

**GREATER WILDWOODS TOURISM IMPROVEMENT AND
DEVELOPMENT AUTHORITY
WILDWOODS CONVENTION CENTER**



**2024
Transportation Services Bid**

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NOTICE TO BIDDERS

THE WILDWOODS CONVENTION CENTER

Notice is hereby given by The Greater Wildwoods Tourism Improvement and Development Authority that sealed bids for the **Transportation Services** will be received, opened and read aloud in public, by the Greater Wildwoods Tourism Improvement and Development Authority, in the Executive Board Room of the Wildwoods Convention Center, 4501 Boardwalk, Wildwood, New Jersey 08260, on Tuesday, March 12, 2024 at 2:00 p.m., prevailing time.

Specifications and bid forms for this proposed undertaking are on file in the Administrative Offices at the Wildwoods Convention Center, 4501 Boardwalk, Wildwood, New Jersey 08260, and copies of the same may be obtained by all prospective bidders during regular business hours at said location. For copies emailed please email: mcarlino@wildwoodsnj.com or call 609-846-2674.

Bidders shall comply with the requirements of P.L. 1975, c. 127 (Affirmative Action) and P.L. 1977, c. 33 (Partner / Stockholder Certification). Bids shall not be received and shall not be accepted either before or after the time designated herein for their receipt.

Bids shall be enclosed in sealed envelopes bearing the name and address of the bidder with the notation: "Sealed Bid for Transportation Services"

Michaela LaBounty, QPA

Dated, February 21, 2024

Instructions To Bidders And Statutory Requirements

I. SUBMISSION OF BIDS

- A. Sealed bids shall be received by the contracting unit, hereinafter referred to as "owner," in accordance with public advertisement as required by law, with a copy of said notice being attached hereto and made a part of these specifications.
- B. Sealed bids will be received by the Qualified Purchasing Agent on March 12th 2024 2:00PM prevailing time, (4501 Boardwalk, Wildwood, NJ 08260) as stated in the Notice to Bidders, and at such time and place will be publicly opened and read aloud.
- C. The bid shall be submitted in a sealed envelope: (1) addressed to the owner, (2) bearing the name and address of the bidder written on the face of the envelope, and (3) clearly marked "BID" with the contract title and/or bid # of the contract being bid.
- D. It is the bidder's responsibility that bids are presented to the owner at the time and at the place designated. Bids may be hand delivered or mailed; however, the owner disclaims any responsibility for bids forwarded by regular or overnight mail. If the bid is sent by express mail service, the designation in sub-section C, above, must also appear on the outside of the express mail envelope. Bids received after the designated time and date will be returned unopened.
- E. Sealed bids forwarded to the owner before the time of opening of bids may be withdrawn upon written application of the bidder who shall be required to produce evidence showing that the individual is or represents the principal or principals involved in the bid. Once bids have been opened, they shall remain firm for a period of sixty (60) calendar days.
- F. All prices and amounts must be written in ink or preferably machine-printed. Bids containing any conditions, omissions, unexplained erasures or alterations, items not called for in the bid proposal form, attachment of additive information not required by the specifications, or irregularities of any kind, may be rejected by the owner. Any changes, whiteouts, strikeouts, etc. in the bid must be initialed in ink by the person signing the bid.
- G. Each bid proposal form must give the full business address, business phone, fax, e-mail if available, the contact person of the bidder, and be signed by an authorized representative as follows:
 - Bids by partnerships must furnish the full name of all partners and must be signed in the partnership name by one of the members of the partnership or by an authorized representative, followed by the signature and designation of the person signing.
 - Bids by corporations must be signed in the legal name of the corporation, followed by the name of the State in which incorporated and must contain the signature and designation of the president, secretary or other person authorized to bind the corporation in the matter.
 - Bids by sole-proprietorship shall be signed by the proprietor.
 - When requested, satisfactory evidence of the authority of the officer signing shall be furnished.
- H. Bidder should be aware of the following statutes that represent "Truth in Contracting" laws:
 - N.J.S.A. 2C:21-34, et seq. governs false claims and representations by bidders. It is a serious crime for the bidder to knowingly submit a false claim and/or knowingly make material misrepresentation.
 - N.J.S.A. 2C:27-10 provides that a person commits a crime if said person offers a benefit to a public servant for an official act performed or to be performed by a public servant, which is a violation of official duty.
 - N.J.S.A. 2C:27-11 provides that a bidder commits a crime if said person, directly or indirectly, confers or agrees to confer any benefit not allowed by law to a public servant.
 - Bidder should consult the statutes or legal counsel for further information.

I. Duration of Contract

- Contract shall begin on May 1st, 2024, and end on December 31, 2024.

II. BID SECURITY AND BONDING REQUIREMENTS

The following provisions if indicated by an (X), shall be applicable to this bid and be made a part of the bid documents:

☐ A. BID GUARANTEE

Bidder shall submit with the bid a certified check, cashier's check or bid bond in the amount of ten percent (10%) of the total price bid, but not in excess of \$20,000, payable unconditionally to the owner. When submitting a Bid Bond, it shall contain Power of Attorney for full amount of Bid Bond from a surety company authorized to do business in the State of New Jersey and acceptable to the owner. The check or bond of the unsuccessful bidder(s) shall be returned pursuant to N.J.S.A. 40A:11-24a. The check or bond of the bidder to whom the contract is awarded shall be retained until a contract is executed and the required performance bond or other security is submitted. The check or bond of the successful bidder shall be forfeited if the bidder fails to enter into a contract pursuant to N.J.S.A. 40A:11-21.

Failure to submit a bid guarantee shall result in rejection of the bid.

B. CONSENT OF SURETY

Bidder shall submit with the bid a Certificate (Consent of Surety) with Power of Attorney for full amount of bid price from a Surety Company authorized to do business in the State of New Jersey and acceptable to the owner stating that it will provide said bidder with a Performance Bond in the full amount of the bid. This certificate shall be obtained in order to confirm that the bidder to whom the contract is awarded will furnish Performance and Payment Bonds from an acceptable surety company on behalf of said bidder, any or all subcontractors or by each respective subcontractor or by any combination thereof which results in performance security equal to the total amount of the contract, pursuant to N.J.S.A.40A:11-22.

Failure to submit a consent of surety form shall result in rejection of the bid.

C. PERFORMANCE BOND

Bidder shall simultaneously with the delivery of the executed contract, submit an executed bond in the amount of one hundred percent (100%) of the acceptable bid as security for the faithful performance of this contract.

The performance bond provided shall not be released until final acceptance of the whole work and then only if any liens or claims have been satisfied. The surety on such bond or bonds shall be a duly authorized surety company authorized to do business in the State of New Jersey pursuant to N.J.S.A. 17:31-5.

Failure to submit this with the executed contract shall be cause for declaring the contract null and void pursuant to N.J.S.A. 40A:11-22.

D. LABOR AND MATERIAL (PAYMENT) BOND

Bidder shall with the delivery of the performance bond submit an executed payment bond to guarantee payment to laborers and suppliers for the labor and material used in the work performed under the contract.

Failure to submit a labor and material bond with the performance bond shall be cause for declaring the contract null and void.

