affidavit, neither the \_\_\_\_\_  
(Company), nor any of its owners, officers, or directors are involved in any Federal, State, or  
Governmental investigations concerning criminal or quasi-criminal violations, except as  
follows: (if none, so state.)

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

4. That neither the Company nor any of its owners, officers, directors have ever committed  
any violation of Federal or State criminal or quasi-criminal statute, except as follows: (If  
none, so state.)

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

5. That the State of Incorporation of the Company is \_\_\_\_\_  
State

6. That the names, and dates of birth of the principals, shareholders, and officers of the  
Company are as follows:

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7. That he is personally acquainted with the operations of the Company, has full knowledge of the factual basis comprising the contents of this Affidavit, and that the contents are true.

8. That this Affidavit is made to introduce the Greater Wildwoods Tourism Improvement and Development Authority to accept bid on \_\_\_\_\_(Contract) knowing that the said Greater Wildwoods Tourism Improvement and Development Authority relies upon the truth of the statements contained herein.

Sworn and subscribed to before me  
This \_\_\_\_\_ day of \_\_\_\_\_ 2022.

\_\_\_\_\_  
Company

By: \_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Notary Public