



SEO Services Request For Proposal

**Greater Wildwoods Tourism Improvement
and Development Authority
and
Wildwoods Convention Center
2024**

FOREWARD

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

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

All Companies interested in responding to this Request For Proposal must have their Proposal submitted by 9:00 a.m. on Wednesday, April 17, 2024.

All inquiries must be submitted in writing.

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

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

NO CONTACT POLICY

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

SELECTION SCHEDULE

RFP Release Date:	March 27, 2024
Receipt of Proposals Due:	April 17, 2024
Oral Presentations Starting:	April 18, 2024
Award of Contract:	May 16, 2024
Start of Contract:	June 1, 2024

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Section I – Overview

1.0 BACKGROUND INFORMATION

The Wildwoods are comprised of three municipalities: the City of North Wildwood, the City of Wildwood and the Borough of Wildwood Crest. The Wildwoods, the southernmost barrier island in New Jersey, are renowned for its sparkling white, expansive five miles of free beaches and a boardwalk that is an impressive 38 city blocks long, spanning nearly 2.5 miles in length. It is still the most exciting, fun-filled boardwalk on the East Coast, boasting 3 exciting amusement piers with over 100 rides and attractions, 3 beachfront Waterparks, Carnival Games of Chance, Arcades, retail shops and over 300 eateries. After 100 years, the Wildwoods' Boardwalk is as vibrant today as ever and remains a favorite vacation destination for today's families and a cherished memory of family vacationers past.

The Wildwoods Convention Center is a 260,000 square foot multi-purpose beachfront facility owned by the New Jersey Sports and Exhibition Authority and operated by GWTIDA and includes exhibition, ballroom, meeting room, banquet and entertainment space. The Convention Center is in its 21st year of operation and has been successful in attracting mid-sized meetings, banquets, conventions and trade and consumer shows as well as a wide range of entertainment events ranging from concerts, professional sporting events and youth sporting events and competitions.

GWTIDA currently provides sales, marketing, advertising, public relations and operations services for the Wildwoods Convention Center as well as tourism destination marketing for the Wildwoods.

Section II – Purpose and Scope of Work

1.0 PURPOSE AND INTENT

The purpose and intent of this Request for Proposal is to solicit Proposals from qualified professional SEO Services companies to provide Search Engine Optimization (SEO) services for the WildwoodsNJ.com and WildwoodsCC.com websites.

2.0 SCOPE OF WORK

The selected vendor will be responsible for conducting a comprehensive SEO audit to identify areas for improvement; Developing and implementing a customized SEO strategy tailored to our target audience and industry and conducting of a complete forensic analysis of the WildwoodsNJ.com website to determine key performance issues needing attention and identifying areas of the website in need of improvement; Optimizing website content, metadata, and structure for improved search engine visibility; Performing keyword research and analysis to identify relevant and high-converting search terms; Monitoring and analyzing website traffic, rankings, and performance metrics; Providing regular reports and insights on SEO performance and recommendations for optimization; Conducting On-site SEO and Off-site SEO; Providing Google Analytics Updates; Providing Monthly Analytics Reports and Recommendations; Reassessing KPI's; Providing Google Tags Updates; Conducting Monthly Client Meetings; Providing Strategic Planning; Maps API Expenditure Reviews; Updating Meta Descriptions and Meta Titles; Conducting Keyword Research; Updating Image Descriptions and Image Titles; Conducting Keyword Retargeting; Providing U/X Improvement Planning; Conducting Search Console Updating; Providing Page Content Enrichment for Keyword Insertion; and Providing Backlink Updates and Title Tag Enrichments

Additional items of importance to be addressed are the Consolidation of content, where applicable, throughout the website to eliminate areas where multiple pages, news entries, or other content are competing with one another for the same keyword; the addition of new content for current pages; exploration and development of content supporting "Destination Drivers"; research and development of content that targets longer tail keywords; ongoing search engine optimization across top pages and articles; regular website technical health checks to ensure any broken links are rectified, image alt text is added where applicable, and the website meets current SEO standards and best practices; assess DAI (Data Analysis & Interpretation) & Set Up Proper Tracking; Page Indexing - submit pages to Google and Bing to be indexed through the Google Search Console and Bing Webmaster Tools; Monitor the health of the pages that are being optimized by auditing any issues or conflicts related to broken images, broken links, alt attributes, images, metadata, headings, content, internal linking, tracking, CTAs, SSL, 404 errors, backlinks and any other items necessary to improve Website and SEO performance.

3.0 Proposal Requirements

Interested vendors are requested to submit the following:

- a. Company Profile: Overview of the vendor's experience, expertise, and relevant qualifications in providing SEO services.
- b. Approach and Methodology: Detailed explanation of the proposed approach, methodologies, and tools for SEO services.
- c. Timeline: Proposed timeline for the implementation of SEO strategies and ongoing activities.
- d. Team Qualifications: Information about the team members who will be involved in executing the project, including their qualifications and experience.
- e. Case Studies and References: Examples of previous projects, success stories, and client references related to successful SEO services.
- f. Cost Proposal: Itemized breakdown of costs, including any recurring fees, one-time expenses, and payment terms.
- g. Additional Information: Any additional information or considerations that may be relevant to the proposal.