E. MAINTENANCE BOND

Upon acceptance of the work by the owner, the contractor shall submit a maintenance bond (N.J.S.A. 40A:11-16.3) in an amount not to exceed ____ % of the project costs guaranteeing against defective quality of work or materials for the period of:

____ 1 year
____ 2 years

III. INTERPRETATION AND ADDENDA

- A. The bidder understands and agrees that its bid is submitted on the basis of the specifications prepared by the owner. The bidder accepts the obligation to become familiar with these specifications.
- B. Bidders are expected to examine the specifications and related bid documents with care and observe all their requirements. Ambiguities, errors or omissions noted by bidders should be promptly reported in writing to the appropriate official. Any prospective bidder who wishes to challenge a bid specification shall file such challenges in writing with the contracting agent no less than five business days prior to the opening of the bids. Challenges filed after that time shall be considered void and have no impact on the contracting unit or the award of a contract pursuant to N.J.S.A. 40A:11-13. In the event the bidder fails to notify the owner of such ambiguities, errors or omissions, the bidder shall be bound by the requirements of the specifications and the bidder's submitted bid.
- C. No oral interpretation and or clarification of the meaning of the specifications for any goods and services will be made to any bidder. Such request shall be in writing, addressed to the owner's representative stipulated in the specification. In order to be given consideration, a written request must be received at least seven (7) business days prior to the date fixed for the opening of the bid for goods and services.

All interpretations, clarifications and any supplemental instructions will be in the form of written addenda to the specifications and will be distributed to all prospective bidders. All addenda so issued shall become part of the specification and bid documents, and must be acknowledged by the bidder in the bid. The owner's interpretations or corrections thereof shall be final.

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

D. Discrepancies in Bids

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

E. Pre-Bid Conference

If stated in the Notice to Bidders:

A Pre-Bid Conference is not required for this bid.

A pre-bid conference for this proposal will be held on _____

Attendance is not mandatory, but is strongly recommended. Failure to attend does not relieve the bidder of any obligations or requirements.

IV. BRAND NAMES, STANDARDS OF QUALITY AND PERFORMANCE

- A. Brand names and/or descriptions used in these specifications are to acquaint bidders with the types of goods and services desired and will be used as a standard by which goods and services offered as equivalent will be evaluated.
- B. Variations between the goods and services described and the goods and services offered are to be fully identified and described by the bidder on a separate sheet and submitted with the bid proposal form. Vendor literature WILL NOT suffice in explaining exceptions to these specifications. In the absence of any exceptions by the bidder, it will be presumed and required that the goods and services as described in the bid specification be provided or performed.
- C. It is the responsibility of the bidder to document and/or demonstrate the equivalency of the goods and services offered. The owner reserves the right to evaluate the equivalency of the goods and services.
- D. In submitting its bid, the bidder certifies that the goods and services to be furnished will not infringe upon any valid patent or trademark and that the successful bidder shall, at its own expense, defend any and all actions or suits charging such infringement, and will save the owner harmless from any damages resulting from such infringement.
- E. Only manufactured and farm products of the United States, wherever available, shall be used pursuant to N.J.S.A. 40A:1118.
- F. The contractor shall guarantee any or all goods and services supplied under these specifications. Defective or inferior goods shall be replaced at the expense of the contractor. The contractor will be responsible for return freight or restocking charges.

V. INSURANCE AND INDEMNIFICATION

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

A. INSURANCE REQUIREMENTS

X1 Worker's Compensation Insurance

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

X2 General Liability Insurance

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

X3 Automotive Liability Insurance

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

4. Other Forms Of Insurance Required

B. CERTIFICATES OF THE REQUIRED INSURANCE

Certificates of Insurance for those policies required above shall be submitted with the contract. Such coverage shall be with an insurance company authorized to do business in the State of New Jersey and shall NAME THE OWNER AS AN ADDITIONAL INSURED.

Self-insured contractors shall submit an affidavit attesting to their self-insured coverage and shall name the owner as an additional insured.

X C. INDEMNIFICATION

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

VI. PRICING INFORMATION FOR PREPARATION OF BIDS

- A. The owner is exempt from any local, state or federal sales, use or excise tax.
- B. Estimated Quantities (Open-End Contracts): The owner has attempted to identify the item(s) and the estimated amounts of each item bid to cover its requirements; however, past experience shows that the amount ordered may be different than that submitted for bidding. The right is reserved to decrease or increase the quantities specified in the specifications pursuant to N.J.A.C. 5:30-11.2 and 11.10. NO MINIMUM PURCHASE IS IMPLIED OR GUARANTEED.
- C. Contractor shall be responsible for obtaining any applicable permits or licenses from any government entity that has jurisdiction to require the same. All bids submitted shall have included this cost.
- D. Bidders shall insert prices for furnishing goods and services required by these specifications. Prices shall be net, including any charges for packing, crating, containers, etc. All transportation charges shall be fully prepaid by the contractor, F.O.B. destination and placement at locations specified by the owner. As specified, placement may require inside deliveries. No additional charges will be allowed for any transportation costs resulting from partial shipments made for the contractor's convenience.

VII. STATUTORY AND OTHER REQUIREMENTS

The following are mandatory requirements of this bid and contract.

A. MANDATORY AFFIRMATIVE ACTION CERTIFICATION

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

1. Goods and Services (including professional services) Contracts

Each 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:

- i. A photocopy of a valid letter that the contractor is operating under an existing Federally approved or sanctioned affirmative action program (good for one year from the date of the letter); or
- ii. A photocopy of a Certificate of Employee Information Report approval, issued in accordance with N.J.A.C. 17:27-4; or

iii.A photocopy of an Employee Information Report (Form AA 302) provided by the Division and distributed to the public agency to be completed by the contractor in accordance with N.J.A.C. 17:27-4.

2. Maintenance/Construction Contracts

After notification of award, but prior to signing the contract, the contractor shall submit to the public agency compliance officer and the Division of Contract Compliance and Equal Employment Opportunity in Public Contracts (Division) an initial project workforce report (Form AA201) provided to the public agency by the Division for distribution to and completion by the contractor, in accordance with N.J.A.C. 17:27-7.

The contractor shall also submit a copy of the Monthly Project Workforce Report once a month thereafter for the duration of the contract to the Division and to the public agency compliance officer. The contractor shall also cooperate with the public agency in the payment of budgeted funds, as is necessary, for on-the job and/or off-the-job programs for outreach and training of minorities and women.

B. AMERICANS WITH DISABILITIES ACT OF 1990

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

C. STOCKHOLDER DISCLOSURE

N.J.S.A. 52:25-24.2 provides that no corporation or partnership shall be awarded any contract for the performance of any work or the furnishing of any goods and services, unless, prior to the receipt of the bid or accompanying the bid of said corporation or partnership, bidders shall submit a statement setting forth the names and addresses of all stockholders in the corporation or partnership who own ten percent or more of its stock of any class, or of all individual partners in the partnership who own a ten percent or greater interest therein. The included Statement of Ownership shall be completed and attached to the bid proposal. This requirement applies to all forms of corporations and partnerships, including, but not limited to, limited partnerships, limited liability corporations, limited liability partnerships and Subchapter S corporations. Failure to submit a stockholder disclosure document shall result in rejection of the bid.

D. PROOF OF BUSINESS REGISTRATION

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

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

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) 292-1730.

