

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



**2024
Wildwood Truss Bid**

**GOODS AND SERVICES BID SPECIFICATIONS:
GREATER WILDWOODS TOURISM IMPROVEMENT
AND DEVELOPMENT AUTHORITY
WILDWOODS CONVENTION CENTER**

SECTION A

**Instructions to Bidders and
Statutory Requirements**

Instructions To Bidders And Statutory Requirements

I. SUBMISSION OF BIDS

- A. Sealed bids shall be received by the Greater Wildwoods Tourism Improvement and Development Authority, herein after referred to as "Authority," in accordance with public advertisement as required by law, with a copy of said notice being attached hereto and made a part of these specifications.
- B. Sealed bids will be received by the designated representative at the time of 2:00pm in the Executive Boardroom of the Wildwoods Convention Center located at 4501 Boardwalk; Wildwood, NJ 08260 as stated in the Notice to Bidders, and at such time and place will be publicly opened and read aloud.
- C. The bid shall be submitted in a sealed envelope: (1) addressed to the Authority, (2) bearing the name and address of the bidder written on the face of the envelope, and (3) clearly marked "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 Authority 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- E. Sealed bids forwarded to the owner before the time of opening of bids may be withdrawn upon written application of the bidder who shall be required to produce evidence showing that the individual is or represents the principal or principals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, website 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.

- Pay-to Play Disclosure- 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.

II. INTERPRETATION AND ADDENDA

- A. The bidder understands and agrees that its bid is submitted on the basis of the specifications prepared by the Authority. 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 Authority no less than three business days prior to the opening of the bids. Challenges filed after that time shall be considered void and having no impact on the Authority or the award of a contract pursuant to N.J.S.A. 40A:11-13. In the event the bidder fails to notify the Authority 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 Authority's representative stipulated in the specification. In order to be given consideration, a written request must be received at least three (3) 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 shall be acknowledged by the bidder in the bid. The Authority's interpretations or corrections thereof shall be final.

When issuing addenda, the Authority shall provide required notice prior to the official receipt of 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 Authority 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 Thursday, March 7th, 2024, at 2:00 p.m. at The Wildwoods Convention Center in the GWTIDA Boardroom.

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

III. 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 Authority 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:11-18.
- 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.

IV. INSURANCE AND INDEMNIFICATION

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

A. INSURANCE REQUIREMENTS

☒ 1. Worker's Compensation Insurance

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

☒ 2. General Liability Insurance

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

☒ 3. Automotive Liability Insurance

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

☐ 4. Chemical Liability Insurance

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

B. CERTIFICATES OF THE REQUIRED INSURANCE

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

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

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

C. INDEMNIFICATION

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

V. PRICING INFORMATION FOR PREPARATION OF BIDS

- A. The Authority is exempt from any local, state or federal sales, use or excise tax.
- B. It is understood and agreed that all prices quoted are firm and not subject to any increase during the life of the contract. Should there be any reduction in successful bidder's prices as submitted, vendor agrees that all deliveries made on or after such date of price reduction will be invoiced on the basis of reduced prices.
- C. Contractor shall be responsible for obtaining any applicable permits or licenses from any government entity that has jurisdiction to require the same. All bids submitted shall have included this cost.
- D. Bidders shall insert prices for furnishing goods and services required by these specifications. Prices shall be net, including any charges for packing, crating, containers, etc. All transportation charges shall be fully prepaid by the contractor, F.O.B. destination and placement at locations specified by the Authority. As specified, placement may require inside deliveries. No additional charges will be allowed for any transportation costs resulting from partial shipments made for the contractor's convenience.
- E. Bid prices are to remain firm for a period of not less than sixty (60) days to allow the Authority to determine the lowest bid that shall most economically serve the intentions of this bid.

- F. No bidder shall be allowed to offer more than one price on each item even though he/she may feel that he/she has two or more types or styles that will meet specifications. Bidders must determine for themselves which to offer. If said bidder should submit more than one price on any item, all prices for the item shall be rejected.
- G. In the event of a public emergency declared at the local, state or federal level, if the owner opts to extend terms and conditions of a contract, the contractor agrees to extend the terms and conditions of this specification, whether existing, expiring or expired no longer than six months, for goods and/or services for the duration of the emergency. In the event of the original contractor cannot meet this requirement; the owner may solicit the food and/or services from any vendor to fulfill the contract.

VI. STATUTORY AND OTHER REQUIREMENTS

The following are mandatory requirements of this bid and contract.

☒ A. MANDATORY AFFIRMATIVE ACTION CERTIFICATION

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

☒ B. AMERICANS WITH DISABILITIES ACT OF 1990

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

☒ C. STOCKHOLDER DISCLOSURE

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

☒ D. PROOF OF NEW JERSEY BUSINESS REGISTRATION

N.J.S.A. 52:32-44 requires that each bidder (contractor) submit proof of business registration with the bid proposal or before time of award. 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.C 8:59-2 et seq.,). Containers that the law and rules require to be labeled shall show the Chemical Abstracts Service number of all the components and the chemical name. Further, all applicable Material Safety Data Sheets (MSDS) - hazardous substance fact sheet - must be furnished.

☒ F. PREVAILING WAGE ACT

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

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

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

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

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

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

☒ H. NON-COLLUSION AFFIDAVIT

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

VII. METHOD OF CONTRACT AWARD

- 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 IX, Termination of Contract, Sub-section E, for additional information.
- 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.
- 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.
- The Authority may also elect to award the contract on the basis of unit prices.
- The form of contract shall be submitted by the Authority to the successful bidder. Terms of the specifications/bid package prevail. Bidder exceptions must be formally accepted by the Authority.

VIII. CAUSES FOR REJECTING BIDS

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

- All bids pursuant to N.J.S.A. 40A:11-13.2;
- 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 Authority may accept the bid of the next lowest responsible bidder. (N.J.S.A. 40A:11-24b)
- H. Failure to provide or hold valid required licenses to perform the work required by the specification.