4.0 Proposal Evaluation Criteria:

Proposals will be evaluated based partly on the following criteria:

- a. Demonstrated expertise and experience in advanced SEO best practices and services.
- b. Clarity and comprehensiveness of the proposed approach and methodology.
- c. Timeliness and feasibility of the proposed timeline.
- d. Qualifications and expertise of the proposed team members to be assigned to the account.
- e. Relevance of case studies and references to the project requirements.
- f. Cost-effectiveness and value proposition of the proposed solution.
- g. Company's ability to achieve all +benchmarks set forth in the proposal.
- h. The total cost of the services to be provided.

SECTION III - TERMS AND CONDITIONS OF PROPOSAL SUBMISSION

1.0 GENERAL

A. The RFP is prepared for the purpose of establishing a Contract between the GWTIDA and a highly qualified SEO Services Company to expertly provide all the necessary services required to increase overall search engine website performance effectively and efficiently.

B. The performance and scope of the work shall at all times and in all respects be subject to the direction and approval of the management of the GWTIDA and its designees.

C. The companies will assume the responsibility of fully acquainting themselves with all "Terms and Conditions" and specifications contained herein.

1.1 Term of Contract

Commencing from the Authority's Board of Directors approval and signing of a three (3)-year contract, June 1, 2024 through June 1, 2027. At the conclusion of the initial term, the Authority shall retain the option to renew the contract for not more than one (1) additional term of two (2) years 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.

1.2 Rejection of Proposals

A. The GWTIDA reserves the right to reject any or all Proposals or to award in whole or part if deemed to be in the best interest of the GWTIDA to do so.

B. The GWTIDA shall have the right to award this contract to the company it feels can best fulfill the specifications, conditions and goals set forth in this RFP irrespective of cost.

1.3 Reservation of Right to Contract With Third Parties

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

2.0 PROPOSAL INFORMATION

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

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

C. The company will receive a yearly fee based on projected time and expertise to include research, strategic planning, development of SEO plans, account management and service, website analysis, implementation, execution, and reporting. Services are for the application of time, resources and expertise of the company's SEO team. There will be no additional hourly charges for services charged against the monthly fee.

3.0 COST PROPOSAL

Yearly Fee shall be for each twelve-month period (commencing June 1, 2024 through June 1, 2027) for SEO services provided for the Authority and shall be paid in twelve equal payments (monthly fee) for each period upon submission of a monthly fee invoice received in advance of each month's payment due date. The monthly fee is to be invoiced on the 1st of each month prior to allow for payment by the 3rd Friday of each month. Services are for the application of time, resources and expertise of company team.

4.0 PROPOSAL PREPARATION

A. Company must return all pages of the Proposal including any addendum issued prior to opening of the Proposal. Removal of any pages or modifications or deletions on any terms or conditions of the Proposal may result in the offer being considered non-responsive.

B. By submitting a Proposal, the company covenants and agrees that it has satisfied itself, from its own investigation of the conditions to be met, that it fully understands its obligation and that it will not make any claim for or have right to cancellation or relief because of any misunderstanding or lack of information.

C. All additional letters or attachments are to be placed behind the Proposal.

D. In order to be considered for selection, the company must submit a complete written response to this proposal on or before Wednesday, April 17, 2024, by 9:00 a.m. EST. The response shall include one (1) original and twelve (12) copies to be considered and evaluated by GWTIDA management and a Committee of members of the GWTIDA Board of Directors. Ownership of all data, material, and documentation originated and prepared for the

GWTIDA pursuant to this Proposal shall belong to the GWTIDA.

E. The contents of the Proposal of the successful company will become part of any Contract awarded as a result of the Proposal.

F. Proposals should be prepared simply and economically, providing a straightforward, concise description of company's capabilities to meet and satisfy the requirements of the Proposal. Emphasis should be on completeness and clarity of content.

5.0 PROPOSAL SUBMISSION REQUIREMENTS

- Proposal shall include a brief history of the company, biographies of key personnel, client references and evidence of financial stability.
- The company should demonstrate a successful track record of work in tourism, convention sales, event, entertainment or hospitality industry. The company should provide case studies to demonstrate how it maximized capabilities, flexibility and creativity in solving a similar client's like problems.
- The company should describe its account management process and procedures for ensuring quality and performance among the different individuals that may work on our account.
- The company should describe its measurement protocols and reporting.
- The company should describe how they bill for staff time and other costs.

6.0 QUALIFICATIONS OF COMPANY

Company shall be of known good reputation in the field of SEO with demonstratable proven results with websites of similar size and complexity. The company also must submit with their Proposals evidence of the following qualifications:

- A. Company must certify that it possesses a minimum of five (5) years of experience in the field with billings greater than half a million dollars (\$500,000.00) per year.