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

E. NEW JERSEY WORKER AND COMMUNITY RIGHT TO KNOW ACT

The manufacturer or supplier of chemical substances or mixtures shall label them in accordance with the N.J. Worker and Community Right to Know Law (N.J.S.A. 34:5A-1 et seq., and N.J.A.0 8:59-2 et seq.). Containers that the law and rules require to be labeled shall show the Chemical Abstracts Service number of all the components and the chemical name. Further, all applicable Material Safety Data Sheets (MSDS) - hazardous substance fact sheet - must be furnished.

F. PREVAILING WAGE ACT

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

G. THE PUBLIC WORKS CONTRACTOR REGISTRATION ACT

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

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

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

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

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

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

X H. NON-COLLUSION AFFIDAVIT

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

I. PAY TO PLAY

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

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

VIII. METHOD OF CONTRACT AWARD

- A. The length of the contract shall be stated in the technical specifications. Pursuant to requirements of N.J.A.C. 5:30-5.1 et seq., any contract resulting from this bid shall be subject to the availability and appropriation of sufficient funds annually. Please see Section X, Termination of Contract, Sub-section E, for additional information.
- B. If the award is to be made on the basis of a base bid only, it shall be made to that responsible bidder submitting the lowest base bid.
- C. If the award is to be made on the basis of a combination of a base bid with selected options, it shall be made to that responsible bidder submitting the lowest net bid.
- D. The owner may also elect to award the contract on the basis of unit prices.
- E. The form of contract shall be submitted by the owner to the successful bidder. Terms of the specifications/bid package prevail. Bidder exceptions must be formally accepted by the owner.

Bids may be rejected for any of the following reasons:

- A. All bids pursuant to N.J.S.A. 40A:11-13.2;
- B. If more than one bid is received from an individual, firm or partnership, corporation or association under the same name;
- C. Multiple bids from an agent representing competing bidders;
- D. The bid is inappropriately unbalanced;
- E. The bidder is determined to possess, pursuant to N.J.S.A. 40A:11-4b, Prior Negative Experience; or,
- F. If the successful bidder fails to enter into a contract within 21 days, Sundays and holidays excepted, or as otherwise agreed upon by the parties to the contract. In this case at its option, the owner may accept the bid of the next lowest responsible bidder. (N.J.S.A. 40A:11-24b)

X. TERMINATION OF CONTRACT

- A. If, through any cause, the contractor shall fail to fulfill in a timely and proper manner obligations under the contract or if the contractor shall violate any of the requirements of the contract, the owner shall there upon have the right to terminate the contract by giving written notice to the contractor of such termination and specifying the effective date of termination. Such termination shall relieve the owner of any obligation for balances to the contractor of any sum or sums set forth in the contract. Owner will pay only for goods and services accepted prior to termination.
- B. Notwithstanding the above, the contractor shall not be relieved of liability to the owner for damages sustained by the owner by virtue of any breach of the contract by the contractor and the owner may withhold any payments to the contractor for the purpose of compensation until such time as the exact amount of the damage due the owner from the contractor is determined.
- C. The contractor agrees to indemnify and hold the owner harmless from any liability to subcontractors/suppliers concerning payment for work performed or goods supplied arising out of the lawful termination of the contract by the owner under this provision.
- D. In case of default by the contractor, the owner may procure the goods or services from other sources and hold the contractor responsible for any excess cost.
- E. Continuation of the terms of the contract beyond the fiscal year is contingent on availability of funds in the following year's budget. In the event of unavailability of such funds, the owner reserves the right to cancel the contract.

F. ACQUISITION, MERGER, SALE AND/OR TRANSFER OF BUSINESS, ETC.

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

- G. The contractor will not assign any interest in the contract and shall not transfer any interest in the same without the prior written consent of the owner.
- H. The owner may terminate the contract for convenience by providing 60 calendar days advanced notice to the contractor.

XL PAYMENT

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

EXHIBIT A

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

GOODS, PROFESSIONAL SERVICE AND GENERAL SERVICE

CONTRACTS During the performance of this contract, the contractor agrees as

follows:

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

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

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

The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et seq., as amended and supplemented from time to time and the Americans with Disabilities Act.

The contractor or subcontractor agrees to make good faith efforts to employ minority and women workers consistent with the applicable county employment goals established in accordance with N.J.A.C. 17:27-5.2, or a binding determination of the applicable county employment goals determined by the Division, pursuant to N.J.A.C. 17:27-5.2.

The contractor or subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, labor unions, that it does not discriminate on the basis of age, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, and

that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

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

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

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

Letter of Federal Affirmative Action Plan Approval

Certificate of Employee Information Report

Employee Information Report Form AA302

The contractor and its subcontractors shall furnish such reports or other documents to the Div. of Contract Compliance & EEO as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Div. of Contract Compliance & EEO for conducting a compliance investigation pursuant to **Subchapter 10 of the Administrative Code at N.J.A.C. 17:2**

Exhibit B

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

The contractor and the City of North Wildwood, (hereafter "owner") do hereby agree that the provisions of Title 11 of the Americans With Disabilities Act of 1990 (the "Act") (42 U.S.C. 5121 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 subcontractors violate or are alleged to have violated the Act during the performance of this contract, the contractor shall defend the owner in any action or administrative proceeding commenced pursuant to this Act. The contractor shall indemnify, protect, and save harmless the owner, its agents, servants, and employees from and against any and all suits, claims, losses, demands, or damages, of whatever kind or nature arising out of or claimed to arise out of the alleged violation. The contractor shall, at 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, not' shall they be construed to relieve the contractor from any liability, nor preclude the owner from taking any other actions available to it under any other provisions of the Agreement or otherwise at law.

BID SPECIFICATIONS

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Bid Specifications

1. **Services and Routes.** The Services to be provided shall consist of a shuttle vehicle to transport foot passengers from areas located along one or more prescribed routes as more fully described in Exhibit C to this instrument. The Service shall be provided for a fee, any rider over the age of four (4) years old, shall be charged \$3.00 per ride. Any rider under the age of 4 shall be considered a lap rider and must ride on the guardians lap.
 - a. Cost of a one-way ticket shall be clearly displayed on all vehicles, marketing materials and within the app.
 - b. The operator must allow for both cashless online ticketing service and allow customers to pay cash at the time of service.
2. **Service Time Parameters.** The Services shall be supplied, or be available for supply, during a Service period that shall commence on May 24th, 2024 following award of the contract and extend to not later than September 15th, 2024, unless additional service is requested by the Authority. Unless otherwise agreed to by the Authority, the Service shall be supplied following the schedule supplied below in Bid Specifications number 3. Upon 48 hours' notice, the Authority may reduce the days or hours of the operation. In each case, where Service is to be provided with reference to the date of a holiday, the type of Service shall commence as of the weekend preceding the noted holiday and extend to the weekend following the noted holiday. Unless agreed upon otherwise by the parties, the hours of Service shall extend from 5:00 P.M. (first departure) to 12:00 A.M. Sunday-Thursday, service shall extend from 5:00 P.M. (first departure) to 2:00 A.M. Friday and Saturday (last departure from the farthest North point of the route) local time.
3. **The Schedule dates and number of vehicles required to be provided is as follows:**

May 2024

Fri, 5/24 – 3 vehicles
Sat, 5/25 – 5 vehicles
Sun, 5/26 – 4 vehicles
Fri, 5/31 – 2 vehicles