IX. TERMINATION OF CONTRACT

- A. If, through any cause, the contractor shall fail to fulfill in a timely and proper manner obligations under the contract or if the contractor shall violate any of the requirements of the contract, the Authority shall there upon have the right to terminate the contract by giving written notice to the contractor of such termination and specifying the effective date of termination. Such termination shall relieve the Authority of any obligation for balances to the contractor of any sum or sums set forth in the contract. Authority will pay only for goods and services accepted prior to termination.
- B. Notwithstanding the above, the contractor shall not be relieved of liability to the Authority for damages sustained by the owner by virtue of any breach of the contract by the contractor and the Authority may withhold any payments to the contractor for the purpose of compensation until such time as the exact amount of the damage due the Authority from the contractor is determined.
- C. The contractor agrees to indemnify and hold the owner harmless from any liability to subcontractors/suppliers concerning payment for work performed or goods supplied arising out of the lawful termination of the contract by the Authority under this provision.
- D. In case of default by the contractor, the Authority may procure the goods or services from other sources and hold the contractor responsible for any excess cost.
- E. Continuation of the terms of the contract beyond the fiscal year is contingent on availability of funds in the following year's budget. In the event of unavailability of such funds, the Authority reserves the right to cancel the contract.
- F. **ACQUISITION, MERGER, SALE AND/OR TRANSFER OF BUSINESS, ETC.**
It is understood by all parties that if, during the life of the contract, the contractor disposes of his/her business concern by acquisition, merger, sale and or/transfer or by any means convey his/her interest(s) to another party, all obligations are transferred to that new party. In this event, the new owner(s) will be required to submit all documentation/legal instruments that were required in the original bid/contract. Any change shall be approved by the Owner.
- G. The contractor will not assign any interest in the contract and shall not transfer any interest in the same without the prior written consent of the Authority.
- G. The Authority may terminate the contract for convenience by providing 60 calendar days advanced notice to the contractor.
- H. The contractor shall maintain all documentation related to products, transactions or services under this contract for a period of five years from the date of final payment. Such records shall be available to the New Jersey Office of the State Comptroller upon request.
- I. For contracts that exceed one year, each fiscal year payment obligation of the owner conditioned upon the availability of owner funds appropriated or allocated for the payment of such an obligation. If funds

are not allocated and available for the continuance of any services performed by the bidder awarded the contract (contractor) hereunder, whether in whole or in part, the owner at the end of any particular fiscal year may terminate such services. The owner will notify the contractor in writing immediately of any services that will be affected by a shortage of appropriated funds. This provision shall not be construed so as to permit the owner to terminate the contract during the term, or any service hereunder, merely in order to acquire identical services from another contractor.

- J. Neither party shall be responsible for any resulting loss or obligation to fulfill duties as specified in any of the terms or provisions of a contract if the fulfillment of any term or provision of the contract is delayed or prevented by any revolutions, insurrections, riots, wars, acts of enemies, national emergencies, strikes, floods, fires, act of God, or by any cause not within the control of the party whose performance is interfered with which by the exercise of reasonable diligence such party is unable to prevent. Additionally, if the fulfillment of any of the terms and provisions of the contract is delayed or prevented by any court order, or action or injunction or other such agreement, the contract shall become voidable by the owner by notice to the parties.

X. PAYMENT

- A. No payment will be made unless duly authorized by the Authority's authorized representative and accompanied by proper documentation.
- B. Payment will be made in accordance with the Authority's policy and procedures. Invoices shall specify, in detail, the period for which payment is claimed, the services performed during the prescribed period, the amount claimed and correlation between the services claimed and this proposal.
- C. The owner may withhold all or partial payments on account of subsequently discovered evidence including but not limited to the following:
1. Deliverables not complying with the project specification;
 2. Claims filed or responsible evidence indicating probability of filing claims;
 3. A reasonable doubt that the contract can be completed for the balance then unpaid.

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SECTION B

Bid Specifications

Bid-2-24
Wildwood Truss

The Greater Wildwoods Tourism Improvement and Development Authority (GWTIDA) and The Wildwoods Convention Center is in need of one (1) exterior truss located at 4501 Boardwalk, Wildwood NJ 08260. The truss shall be constructed as designed by Sosh Architects of Atlantic City, NJ. Construction shall be as per plans they have provided. The Wildwoods Convention Center is asking for two bid options, one using structural steel and the second option using hot dipped galvanized steel.

This bid will include all fabrication and installation of the truss along with attaching "wildwood" letters to the top of truss. Bidders are put on notice that prevailing wage section 4 of P.L. 1963 C.150 (34:11-56.25et seq) and the New Jersey Public Works Contractor Registration Act P.L. 1999 C.238C (34:11-56.48 et-seq) will apply on this project and monthly payroll reports must be filed with the Executive Director of GWTIDA as work commences. As an authority the prevailing wage threshold is \$2,000.00.

Bidders are also put on notice that as of March 18th, 2019 custom fabrication completed offsite is also included under prevailing wage according to P.L 219 C44. This includes any and all sign materials constructed off site and moved to the location. All installation of the truss and electrical work shall be performed on site and require Prevailing Wage to be followed. Also, please note that P.L. 2019 c158 was recently signed into law in NJ and must be followed.

All work shall comply with all requirements of local and state codes and the specifications of the national board of fire underwriters. All work shall be done in accordance with the requirements of the city or township and/or appropriate authority having jurisdiction over construction where the project is located. The contractor shall check and verify all plan dimensions and conditions before proceeding with construction and shall report any discrepancies to the architect for correction prior to beginning any work. Do not change scale drawings. All written dimensions govern.

The general contractor/truss manufacturer and supplier shall provide all materials and labor, whether implied by, or directly stated on these drawings, which may be necessary in order to complete the work as indicated herein.

The architect is not responsible for any deviations from the plans and specification information which they have not authorized.

The architect shall not have control or charge of and shall not be responsible for construction means, methods, techniques, sequences, or procedures, for safety pre-cautions and programs in connection with the work, or the acts or omissions of the contractor, subcontractors, or any other persons performing any work, or for failure of any of them to carry out the work in accordance with the construction documents.

Any work shown or referred to on any portion of the documents shall be provided as though shown on all documents, where discrepancies occur in the documents. The bidder shall obtain clarification in writing prior to submitting his bid, otherwise it will be assumed the higher cost item was bid on. In order to ensure coordination, partial sets of drawings shall not be issued to any contractor, sub-contractor, or vendor. Only complete sets of documents are to be issued.

The following set of drawings is an instrument of professional service and shall remain the property of Sosh Architects, whether the project is executed or not. No changes, alterations, or deletions may be made hereto except by the architect.

All dimensions and existing conditions shall be checked and verified by the contractor at the site. The contractor shall resolve any discrepancies before beginning work.

All existing construction and landscape features that are to remain as part of the project shall be protected from damage throughout the period of construction work. Any damage construction or features shall be replaced at the expense of the contractor to the satisfaction of the Executive Director of GWTIDA and the head engineer.

It shall be the responsibility of the contractor and all subcontractors to verify all dimensions and inspect conditions of prior work of other trades before proceeding with any work. Unacceptable or incorrect prior work shall be repaired or replaced before starting work. Proceeding with the work shall constitute acceptance of prior work.

All contractors shall visit the site and thoroughly acquaint themselves with the conditions in the field and the nature and the extent of the work to be performed prior to submitting a bid. By the act of submitting a bid, GWTIDA shall be assured that the bidder in fact visited the site prior to bid submission.