June 2024

Sat, 6/1 – 2 vehicles
Sun, 6/2 – 2 vehicles
Fri, 6/7 – 2 vehicles
Sat, 6/8 – 2 vehicles
Sun, 6/9 – 2 vehicles
Fri, 6/14 – 3 vehicles
Sat, 6/15 – 3 vehicles
Sun, 6/16 – 3 vehicles
Thu, 6/20 – 2 vehicles
Fri, 6/21 – 3 vehicles
Sat, 6/22 – 4 vehicles
Sun, 6/23 – 2 vehicles

Mon, 6/24 – 2 vehicles
Tue, 6/25 – 2 vehicles
Wed, 6/26 – 2 vehicles
Thu, 6/27 – 2 vehicles
Fri, 6/28 – 3 vehicles
Sat, 6/29- 4 vehicles
Sun, 6/30- 2 vehicles

July 2024

Mon, 7/1 – 2 vehicles
Tue, 7/2 – 2 vehicles
Wed, 7/3 – 2 vehicles
Thu, 7/4 – 2 vehicles
Fri, 7/5 – 4 vehicles
Sat, 7/6 – 5 vehicles
Sun, 7/7 – 4 vehicles
Mon, 7/8 – 2 vehicles
Tue, 7/9 – 2 vehicles
Wed, 7/10 – 2 vehicles
Thu, 7/11 – 2 vehicles
Fri, 7/12 – 3 vehicles
Sat, 7/13 – 4 vehicles
Sun, 7/14 – 2 vehicles
Mon, 7/15 – 2 vehicles
Tue, 7/16 – 2 vehicles
Wed, 7/17 – 2 vehicles
Thu, 7/18 – 2 vehicles
Fri, 7/19 – 3 vehicles
Sat, 7/20 – 4 vehicles
Sun, 7/21 – 2 vehicles
Mon, 7/22 – 2 vehicles
Tue, 7/23 – 2 vehicles
Wed, 7/24 – 2 vehicles
Thu, 7/25 – 2 vehicles
Fri, 7/26 – 3 vehicles
Sat, 7/27 – 4 vehicles
Sun, 7/28 – 2 vehicles
Mon, 7/29 – 2 vehicles
Tue, 7/30 – 2 vehicles
Wed, 7/31 – 2 vehicles

August 2024

Thu, 8/1 – 2 vehicles
Fri, 8/2 – 3 vehicles

Sat, 8/3 – 4 vehicles
Sun, 8/4 – 2 vehicles
Mon, 8/5 – 2 vehicles
Tue, 8/6 – 2 vehicles
Wed, 8/7 – 2 vehicles
Thu, 8/8 – 2 vehicles
Fri, 8/9 – 3 vehicles
Sat, 8/10 – 4 vehicles
Sun, 8/11 – 2 vehicles
Mon, 8/12 – 2 vehicles
Tue, 8/13 – 2 vehicles
Wed, 8/14 – 2 vehicles
Thu, 8/15 – 2 vehicles
Fri, 8/16 – 3 vehicles
Sat, 8/17 – 4 vehicles
Sun, 8/18 – 2 vehicles
Mon, 8/19 – 2 vehicles
Tues, 8/20 – 2 vehicles
Wed, 8/21 – 2 vehicles
Thu, 8/22 – 2 vehicles
Fri, 8/23 – 3 vehicles
Sat, 8/24 – 4 vehicles
Sun, 8/25 – 2 vehicles
Mon, 8/26 – 2 vehicles
Tue, 8/27 – 2 vehicles
Wed, 8/28 – 2 vehicles
Thu, 8/29 – 2 vehicles
Fri, 8/30 – 3 vehicles
Sat, 8/31 – 5 vehicles

September 2024

Sun, 9/1 – 4 vehicles
Fri, 9/6 – 2 vehicles
Sat, 9/7 – 2 vehicles
Sun, 9/8 – 2 vehicles
Fri, 9/13 – 3 vehicles
Sat, 9/14 – 3 vehicles
Sun, 9/15 – 3 vehicles

4. **Service Frequency.** The Services shall be run as a shuttle with a continuous loop during the hours of operation. Should the frequency goal not be met or prove infeasible in any respect, other than by the Operator failing to supply the required number of vehicles for the Services, the parties will consult to make equitable adjustments.

- a. If at any time the operator sees a need for additional vehicles or additional hours of service. The additional vehicles and or service will be at the sole discretion and expense of the operator.
5. **Vehicle Specifications and Numbers.** The Authority encourages and will consider any bid for Jitney, Shuttle, or Trolley vehicles. No school buses will be utilized for this contract.
 - a. Vehicle must be a minimum of a thirteen (13) passenger vehicle.
 - b. All vehicles used under this contract must be ADA compliant.
6. **Vehicle Condition.** All Vehicles used to supply the Services shall be in sound and safe mechanical condition for carrying riders, properly maintained, and adequately cleaned at the sole expense of the Operator. Contractor must have in place a regular preventive maintenance program for all vehicles. Vehicles must meet and remain in compliance with all applicable New Jersey State motor vehicle regulations, and notwithstanding such, must have adequate roadway lighting for night operation, turn signal and stop lighting, reflectors, rear view mirrors, three-point seatbelts or lap belts, and windshield wiping systems. All Vehicles intended to be used for the Services shall be subject to an initial check for safety purposes prior to the first scheduled date of operation and are subject to random checks from time to time by any of the following municipalities Police Departments, The Borough of Wildwood Crest, The City of Wildwood and The City of North Wildwood. No Vehicle shall remain in service until any asserted safety defect is remedied and proof thereof is furnished to the Authority. The determination of the existence of any safety defect or the materiality of same or its correction shall be determined conclusively by the Authority based on Police Department inspection. Contractor must have in place a regular preventative maintenance program for all vehicles. Contractor must be able to provide replacement vehicles within one hour if necessitated by breakdown or other circumstances.
 - a. All vehicles used under this contract must be clearly identified as "The Wildwoods" somewhere on the outside of the vehicle.
 - b. The Operator shall provide the Authority with a list of fleet information including but not limited to the total number of vehicles, size, and passenger compacity.
7. **Driver Qualifications.** Vehicles providing the Services may only be operated by persons who possess at all times of operation a valid New Jersey driver's license, in active and not suspended status, for the type of Vehicle in question and who have been instructed and otherwise trained and qualified by the Operator as to the proper operation of such Vehicle. The Operator shall submit identification documentation of all drivers providing the Services, supplying, among other things, their respective driver's license information to the Authority. The Operator acknowledges that the Authority shall have the right to review and monitor all such information and data, and, upon notice to the Operator, may, in the Authority's sole discretion, prohibit temporarily or permanently any driver from operating a Vehicle based on points, or other infractions, accruing to such driver's license. Vehicle drivers must have access to a radio and a cell phone that will enable them to make emergency contact with the dispatcher and appropriate emergency personnel. All drivers must be neatly dressed in appropriate company uniforms. All drivers must undergo an initial physical screening (including drug and alcohol testing) and be subject to a regular, periodic drug and alcohol testing or screening. Contractor shall provide a minimum of one dispatcher on duty at all relevant times.
 - a. All drivers are required to pass a background check implemented by the operator. The background check expense is the sole responsibility of the operator. The operator must submit each driver's background check and drivers license to the Authority prior to the driver operating under this contract.
 - b. All drivers are required to have a valid and current CDL.