The contractor shall be solely responsible for initiating, maintain and supervising all safety precautions in connection with the work. The contractors shall comply with all applicable laws, ordinances, rules, regulations and order of any public authority bearing on the safety of persons and property, and their protection from damage, injury and loss. The contractor shall insure that the job site is maintained at all times in such a way as to prevent injury or damage to all persons working on or visiting the premises and to personal property. All work shall be performed in a safe and workmen like manner. Proper barricades to keep the public out will be required. The contractor shall be required to police the area at the end of work each day.

The contractor represents that he has thoroughly reviewed the drawings, specifications and contract documents and that they are suitable for submitting a valid bid. Contractor shall submit a written description of all deficiencies and ambiguities in the contract documents to the representative of GWTIDA within thirty (30) days of signing the contract. Change orders for design deficiencies or ambiguities not included in contractor's description will not be authorized.

A non-mandatory pre-bid meeting will be held at the Wildwood Convention Center, 4501 Boardwalk Wildwood NJ at 2:00 p.m. on Thursday, March 7, 2024. Questions will be accepted and answered as quickly as possible at that time, if not possible at the pre-bid meeting, answers will be provided in as timely manner as possible to all who picked up the plans and specifications whether they attend the pre-bid meeting or not. This pre-bid meeting will include a tour of the truss site. Any further questions shall be submitted to GWTIDA prior to seven (7) days before the bid opening date to permit our addressed responses. The bid opening date is Tuesday, March 12, 2024 at 2:30 p.m.

Contractors shall agree by submitting a bid for this sign that any change orders or change site conditions shall be submitted to mediation if an agreement can not be reached through negotiation or in accordance with PL 2017, Chapter 317.

Should any change orders be required or "Changed Site Conditions" work shall continue while results are being negotiated. A certain, small percentage shall be added to a contingency amount for minor site changes or minor change orders shall also be encumbered so funds may be available to handle minor issues without slowing the project down. The Project Oversight person to notify will be identified at the time of bid award. In the unlikely event of a required change site or change order, GWTIDA will allow merely a five percent (5%) markup over cost and five percent (5%) mark up for profit to be added to the actual cost of the change order to the contractor. This shall be explained later in this specification.

Should the bidder believe local law enforcement is required to protect their workers from traffic, the costs shall be included in the bid price submitted. This question should be addressed at the Pre-bid Conference. Please note that a five percent (5%) addition shall be included to pay to GWTIDA for record keeping purposes.

Bidders are put on notice to carefully review the terms and conditions as well as all pages in these specifications as contractors will be held accountable for all portions in these specifications. It is planned that a contract shall be awarded in March, the truss is to be installed and the entire job complete by May 8, 2024.

Bidders are to include in their bid the warranty they offer for their product.

Chapter 317 Condition Changes

- (1) If the contractor encounters differing site conditions during the progress of the work of the contract, the contractor shall promptly notify the contracting unit in writing of the specific differing site conditions encountered before the site is further disturbed and before any additional work is performed in the impacted area.
- (2) Upon receipt of a differing site conditions notice the contracting unit shall promptly undertake an investigation to determine whether differing site conditions are present.
- (3) If the contracting unit determines different site conditions that may result in additional costs or delays exist, the contracting unit shall provide prompt written notice to the contractor containing directions on how to proceed.
- (4) (a) The contracting unit shall make a fair and equitable adjustment to the contract price and contract completion date for increased costs and delays resulting from the agreed upon differing site conditions encountered by the contractor.

(b) If both parties agree that the contracting unit's investigation and directions decrease the contractor's costs or time of performance, the contracting unit shall be entitled to a fair and equitable downward adjustment of the contract price or time of performance.

(c) If the contracting unit determines that there are no differing site conditions present that would result in additional costs or delays, the contracting unit shall so advise the contractor, in writing, and the contractor shall resume performance of the contract, and shall be entitled to pursue a differing site conditions claim against the contracting unit for additional compensation or time attributable to the alleged differing site conditions.
- (5) Execution of the contract by the contractor shall constitute a representation that the contractor has visited the site and has become generally familiar with the local conditions under which the work is to be performed.

- (6) "Differing site conditions" mean physical conditions at the contract work site that are subsurface or otherwise concealed and which differ materially from those indicated in the contract documents or are of such an unusual nature that the conditions differ materially from those ordinarily encountered and generally recognized as inherent in the work of the character provided for in the contract.
- (1) The contracting unit shall provide written notice to the contractor in advance of any suspension of work lasting more than 10 calendar days of the performance of all or any portion of the work of the contract.
 - (2) If the performance of all or any portion of the work of the contract is suspended by the contracting unit for more than 10 calendar days due to no fault of the contractor. The contractor shall be entitled to compensation for any resultant delay to the project completion or additional contractor expenses, and to an extension of time, provided that, to the extent feasible, the contractor, within 10 calendar days following the conclusion of the suspension, notifies the contracting unit, in writing, of the nature and extent of the suspension of work. The notice shall include available supporting information, which information may thereafter be supplemented by the contractor as needed and as may be reasonably requested by the contracting unit. Whenever a work suspension exceeds 60 days, upon seven days' written notice, either party shall have the option to terminate the contract for cause and to be fairly and equitably compensated therefor.
 - (3) Upon receipt of the contractor's suspension of work notice, the contracting unit shall promptly evaluate the contractor's notice and promptly advise the contractor of its determination on how to proceed in writing.
 - (4) (a) If the contracting unit determines that the contractor is entitled to additional compensation or time, the contracting unit shall make a fair and equitable upward adjustment to the contract price and contract completion date.
(b) If the contracting unit determines that the contractor is not entitled to additional compensation or time, the contractor shall proceed with the performance of the contract work, and shall be entitled to pursue a suspension of work claim against the contracting unit for additional compensation or time attributable to the suspension.
 - (5) Failure of the contractor to provide timely notice of a suspension of work shall result in a waiver of a claim if the contracting unit can prove by clear and convincing evidence that the lack of notice or delayed notice by the contractor actually prejudiced the contracting unit's ability to adequately investigate and defend against the claim.
- (1) If the contractor believes that a change directive by the contracting unit results in a material change to the contract work, the contractor shall so notify the contracting unit in writing. The contractor shall continue to perform all work on the project that is not the subject of the notice.
 - (2) Upon receipt of the contractor's change in character notice the contracting unit shall promptly evaluate the contractor's notice and promptly advise the contractor of its determination on how to proceed in writing.
 - (3) (a) If the contracting unit determines that a change to the contractor's work caused or directed by the contracting unit materially changes the character of any aspect of the contract work, the contracting unit shall make a fair and equitable upward adjustment to the contract price and contract completion date. The basis for any such price adjustment

shall be the difference between the cost of performance of the work as planned at the time of contracting and the actual cost of such work as a result of its change in character, or as otherwise mutually agreed upon by the contractor and the contracting unit prior to the contractor performing the subject work.