8. **Insurance Coverages.** At all times of providing the Services, the Operator shall maintain in full force and effect one or more policies of insurance protecting against damage caused by any Vehicle or driver to property and/or physical injury to persons. Copies of all current policy declarations and subsequent amendments, endorsements and renewals shall be provided to the Authority not later than 30 days after the effective date of this instrument and thereafter promptly after issuance. The amount and exact type of such coverages shall be as set forth on Exhibit D. Notwithstanding the foregoing, all such coverages shall (i) be with reputable insurance carriers reasonably satisfactory to the Authority (based on ratings of A.M. Best as to size and financial stability); (ii) be required to provide at least 30 days' notice to the Authority in the event of any modification, cancellation or non-renewal; and (iii) name the Authority and The Borough of Wildwood Crest, The City of Wildwood and The City of North Wildwood an "additional insured" on such policies, *provided* that with respect to any overlap between such coverages and any coverages otherwise provided to the Authority under its own insurance facilities, the policies of the Operator shall be considered "primary" as concerns claims arising from operation of the Services. The maintenance of insurance by the Operator is independent and not related to any other obligations of the Operator to indemnify and hold harmless the Authority and The Borough of Wildwood Crest, The City of Wildwood and The City of North Wildwood hereunder.
9. **Indemnification and Hold Harmless.** The Operator agrees to indemnify and hold harmless the Authority and the City of Wildwood, North Wildwood and Wildwood Crest, including any of its officers, employees, agents or elected representatives ("Other Indemnified Persons"), from any and all liabilities, costs, claims, judgments and assessments, including court costs and attorneys' fees (collectively, "Claims"), arising out of the Operator's performance of, or failure to perform, its duties and obligations hereunder. As a party seeking indemnification hereunder, the Authority shall notify the Operator promptly upon obtaining knowledge of any such Claim and may, in the absence of the Operator effectively defending the Authority or Other Indemnified Person against such Claims in the reasonable judgment of the Authority, conduct the defense itself for the account, and at the cost, of the Operator, including any settlement of any such Claim. No such Claim involving any remaining obligation or liability to the Authority may be settled by the Operator without the Authority's consent, which consent may be given or withheld in the unfettered discretion of the Authority.
10. **Permits-** Each vehicle must obtain all required permits required by each municipality including The Borough of Wildwood Crest, The City of Wildwood and The City of North Wildwood. All permits and licensing responsibility and expenses are the operators.
11. **Term.** Unless terminated earlier as provided herein, this agreement shall have a term extending up to December 31, 2024 and shall not automatically renew for any additional term. At the conclusion of the initial term, the Authority shall retain the option to renew the contract for not more than two (2) additional terms of one (1) year in length under the provisions agreed to herein. The Authority in whole or part, shall reserve the right to terminate the contract with or without cause, on thirty (30) days written notice, without penalty.
12. **Payment.** The Authority shall pay a monthly invoice provided by the operator of the prior month once service has been complete. The Authority shall pay based on a schedule of NET 30.
13. **Events of Default.** Any of the following shall constitute an "Event of Default" under this agreement:
 - a. **By the Operator:**

1. Failure of the Operator to observe or perform any of its obligations hereunder, after specific notice by the Authority of such failure and the passage of 30 days after the effective date of such notice without correction, cure or remedy by the Operator.
2. Failure of the Operator to make any payment due to the Authority pursuant to this agreement (except any disputed payment) and the continuation of any such failure for 15 days after the due date.
3. Misrepresentation by the Operator to the Authority of any material facts related to this agreement, including those made under Section 15f. of this agreement when made, or as to the carrying on of the Operator's responsibilities hereunder from time to time, and the passage of 30 days after specific notice by the Authority asserting such misrepresentation.

b. By the Authority:

1. Failure of the Authority to make any payment due to the Operator pursuant to this agreement (except any disputed payment) and the continuation of any such failure for 15 days after the due date.
2. Failure of the Authority to observe or perform any of its obligations hereunder, after specific notice by the Operator of such failure and the passage of 30 days after the effective date of such notice without correction, cure or remedy by the Authority.
3. Any representation by the Authority made under Section 15f. of this agreement shall be determined to have been false in any material respect when made and the passage of 30 days after specific notice by the Operator to the Authority asserting such falsity.

Upon the occurrence of an Event of Default, the party not responsible for the Event of Default shall have all the rights of a non-breaching party under this agreement and applicable law, including without limitation the right to terminate this agreement and to seek all applicable damages and exercise all remedies against the party responsible for the Event of Default.

14. **Advertising Arrangements.** The Operator shall be responsible for all advertising placed in or upon all Vehicles while providing Services and shall be entitled to make all billings and receive all revenue accruing therefrom. Notwithstanding the parties' recognition of the Operator's rights to commercial free speech regarding its advertising, and recognizing that advertising on Vehicles may be mistakenly attributable to the Authority, the Operator agrees it will voluntarily limit such rights and not display political advertising on Vehicles, nor advertising that a reasonable viewer would construe as defamatory or derogatory to the reputation of the Authority or The Borough of Wildwood Crest, The City of Wildwood and The City of North Wildwood or any of its employees, officials, elected representatives or constituent elements in the local community. The Authority will be entitled to have identification and signage placed on each Vehicle on front and back identifying the Vehicle to patrons as being in service pursuant to this agreement. In no event will the Operator or any driver represent to any person that the Service is operated by the Authority or The Borough of Wildwood Crest, The City of Wildwood and The City of North Wildwood, except by contract with the Operator. The Authority, at its sole cost and expense, shall be responsible for all other non-Vehicle advertising and signage, whether street-side or otherwise, related to the Services.
 - a. The operator agrees to make any and all reasonable efforts to market the service to all business within The Wildwoods.

15. Miscellaneous.

- a. **Notices.** All communications in order to be considered as "notices" under this agreement shall be in writing delivered by (i) United States First Class mail, (ii) courier service, or (iii) personally, in

each case to the addresses of the parties herein first set forth above, or in each case as subsequently changed by notice, or (iv) e-mail to addresses previously specified by the parties in writing or as subsequently changed by notice. Notices may be given orally by telephone or in person, *provided* any such notice is confirmed within 24 hours by means provided in the preceding sentence. Notices are effective upon receipt where confirmation of delivery is available or otherwise on the second business date after mailing or the next business day after e-mailing. In the case of the Authority, all notices shall be addressed to the Executive Director of the Authority, or the person delegated in writing by the Authority (and notified to the Operator) to receive notice.