(b) If the contracting unit determines that the contractor is not entitled to additional compensation or time, the contractor shall continue the performance of all contract work, and shall be entitled to pursue a claim against the contracting unit for additional compensation or time attributable to the alleged material change.

(4) "Material change" means a character change which increases or decreases the contractor's cost of performing the work, increases or decreases the amount of time by which the contractor completes the work in relation to the contractually required completion date, or both.

(1) The contracting unit may increase or decrease the quantity of work to be performed by the contractor.

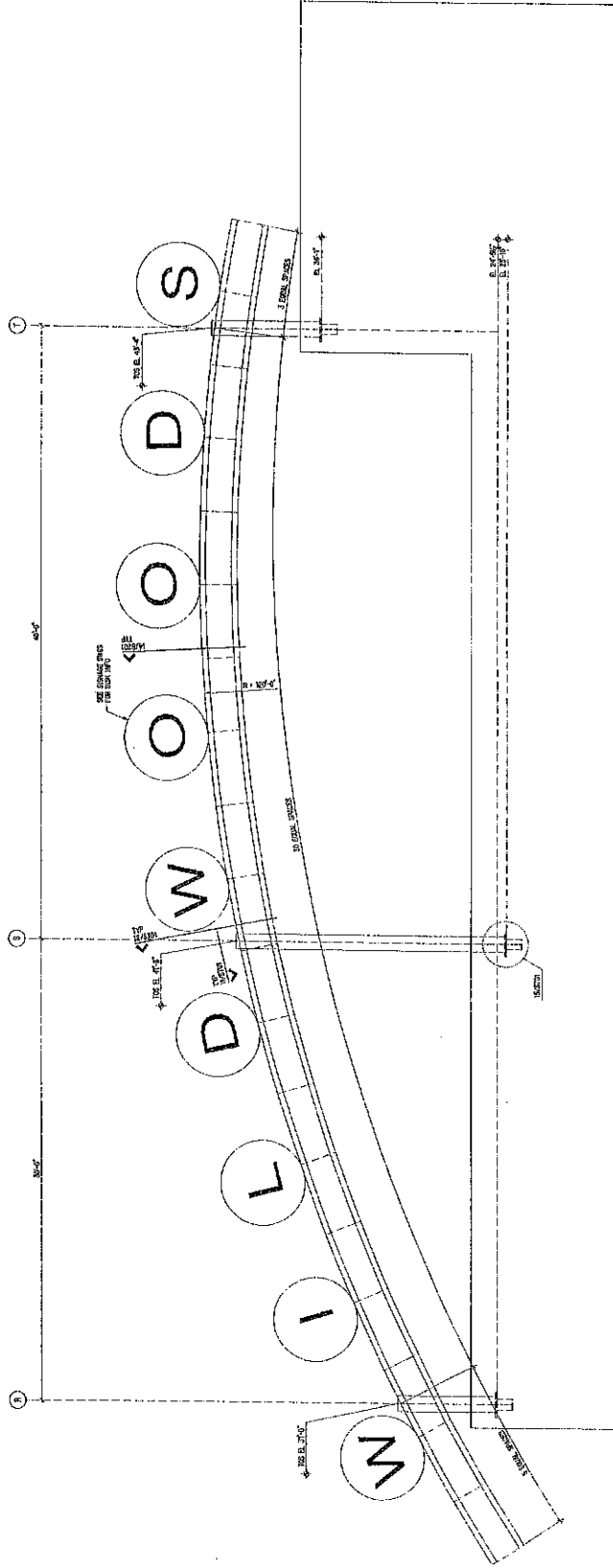
(2) (a) If the quantity of a pay item is cumulatively increased or decreased by 20 percent or less from the bid proposal quantity, the quantity change shall be considered a minor change in quantity.

(b) If the quantity of a pay item is increased or decreased by more than 20 percent from the bid proposal quantity, the quantity change shall be considered a major change in quantity.

(3) For any minor change in quantity, the contracting unit shall make payment for the quantity of the pay item performed at the bid price for the pay item.

(4) (a) For a major increase in quantity, the contracting unit or contractor may request to renegotiate the price for the quantity in excess of 120 percent of the bid proposal quantity. If a mutual agreement cannot be reached on a negotiated price for a major quantity increase, the contracting unit shall pay the actual costs plus an additional 5 percent for overhead and an additional 5 percent for profit.

(b) For a major decrease in quantity, the contracting unit or contractor may request to renegotiate the price for the quantity of work performed. If a mutual agreement cannot be reached on a negotiated price for a major quantity decrease, the contracting unit shall pay the actual costs plus an additional 5 percent for overhead and an additional 5 percent for profit.



11	12	13	14	15
PLAN	SECTION	SECTION	SECTION	DETAIL
16	17	18	19	20

LMN ARCHITECTS

1000 AVENUE OF THE ARTS
SUITE 1000
ANN ARBOR, MI 48106
734.769.7000
WWW.LMNARCHITECTS.COM

SOSH ARCHITECTS

1000 AVENUE OF THE ARTS
SUITE 1000
ANN ARBOR, MI 48106
734.769.7000
WWW.SOSHARCHITECTS.COM

WILDWOOD CONVENTION CENTER

WILLOWOOD, NEW JERSEY

W P 10

INTERNATIONAL ASSOCIATION OF ARCHITECTS

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CONSTRUCTION DOCUMENT ISSUE PHASE 5