- b. **Certain Reports.** The Operator shall monitor and provide to the Authority upon request a written report setting forth the dates of operation and passengers carried for each such date in such month and any other information in such format as the Authority may reasonably request, including examples of advertising materials, demonstrating the Operator's substantial compliance with its obligations under this agreement or pertinent to the provision of the Services.
- c. **Amendments and Waivers.** All amendments to this agreement shall be made only in writing signed by both parties to this agreement. All waivers to breaches, non-performance or defaults under this agreement shall be in writing and signed by the party entitled to enforce such matters.
- d. **Third Party Beneficiaries.** This agreement is made solely for the benefit of the parties hereto, and no other person shall have the right or standing to enforce or assert any interest in this agreement, except for any Other Indemnified Person referred to in Section 8.
- e. **Governing Law.** This agreement shall be construed according to, and be governed exclusively by, the laws of the State of New Jersey without reference to any conflict of laws doctrine of such State and as a contract to be entered into, and performed wholly within, such State.
- f. **Certain Representations.** Each of the parties hereto represents to the other that this agreement, when executed and delivered by the parties, has been duly authorized by all necessary action and authority of such party, has been duly and validly executed and delivered by such party, constitutes the legal, valid and binding obligation of such party, and, when performed in accordance with its terms, will not breach, conflict with or violate any law, rule or regulation or any charter, by-law, other constituent instrument or contract or other undertaking applicable to, or binding on, such party.
- g. **Independent Contractor.** At all times during the performance of this agreement, the Operator shall be considered an independent contractor, and no driver of Vehicles or other person associated with the Operator shall be deemed an employee, agent or representative of the Authority for any purpose whatsoever.
- h. **Successors and Merger.** This agreement shall be binding on the parties and their permitted legal successors and assigns; *provided* that no assignment of this agreement, in whole or in part, may be made by the Operator without the prior written consent of the Authority, which consent shall not be unreasonably refused or delayed. This agreement represents the full, complete and final understanding of the parties as to its subject matter and supersedes all prior exchanges, discussions or understandings, whether written or oral.
- i. **Annexes.** The Annexes, including any supplements, to this agreement shall be considered an integral part hereof as if set forth at length in the body of the agreement.

- j. **App.** The operator must provide an online Application with all information regarding the service for customers to access via the internet.
- k. **Failure to Supply the Fleet.** If the operator fails to supply the required number of vehicles on any dates within the schedule provided above in Bid Specifications number 3, the Authority will receive a \$500.00 credit for each vehicle that was not provided for each date. This credit can be applied to any future billings.

Base Bid

Daily Rate per Vehicle:

Sunday Per Vehicle \$ _____

Monday Per Vehicle \$ _____

Tuesday Per Vehicle \$ _____

Wednesday Per Vehicle \$ _____

Thursday Per Vehicle \$ _____

Friday Per Vehicle \$ _____

Saturday Per Vehicle \$ _____

Monthly Cost

Transportation per month- May
\$ _____

Transportation per month- June
\$ _____

Transportation per month- July
\$ _____

Transportation per month- August
\$ _____

Transportation per month- September
\$ _____

Grand total for May-September \$ _____

Spec-5

BID PROPOSAL FORM

The undersigned proposes to furnish and deliver the above goods/services pursuant to the
bid specification and made part hereof:

Amount in words

\$ _____
Amount in numbers

Company Name

Federal I.D. # or Social Security #

Address

Signature of Authorized Agent

Type or Print Name

Title: _____

Telephone Number

Date

Fax Number

E-mail address

TRANSFER GRAND TOTAL DOLLAR AMOUNT FROM SPREAD SHEET TO THIS FORM

Exhibit C

Description of Route (s)

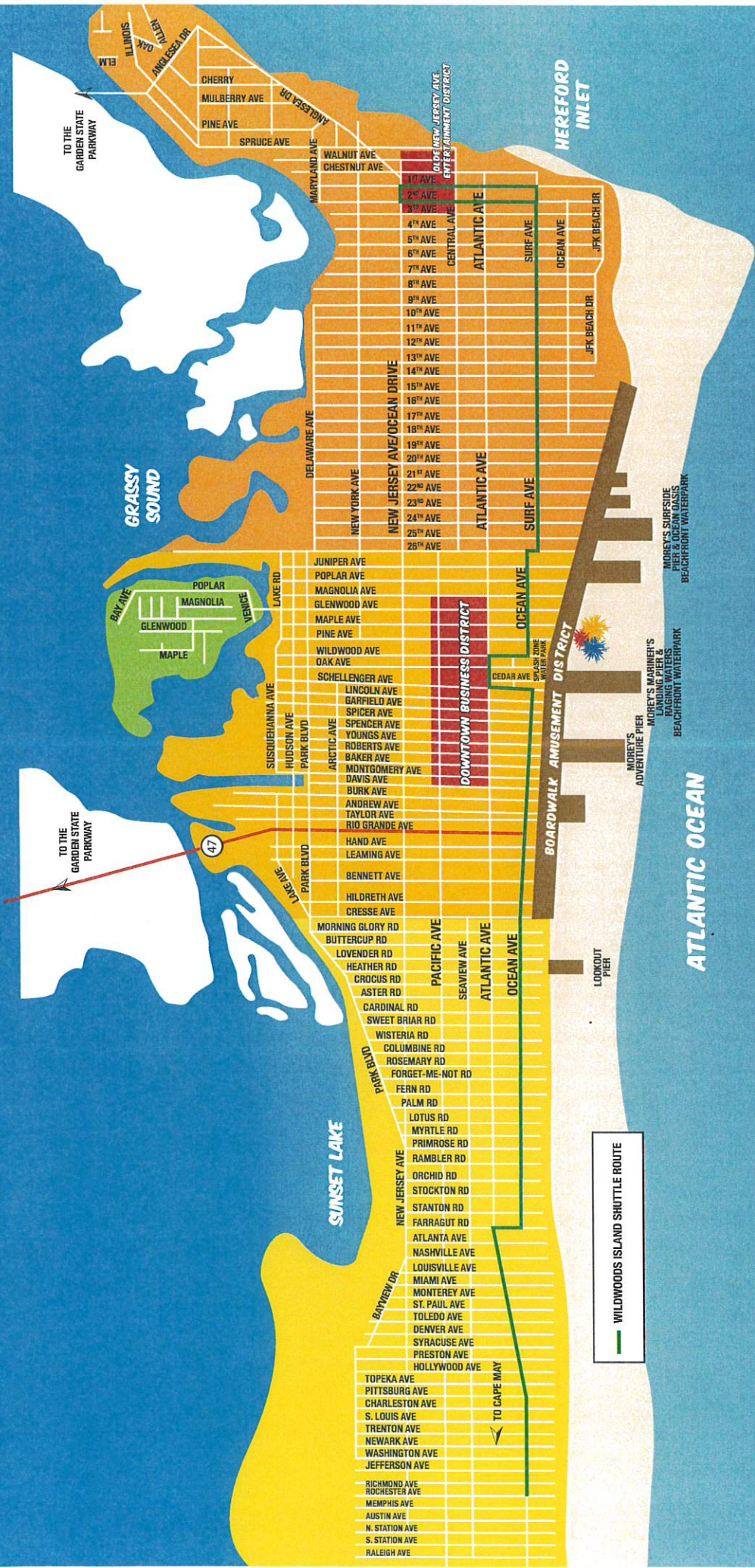
It is understood that, upon 48 hours' notice to the Operator, the Authority, in its sole discretion, may make modifications to any route or add or subtract routes, including the number and location of stops (collectively, "Modifications"), *provided* that no Modification of a route shall require any Vehicle to travel outside the limits of the island, and *provided further* that notwithstanding any Modification by the Authority, the Operator shall not be obligated to furnish more than the overall number of Vehicles assigned to provide Services at the time and that with respect to any Modification, unless agreed to by the Operator, the Operator does not represent or warrant that any particular Service frequency can be attained or maintained.

Modifications shall be evidenced in writing and maintained as supplements to this Exhibit.