PRELIMINARY
NOT FOR
CONSTRUCTION

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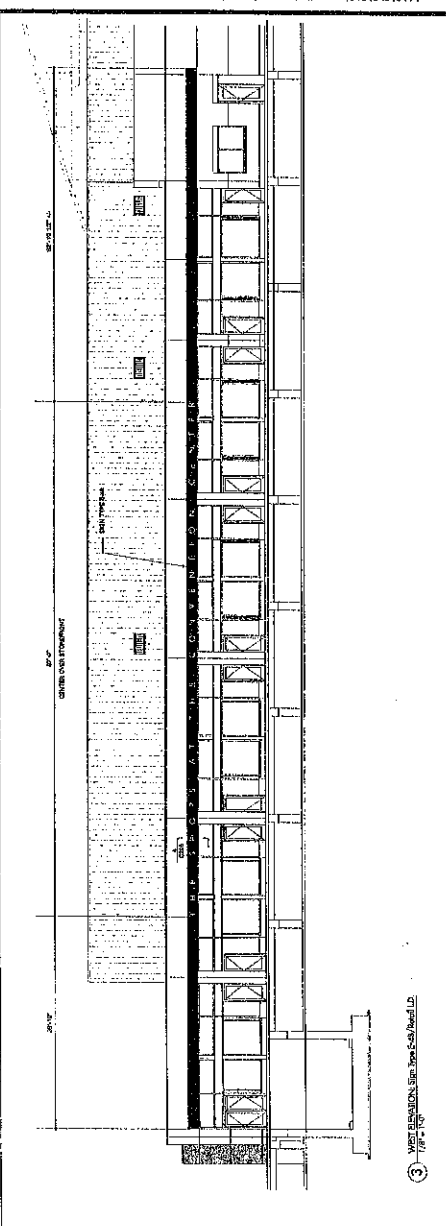
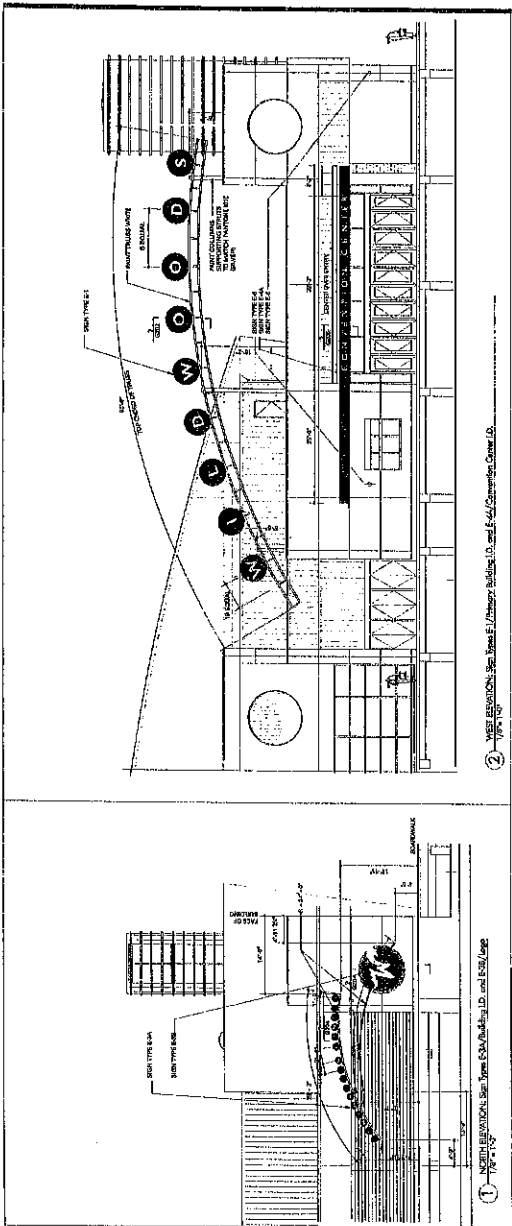
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GENERAL NOTES

1. EXISTING CONDITIONS TO REMAIN FOR CONSTRUCTION OF THIS PROJECT.
2. ALL STRUCTURAL WORK SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE AISC, ACI, AND ASCE SPECIFICATIONS.
3. ALL MATERIALS SHALL BE OF THE BEST QUALITY AVAILABLE AND SHALL BE SUBMITTED FOR APPROVAL TO THE ARCHITECT PRIOR TO INSTALLATION.
4. ALL WORK SHALL BE COMPLETED WITHIN THE SPECIFIED TIME FRAME.
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LMN ARCHITECTS
405 SECOND AVENUE, SUITE 2000
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TEL: 212 691-1000
FAX: 212 691-1001
WWW.LMNARCHITECTS.COM

SOSH ARCHITECTS
100 WALL STREET, SUITE 2000
NEW YORK, NY 10005
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FAX: 212 691-1001
WWW.SOSHARCHITECTS.COM

WILDWOOD CONVENTION CENTER
WILDWOOD, NEW JERSEY

W.P.I.E.
ENVIRONMENTAL CONSULTING GROUP
100 WALL STREET, SUITE 2000
NEW YORK, NY 10005
TEL: 212 691-1000
FAX: 212 691-1001
WWW.WPIE.COM

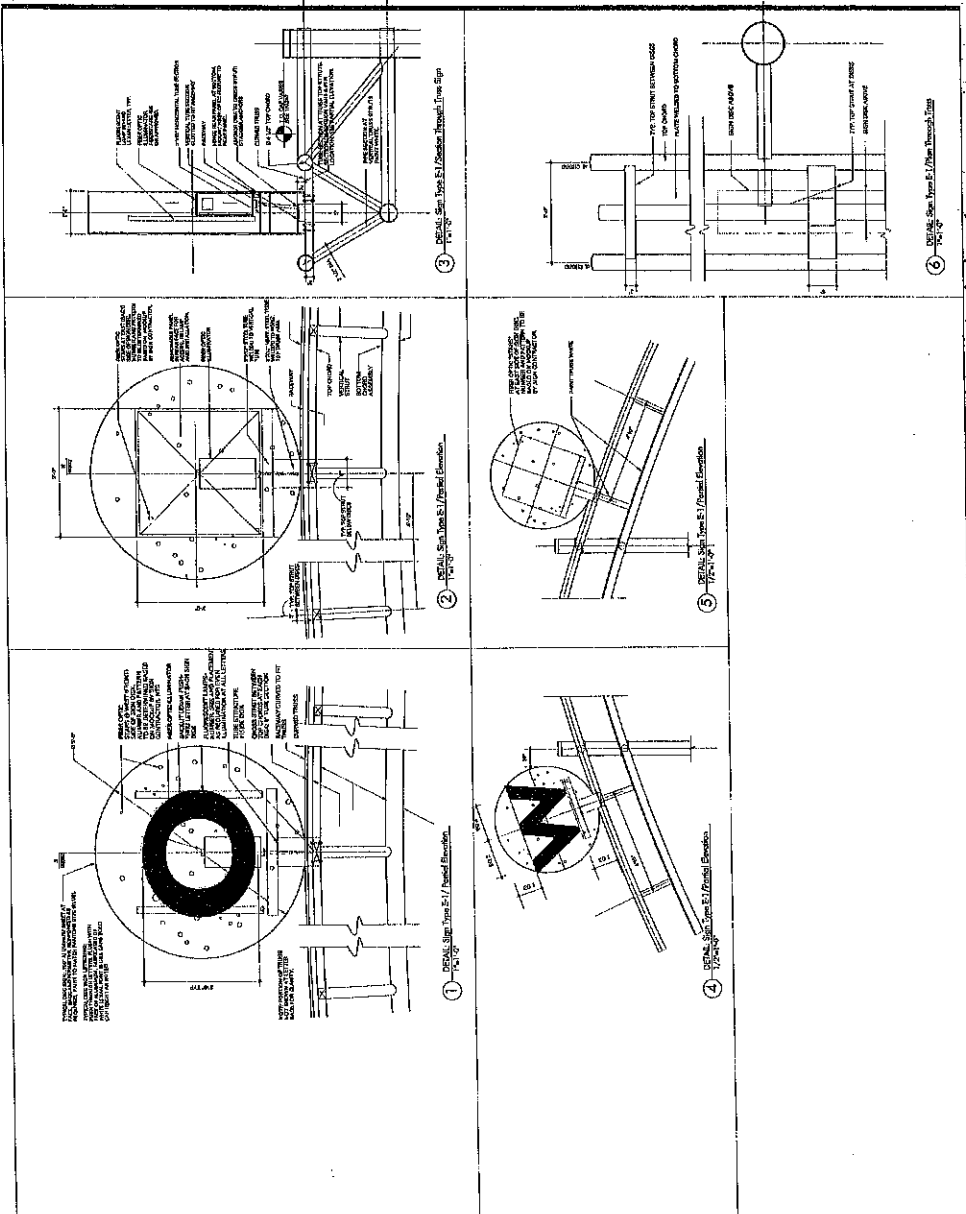
CONSTRUCTION DOCUMENT
ISSUE
PHASE 5

PRELIMINARY
CONSTRUCTION

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THAMES SIGN
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REVISIONS:

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LMN ARCHITECTS

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NEW YORK, NY 10021
212.691.1100
WWW.LMNARCHITECTS.COM

SOSH ARCHITECTS

100 WEST 17TH STREET
NEW YORK, NY 10011
212.691.1100
WWW.SOSHARCHITECTS.COM

WILDWOOD CONVENTION CENTER

WILDWOOD, NEW JERSEY

W P I

100 WEST 17TH STREET
NEW YORK, NY 10011
212.691.1100
WWW.WPI.COM

THIS DOCUMENT IS THE PROPERTY OF W P I. IT IS TO BE USED ONLY FOR THE PROJECT AND SITE SPECIFICALLY IDENTIFIED HEREON. IT IS NOT TO BE REPRODUCED, COPIED, OR DISTRIBUTED IN ANY MANNER WITHOUT THE WRITTEN PERMISSION OF W P I. ANY VIOLATION OF THIS NOTICE WILL BE PROSECUTED TO THE FULL EXTENT OF THE LAW.

CONSTRUCTION DOCUMENT ISSUE PHASE 5

PRELIMINARY
CONSTRUCTION

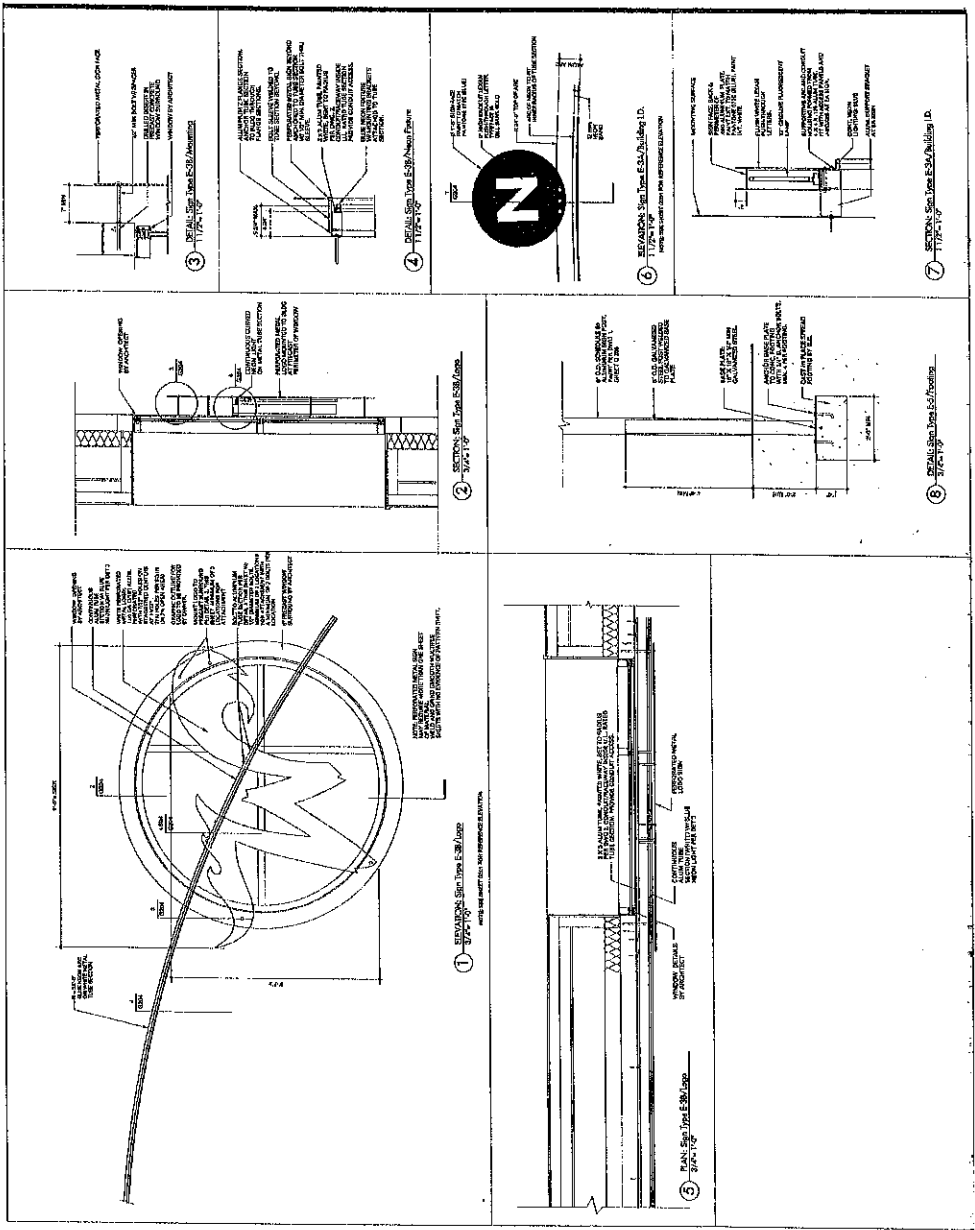
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LOCATED EXISTING SIGNS AND POLE SIGNS

SIGN TYPES E-3, E-5

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**GOODS AND SERVICES BID SPECIFICATIONS:
GREATER WILDWOODS TOURISM IMPROVEMENT
AND DEVELOPMENT AUTHORITY
WILDWOODS CONVENTION CENTER**

SECTION C

Notice to Bidders

NOTICE TO BIDDERS

THE GREATER WILDWOODS TOURISM IMPROVEMENT AND DEVELOPMENT AUTHORITY

Notice is hereby given by The Greater Wildwoods Tourism Improvement and Development Authority and The Wildwoods Convention Center that sealed bids for the Wildwood Truss 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 12th, 2024 at 2:30 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. A non-mandatory pre-bid meeting shall be held on Thursday March 7th, 2024 at 2:00 p.m. at the G.W.T.I.D.A Boardroom.