Description of Route

The round-trip route will run the entire length of the island starting at Rochester & Atlantic Ave. traveling North on Atlantic Ave. to Farragut Rd. Turn Right on Farragut Rd then a left to Ocean Ave. Follow Ocean Ave north to Schellenger Ave. Then left on Schellenger Ave. to Atlantic Ave, then right on Atlantic Ave. to 25th Street. Then Right on 25 Street to Surf Ave. Then left on Surf Ave to 1st Ave. Then left on 1st Ave to the Olde New Jersey Ave. Entertainment District. Turn Left on New Jersey Ave. Turn Left on 2nd Ave then a right onto Surf Ave. Follow same route back south and begin loop again on Rochester & Atlantic Ave. Route may differ based on road construction and street closures.

The exact route stops will be forthcoming. All required stops will be along the route described above.



— WILDWOODS ISLAND SHUTTLE ROUTE

Exhibit D

[Required Insurance Coverages]

The Authority requires a combined single limit of \$1,000,000.00 for bodily injury and property damage.

Insurance must be supplied prior to award of contract.

BID DOCUMENT CHECKLIST

**Required
With
Bid**

**Read,
Signed
& Submitted
Bidder's Initial**

A. FAILURE TO SUBMIT ANY OF THESE ITEMS IS MANDATORY CAUSE FOR REJECTION OF BID

- ☒ Stockholder Disclosure Certification
- ☒ Non-Collusion Affidavit
- ☒ Acknowledgement of Receipt of Addenda (To be Completed if Addenda are Issued)
- ☒ Required Evidence EEO/Affirmative Action Regulations Certificate or Questionnaire
- ☒ Investments in Iran Disclosure
- ☒ Investments in Russia Disclosure

B. MANDATORY ITEM(S), REQUIRED NO LATER THAN TIME PERIOD INDICATED

- ☒ Business Registration Certificate – Contract Award
- ☒ Business Registration Certificate – Named /Listed Subcontractor(s) to be registered at time of bid submission
- ☒ Certificate of Insurance naming the additionally insured due when award of contract
- ☒ Provide Fleet detail (type of vehicles and number of vehicles) due when award of contract

C. READ ONLY

- ☒ Americans With Disability Act of 1990 Language

This checklist is provided for bidder's use in assuring compliance with required documentation; however, it does not include all specifications requirements and does not relieve the bidder of the need to read and comply with the specifications.

Name of Bidder: _____

Date: _____

By Authorized Representative:

Signature: _____

Print Name & Title: _____

STOCKHOLDER DISCLOSURE CERTIFICATION

N.J.S.A. 52:25-24.2 (P.L. 1977 c.33)

**FAILURE OF THE BIDDER TO SUBMIT THE REQUIRED
INFORMATION IS CAUSE FOR AUTOMATIC REJECTION**

CHECK ONE:

- ☐ I certify that the list below contains the names and home addresses of all stockholders holding 10% or more of the issued and outstanding stock of the undersigned.
- ☐ I certify that no one stockholder owns 10% or more of the issued and outstanding stock of the undersigned.

Legal Name of Bidder Business: _____

Check which business entity applies:

- ☐ Partnership ☐ Corporation ☐ Sole Proprietorship
- ☐ Limited Partnership ☐ Limited Liability Partnership ☐ Limited Liability Corporation
- ☐ Subchapter S Corporation ☐ Other _____

Complete if the bidder/respondent is one of the 3 types of Corporations:

Date Incorporated: _____ Where Incorporated: _____

Business Address:

STREET ADDRESS	CITY	STATE	ZIP
TELEPHONE #	FAX #	EMAIL	

Listed below are the names and addresses of all stockholders, partners or individuals who own 10% or more of its stock of any classes, or who own 10% or greater interest therein.

NAME	HOME ADDRESS
NAME	HOME ADDRESS

CONTINUE ON ADDITIONAL SHEETS IF NECESSARY: Yes ☐ No ☐

Signature: _____ Date: _____

Printed Name and Title: _____

NON-COLLUSION AFFIDAVIT

State of _____
County of _____

ss:

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

I am _____ of the firm of _____

the bidder making this Proposal for the above named project, and that I executed the said proposal with full authority so to do; that said bidder has not, directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free, competitive bidding in connection with the above named project; and that all statements contained in said proposal and in this affidavit are true and correct, and made with full knowledge that the Greater Wildwoods Tourism Improvement and Development Authority relies upon the truth of the statements contained in said proposal and in the statements contained in this affidavit in awarding the contract for the said project.

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

(N.J.S.A. 52:34-15)

Subscribed and sworn to

before me this _____ day

of _____, _____.

Signature

(Type or print name of affiant under signature)

Notary public of

My Commission expires _____.

A.

EEO/AFFIRMATIVE ACTION COMPLIANCE NOTICE

N.J.S.A. 10:5-31 and N.J.A.C. 17:27

GOODS, PROFESSIONAL SERVICE AND GENERAL SERVICE CONTRACTS

All successful bidders are required to submit evidence of appropriate affirmative action compliance to the Authority and Division of Public Contracts Equal Employment Opportunity Compliance. During a review, Division representatives will review the Authorities files to determine whether the affirmative action evidence has been submitted by the vendor/contractor. Specifically, each vendor/contractor shall submit to the Authority, prior to execution of the contract, one of the following documents:

Goods and General Service Vendors

1. Letter of Federal Approval indicating that the vendor is under an existing Federally approved or sanctioned affirmative action program. A copy of the approval letter is to be provided by the vendor to the Authority and the Division. This approval letter is valid for one year from the date of issuance.

Do you have a federally-approved or sanctioned EEO/AA program?

Yes ☐ No ☐

If yes, please submit a photo static copy of such approval.

2. A Certificate of Employee Information Report (hereafter "Certificate"), issued in accordance with N.J.A.C. 17:27-1.1 et seq. The vendor must provide a copy of the Certificate to the Greater Wildwoods Tourism Improvement and Development Authority as evidence of its compliance with the regulations. The Certificate represents the review and approval of the vendor's Employee Information Report, Form AA-302 by the Division. The period of validity of the Certificate is indicated on its face. Certificates must be renewed prior to their expiration date in order to remain valid.

The successful vendor may obtain the Affirmative Action Employee Information Report (AA302) on the Division website www.state.nj.us/treasury/contract_compliance.

The undersigned vendor certifies that he/she is aware of the commitment to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27 and agrees to furnish the required forms of evidence.

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

COMPANY: _____ SIGNATURE: _____

PRINT NAME: _____ TITLE: _____

DATE: _____

Revised Contract Language for BRC Compliance

Goods and Services Contracts (including purchase orders)

** Construction Contracts (including public works related purchase orders)*

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 was used; and,
- 4) during the term of this contract, the contractor and its affiliates shall collect and remit, and shall notify all subcontractors and their affiliates that they must collect and remit to the Director, New Jersey Division of Taxation, the use tax due pursuant to the Sales and Use Tax Act, (N.J.S.A. 54:32B-1 et seq.) on all sales of tangible personal property delivered into this State.

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.

**ALERT
FAILURE TO POSSESS A
NEW JERSEY BUSINESS REGISTRATION CERTIFICATE
MAY BE CAUSE FOR REJECTION OF YOUR BID RESPONSE**

THESE ARE SAMPLES OF THE ONLY ACCEPTABLE
BUSINESS REGISTRATION CERTIFICATES.