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 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: "Attention MICHAELA LABOUNTY: Bid for Wildwood Truss"

A BID BOND EQUAL TO 10% OF THE AMOUNT OF THE BID BUT NOT IN EXCESS OF \$20,000 IS REQUIRED TO ENSURE THE SIGNING OF A CONTRACT IF A CONTRACT IS OFFERED. A CONCENT OF SURETY IS REQUIRED TO ASSURE THAT IF A CONTRACT IS AWARDED, THE INSURANCE COMPANY WILL PROVIDE A PERFORMANCE BOND. EACH BIDDER SHALL COMPLY WITH THE "LAW AGAINST DISCRIMINATION", NJSA 10:5-31 ET SEQ AND NJAC 17:27-1 ET SEQ.

Michaela LaBounty, QPA

One (1) Time

Wednesday, February 28, 2024

**GOODS AND SERVICES BID SPECIFICATIONS:
GREATER WILDWOODS TOURISM IMPROVEMENT
AND DEVELOPMENT AUTHORITY
WILDWOODS CONVENTION CENTER**

SECTION D

Bidders Forms

STOCKHOLDER DISCLOSURE CERTIFICATION
This Statement Shall Be Included with Bid Submission

Name of Business _____

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

OR

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

Check the box that represents the type of business organization:

☐ Partnership

☐ Corporation

☐ Sole Proprietorship

☐ Limited Partnership

☐ Limited Liability Corporation

☐ Limited Liability Partnership

☐ Subchapter S Corporation

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

Stockholders:

Name: _____

Name: _____

Home Address: _____

Home Address: _____

Name: _____

Name: _____

Home Address: _____

Home Address: _____

Name: _____

Name: _____

Home Address: _____

Home Address: _____

(Contractor Signature)

(Print name & title)

NON-COLLUSION AFFIDAVIT

State of New Jersey

County of _____

SS:

I, _____ residing in _____
(name of contractor) (name of municipality)
in the County of _____ and State of _____ of full age,
being duly sworn according to law on my oath depose and say that:

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

_____ the bidder making this Proposal for the bid

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

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

_____ relies upon the truth of the statements contained in said Proposal
(name of contracting unit)

and in the statements contained in this affidavit in awarding the contract for the said project.

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

Signature

(Type or print name of Contractor under signature)

Disclosure of Investment Activities in Iran

Person or Entity

Part 1: Certification

COMPLETE PART 1 BY CHECKING EITHER BOX.

Pursuant to Public Law 2012, c. 25, any person or entity that is a successful bidder or proposer, or otherwise proposes to enter into or renew a contract, must complete the certification below to attest, under penalty of perjury, that neither the person or entity, nor any parent entity, subsidiary, or affiliate is identified on the State Department of Treasury's Chapter 25 list as a person or entity engaging in investment activities in Iran. The list is found on Treasury's website at www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf.

The Chapter 25 list must be reviewed prior to completing the below certification. If a vendor or contractor is found to be in violation of law, action may be taken as appropriate and as may 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.



I certify, pursuant to Public Law 2012, c. 25, that neither the person or entity listed above, nor any parent entity, subsidiary, or affiliate thereof is listed on the N.J. Department of the Treasury's list of entities determined to be engaged in prohibited 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. I will skip Part 2 and sign and complete the Certification below.

OR



I am unable to certify as above because the person or entity and/or a parent entity, subsidiary, or affiliate thereof is listed on the N.J. Department of the Treasury's Chapter 25 list. I will provide a detailed, accurate and precise description of the activities in Part 2 below sign and complete the Certification below.

Part 2: Additional Information

PLEASE PROVIDE FURTHER INFORMATION RELATED TO INVESTMENT ACTIVITIES IN IRAN.

You must provide a detailed, accurate and precise description of the activities of the person or entity, or a parent entity, subsidiary, or affiliate thereof engaging in investment activities in Iran below and, if more space is 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 and The Wildwoods Convention Center** is relying on the information contained herein and thereby 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 and The Wildwoods Convention Center** to notify the **Greater Wildwoods Tourism Improvement and Development Authority and The Wildwoods Convention Center** 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, and 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 The Wildwoods Convention Center** and that the **Greater Wildwoods Tourism Improvement and Development Authority and The Wildwoods Convention Center** at its option may declare any contract(s) resulting from this certification void and unenforceable.*

Full Name (Print)		Title		
Signature			Date	



CERTIFICATION OF NON-INVOLVEMENT IN PROHIBITED ACTIVITIES IN RUSSIA OR BELARUS

Pursuant to N.J.S.A. 52:32-60.1, et seq. (L. 2022, c. 3) any person or entity (hereinafter "Vendor") that seeks to enter into or renew a contract with a State agency for the provision of goods or services, or the purchase of bonds or other obligations, must complete the certification below indicating whether or not the Vendor is identified on the Office of Foreign Assets Control (OFAC) Specially Designated Nationals and Blocked Persons list, available here: <https://sanctionssearch.ofac.treas.gov/>. If the Department of the Treasury finds that a Vendor has made a certification in violation of the law, it shall take any action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the party.

I, the undersigned, certify that I have read the definition of "Vendor" below, and have reviewed the Office of Foreign Assets Control (OFAC) Specially Designated Nationals and Blocked Persons list, and having done so certify:

(Check the Appropriate Box)

☐ A. That the Vendor is not identified on the OFAC Specially Designated Nationals and Blocked Persons list on account of activity related to Russia and/or Belarus.

OR

☐ B. That I am unable to certify as to "A" above, because the Vendor is identified on the OFAC Specially Designated Nationals and Blocked Persons list on account of activity related to Russia and/or Belarus.

OR

☐ C. That I am unable to certify as to "A" above, because the Vendor is identified on the OFAC Specially Designated Nationals and Blocked Persons list. However, the Vendor is engaged in activity related to Russia and/or Belarus consistent with federal law, regulation, license or exemption. A detailed description of how the Vendor's activity related to Russia and/or Belarus is consistent with federal law is set forth below.

(Attach Additional Sheets If Necessary.)