FAILURE TO POSSESS A NEW JERSEY BUSINESS REGISTRATION CERTIFICATE
WILL BE CAUSE FOR REJECTION OF YOUR BID RESPONSE

STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE FOR STATE AGENCY AND CASINO SERVICE CONTRACTORS		DEPARTMENT OF TREASURY DIVISION OF REVENUE PO BOX 252 TRENTON, N.J. 08646-0252
TAXPAYER NAME:	TRADE NAME:	
TAX REGISTRATION TEST ACCOUNT	CLIENT REGISTRATION	
TAXPAYER IDENTIFICATION#:	SEQUENCE NUMBER:	
970-097-382/500	0107330	
ADDRESS:	ISSUANCE DATE:	
847 ROEBLING AVE TRENTON NJ 08611	07/14/04	
EFFECTIVE DATE:		
01/01/01		
FORM-BRC(08-01)		
This Certificate is NOT assignable or transferable. It must be conspicuously displayed at above address.		

STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE	
Taxpayer Name:	TAX REG TEST ACCOUNT
Trade Name:	
Address:	847 ROEBLING AVE TRENTON, NJ 08611
Certificate Number:	1093907
Date of Issuance:	October 14, 2004
For Office Use Only:	
20041014112823533	

STANDARD BID DOCUMENT REFERENCE

Name of Form	COMBINED CERTIFICATION: PROHIBITED ACTIVITIES IN RUSSIA AND BELARUS & INVESTMENT ACTIVITIES IN IRAN					
Statutory Reference	P.L. 2022, c. 3 N.J.S.A. 52:32-55 et seq. N.J.S.A. 40A:11-2.1 N.J.S.A. 18A:18A-49.4					
Applicability		Y/N		Mandatory	Optional	N/A
	LPCL	Y	Goods and Services	X		
	PSCL	Y	Construction			X
Instructions Reference						
Description	<p>P.L. 2022, c. 3 prohibits the award, renewal, amendment, or extension of State and local public contracts for goods or services with persons or entities engaging in prohibited activities in Russia or Belarus. P.L. 2012, c.25 prohibits the award or renewal of State and local public contracts for goods and services with persons or entities engaged in certain investment activities in the energy or finance sectors of Iran.</p> <p>Before a goods and services contract can be entered into, vendors and contractors must certify that neither they nor any parent entity, subsidiary, or affiliate is listed on the New Jersey Department of the Treasury's list of entities determined to be engaged in prohibited activities in Russia or Belarus pursuant to P.L. 2022, c. 3 ("<u>Russia-Belarus list</u>") or in Iran pursuant to P.L. 2012, c. 25 ("<u>Chapter 25 list</u>").</p>					

The Certification form requires the insertion of contracting unit identification information which should be filled in (in italics on the form) prior to its use.

Prohibited Russia-Belarus Activities & Iran Investment Activities

Person or Entity

Part 1: Certification

COMPLETE PART 1 BY CHECKING **ONE OF THE THREE BOXES BELOW**

Pursuant to law, any person or entity that is a successful bidder or proposer, or otherwise proposes to enter into or renew a contract, for goods or services must complete the certification below prior to contract award to attest, under penalty of perjury, that neither the person or entity, nor any parent entity, subsidiary, or affiliate, is identified on the Department of Treasury's Russia-Belarus list or Chapter 25 list as a person or entity engaging in prohibited activities in Russia, Belarus or Iran. Before a contract for goods or services can be amended or extended, a person or entity must certify that neither the person or entity, nor any parent entity, subsidiary, or affiliate, is identified on the Department of Treasury's Russia-Belarus list. Both lists are found on Treasury's website at the following web addresses:

<https://www.nj.gov/treasury/administration/pdf/RussiaBelarusEntityList.pdf>
www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf.

As applicable to the type of contract, the above-referenced lists must be reviewed prior to completing the below certification.

A person or entity unable to make the certification must provide a detailed, accurate, and precise description of the activities of the person or entity, or of a parent entity, subsidiary, or affiliate, engaging in prohibited activities in Russia or Belarus and/or investment activities in Iran. The person or entity must cease engaging in any prohibited activities and provide an updated certification before the contract can be entered into.

If a vendor or contractor is found to be in violation of law, action may be taken as appropriate and as may be 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.

CONTRACT AWARDS AND RENEWALS



I certify, pursuant to law, that neither the person or entity listed above, nor any parent entity, subsidiary, or affiliate appears on the N.J. Department of Treasury's lists of entities engaged in prohibited activities in Russia or Belarus pursuant to P.L. 2022, c. 3 or in investment activities in Iran pursuant to P.L. 2012, c. 25 ("Chapter 25 List"). I further certify that I am the person listed above, or I am an officer or representative of the entity listed above and am authorized to make this certification on its behalf. (Skip Part 2 and sign and complete the Certification below.)

CONTRACT AMENDMENTS AND EXTENSIONS



I certify, pursuant to law, that neither the person or entity listed above, nor any parent entity, subsidiary, or affiliate is listed on the N.J. Department of the Treasury's lists of entities determined to be engaged in prohibited activities in Russia or Belarus pursuant to P.L. 2022, c. 3. I further certify that I am the person listed above, or I am an officer or representative of the entity listed above and am authorized to make this certification on its behalf. (Skip Part 2 and sign and complete the Certification below.)

IF UNABLE TO CERTIFY



I am unable to certify as above because the person or entity and/or a parent entity, subsidiary, or affiliate is listed on the Department's Russia-Belarus list and/or Chapter 25 Iran list. I will provide a detailed, accurate, and precise description of the activities as directed in Part 2 below, and sign and complete the Certification below. Failure to provide such will prevent the award of the contract to the person or entity, and appropriate penalties, fines, and/or sanctions will be assessed as provided by law.

Part 2: Additional Information

PLEASE PROVIDE FURTHER INFORMATION RELATED TO PROHIBITED ACTIVITIES IN RUSSIA OR BELARUS AND/OR INVESTMENT ACTIVITIES IN IRAN.

You must provide a detailed, accurate, and precise description of the activities of the person or entity, or of a parent entity, subsidiary, or affiliate, engaging in prohibited activities in Russia or Belarus and/or investment activities in Iran in the space below and, if needed, on additional sheets provided by you.

Part 3: Certification of True and Complete Information

I, being duly sworn upon my oath, hereby represent and state that the foregoing information and any attachments there, to the best of my knowledge, are true and complete. I attest that I am authorized to execute this certification on behalf of the above-referenced person or entity.

I acknowledge that the Greater Wildwoods Tourism Improvement and Development Authority is relying on the information contained herein and hereby acknowledge that I am under a continuing obligation from the date of this certification through the completion of any contracts with the Greater Wildwoods Tourism Improvement and Development Authority to notify the Greater Wildwoods Tourism Improvement and Development Authority in writing of any changes to the answers of information contained herein.

I acknowledge that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification. If I do so, I recognize that I am subject to criminal prosecution under the law and that it will also constitute a material breach of my agreement(s) with the Greater Wildwoods Tourism Improvement and Development Authority and that the Greater Wildwoods Tourism Improvement and Development Authority at its option may declare any contract(s) resulting from this certification void and unenforceable.

Full Name (Print)		Title	
Signature		Date	

ACKNOWLEDGMENT OF RECEIPT OF ADDENDA

The undersigned Bidder hereby acknowledges receipt of the following Addenda:

ADDENDUM NUMBER		<i>ACKNOWLEDGE RECEIPT</i> (Initial)
	<i>DATE</i>	
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

Acknowledged for: _____
(Name of Bidder)

By: _____
(Signature of Authorized Representative)

Name: _____
(Print or Type)

Title:

Date: _____