Signature of Vendor's Authorized Representative

Date

Print Name and Title of Vendor's Authorized Representative

Vendor's FEIN

Vendor's Name

Vendor's Phone Number

Vendor's Address (Street Address)

Vendor's Fax Number

Vendor's Address (City/State/Zip Code)

Vendor's Email Address

ⁱ Vendor means: (1) A natural person, corporation, company, limited partnership, limited liability partnership, limited liability company, business association, sole proprietorship, joint venture, partnership, society, trust, or any other nongovernmental entity, organization, or group; (2) Any governmental entity or instrumentality of a government, including a multilateral development institution, as defined in Section 1701(c)(3) of the International Financial Institutions Act, 22 U.S.C. 262r(c)(3); or (3) Any parent, successor, subunit, direct or indirect subsidiary, or any entity under common ownership or control with, any entity described in paragraph (1) or (2).

MORAL INTEGRITY

State of New Jersey County of _____

ss:

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

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

1. That the _____ (Company) wishes to bid on _____ with the Greater Wildwoods Tourism Improvement & Development Authority, New Jersey Sports & Exposition Authority, and ASM.
2. That _____ (Company) wishes to demonstrate moral integrity to the satisfaction of the Greater Wildwoods Tourism Improvement & Development Authority, New Jersey Sports & Exposition Authority, and ASM.
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 or directors, has 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 _____
6. That the names, dates of birth of the principles, shareholders, and officers of the company are as follows:

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 the contents are true.
8. That the affidavit is made to induce the Greater Wildwoods Tourism Improvement & Development Authority, New Jersey Sports & Exposition Authority, and ASM to accept bid for _____ knowing that the said Greater Wildwoods Tourism Improvement & Development Authority, New Jersey Sports & Exposition Authority, and ASM relies upon the truth of the statements contained herein.

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

The contractor and the _____ of _____, (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, nor shall they be construed to relieve the contractor from any liability, nor preclude the owner from taking any other actions available to it under any other provisions of the Agreement or otherwise at law.

MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE

N.J.S.A. 10:5-31 et seq. (P.L. 1975, C. 127)

N.J.A.C. 17:27

GOODS, PROFESSIONAL SERVICE AND GENERAL SERVICE CONTRACTS

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

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

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

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

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

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

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

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

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

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

Letter of Federal Affirmative Action Plan Approval

Certificate of Employee Information Report

Employee Information Report Form AA302

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

AFFIRMATIVE ACTION COMPLIANCE NOTICE

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

**GOODS AND SERVICES CONTRACTS
(INCLUDING PROFESSIONAL SERVICES)**

This form is a summary of the successful bidder's requirement to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27-1 et seq.

The successful bidder shall submit to the public agency, after notification of award but prior to execution of this contract, one of the following three documents as forms of evidence:

(a) A photocopy of a valid letter that the contractor is operating under an existing Federally approved or sanctioned affirmative action program (good for one year from the date of the letter);

OR

(b) A photocopy of a Certificate of Employee Information Report approval, issued in accordance with N.J.A.C. 17:27-4;

OR

(c) A photocopy of an Employee Information Report (Form AA302) provided by the Division and distributed to the public agency to be completed by the contractor in accordance with N.J.A.C. 17:27-4.

The successful vendor may obtain the Affirmative Action Employee Information Report (AA302) from the contracting unit during normal business hours.

The successful vendor(s) must submit the copies of the AA302 Report to the Division of Contract Compliance and Equal Employment Opportunity in Public Contracts (Division). The Public Agency copy is submitted to the public agency, and the vendor copy is retained by the vendor.

The undersigned vendor certifies that he/she is aware of the commitment to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27.1 et seq. and agrees to furnish the required forms of evidence.

The undersigned vendor further understands that his/her bid shall be rejected as non-responsive if said contractor fails to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27-1 et seq.

COMPANY: _____ SIGNATURE: _____

PRINT NAME: _____ TITLE: _____

DATE: _____

REFERENCES

Bidders shall provide references on this form.

1. Firm Name _____
Contact _____
Title _____ E-mail _____
Mailing Address _____
Phone _____ Fax _____
Type of Services Provided: _____
2. Firm Name _____
Contact _____
Title _____ E-mail _____
Mailing Address _____
Phone _____ Fax _____
Type of Services Provided: _____
3. Firm Name _____
Contact _____
Title _____ E-mail _____
Mailing Address _____
Phone _____ Fax _____
Type of Services Provided: _____
4. Firm Name _____
Contact _____
Title _____ E-mail _____
Mailing Address _____
Phone _____ Fax _____
Type of Services Provided: _____

**Greater Wildwoods Tourism Improvement
And Development Authority
4501 Boardwalk
Wildwood, NJ 08260**

Bid Proposal Form

**Bid 2-24
Wildwood Truss**

_____ here by being duly authorized, proposes to furnish to
(Bidder) G.W.T.I.D.A the goods, services and/or work required as per
the attached specification and made apart here of.

Option 1

Item 1	Fabrication and Installation of Truss with "Wildwoods" Letters Secured. Steel Truss	\$
TOTAL		\$

Option 2

Item 1	Fabrication and Installation of Truss with "Wildwoods" Letters Secured. Hot Dipped Galvanized Steel Truss	\$
TOTAL		\$

The Prices indicated shall be actual price to the WCC and shall remain constant and shall not be effected by outside influences. By submitting a response proposer agrees to this.

Company Name Federal I.D. # or Social Security #

Address

Signature of Authorized Agent Type or Print Name

Title: _____

Telephone Number Date

E-mail address

**Greater Wildwoods Tourism Improvement
And development Authority**

BID DOCUMENT CHECKLIST*

Required by owner	Submission Requirement	Initial each required if required submit the item
<input checked="" type="checkbox"/>	Stockholder Disclosure Certification	
<input checked="" type="checkbox"/>	Non-Collusion Affidavit	
<input checked="" type="checkbox"/>	Bid Proposal Form	
<input checked="" type="checkbox"/>	Certification of Non-Involvement in Prohibited Activities in Russia or Belarus	
<input checked="" type="checkbox"/>	Moral Integrity	
<input type="checkbox"/>	Status of Present Contracts	
<input checked="" type="checkbox"/>	Investments in Iran	
<input checked="" type="checkbox"/>	Bid Guarantee (with Power of Attorney for full amount of <i>Bid</i> Bond)	
<input type="checkbox"/>	Public Works Contractor Certificate	
<input checked="" type="checkbox"/>	Consent of Surety (with Power of Attorney for full amount of Bid Price)	
<input checked="" type="checkbox"/>	Affirmative Action Compliance Notice	
<input checked="" type="checkbox"/>	Prevailing Wage	
<input checked="" type="checkbox"/>	Americans with Disabilities Act of 1990 Language	
<input checked="" type="checkbox"/>	Required License (Must Match Contractor's Business Name)	
<input checked="" type="checkbox"/>	Proof of Business Registration	
<input checked="" type="checkbox"/>	Acknowledgement of Receipt of Addenda (if applicable)	

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