- B. Include biographies of key personnel who will be assigned to the account. The GWTIDA reserves the right to interview, evaluate and accept or reject any company personnel at any time during the duration of the Contract, when it is in the GWTIDA's best interest to do so.
- C. Company must provide, if requested by the GWTIDA, audited and certified financial statements for their last three years of operation and be able to demonstrate financial and management stability.
- D. The Company must demonstrate expertise in SEO services capabilities and performance for similar type entities:
 - A minimum of three years of experience with accounts engaged in the meetings, conventions, events, entertainment, tourism destinations, hospitality, hotel or gaming industries.
 - At least three years of experience with an account engaged in destination or major tourism product marketing, such as a convention center, State Tourism Authority or Agency, a DMO or convention and visitor's bureau, etc.
 - Provide a list of principal accounts by size, duration and demonstrated results.

7.0 PROPOSAL EVALUATION

- A. The following general evaluation criteria will be used to evaluate the Proposals:
 - The technical complexity of the Proposal in addressing all the items listed in the Scope of Work under Section II-2.0.
 - A clearly defined SEO strategy to achieve clear and measurable improved SEO results.
 - The company's ability to meet the requirements of the Proposal.
 - The qualifications and experience of personnel to be assigned.
 - Financial qualifications and stability of the company.
 - Total cost consideration.
- B. In addition to the above evaluation criteria, the GWTIDA may request any other information regarding the ability of the company to render the services the GWTIDA has a right to expect from a qualified and competent company.

8.0 AWARD

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

9.0 ORAL PRESENTATION

A. Companies submitting proposals should be prepared to give an oral presentation (not to exceed 45 minutes with 15 minutes for questions and answers), of their proposal to a committee responsible for the evaluation and award of the contract. The oral presentation will provide an opportunity for the company to clarify or elaborate on their proposal. Emphasis should be on strategy and capability, tactics and performance results. A limited number of firms/companies will be contacted and requested to give oral presentations after evaluations of the written submissions. Those firms/companies not selected to give oral presentations will not be contacted further.

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

10.0 CONTRACT DEFINITION

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

11.0 PRESERVATION OF RECORDS

For the purpose of verifying and auditing the fees charged, the company agrees to prepare and preserve for a period of not less than two (2) years following the end of each year of this Agreement, adequate payroll (i.e., timecards/sheets) records which will show all the items required in order to verify fees charged under this Agreement. Said records shall be available for review by the GWTIDA or its agents, upon request, at any time during the regular business hours.

12.0 LICENSES AND PERMITS

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

13.0 INDEPENDENT CONTRACTOR

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

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

14.0 ADVERTISING

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

15.0 WAIVERS

No failure on the part of the GWTIDA to insist upon strict performance of a covenant, agreement, terms, or conditions or to exercise any right or remedy consequent upon a breach thereof, and no acceptance of all or partial payment of any sums during the continuance of such a breach shall constitute a waiver of such breach or of such covenant, agreement, terms, or condition to be complied

with or performed by company, nor shall any breach be waived, altered, or modified without written consent of the GWTIDA.

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

16.0 SEVERABILITY

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

Section IV: Instructions to Bidders and Statutory Requirements

1.0 SUBMISSION OF PROPOSALS

- A. Sealed proposals shall be received by the Greater Wildwoods Tourism Improvement and Development Authority, hereinafter referred to as "Authority," in accordance with public advertisement as required by law, with a copy of said notice being attached hereto and made a part of these specifications.
- B. Sealed proposals will be received by the designated representative at the time of 9:00am in the Executive Boardroom of the Wildwoods Convention Center located at 4501 Boardwalk, Wildwood, NJ 08260 as stated in the Notice to Bidders, and at such time and place will be publicly opened and read aloud.
- C. The proposal shall be submitted in a sealed envelope: (1) addressed to the Authority, (2) bearing the name and address of the bidder written on the face of the envelope, and (3) clearly marked "PROPOSAL" with the contract title of the contract being bid.
- D. It is the bidder's responsibility that proposals are presented to the Authority at the time and at the place designated. Proposals may be hand delivered or mailed; however, the GWTIDA disclaims any responsibility for proposals forwarded by regular or overnight mail. If the bid is sent by express mail service, the designation in sub-section C, above, must also appear on the outside of the express mail envelope. Proposals received after the designated time and date will be returned unopened.
- E. Sealed proposals forwarded to the GWTIDA before the time of opening of proposals may be withdrawn upon written application of the bidder who shall be required to produce evidence showing that the individual is or represents the principal or principals involved in the bid. Once proposals have been opened, they shall remain firm for a period of sixty (60) calendar days.
- F. All fees and amounts must be written in ink or preferably machine printed. Proposals containing any conditions, omissions, unexplained erasures or alterations, items not called for in the bid proposal form, attachment of additive information not required by the specifications, or irregularities of any kind, may be rejected by the GWTIDA. Any changes, whiteouts, strikeouts, etc. in the proposal must be initialed in ink by the person signing the proposal.

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

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

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

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

2.0 INTERPRETATION AND ADDENDA

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

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

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

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

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

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

D. Discrepancies in Proposals

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

3.0 INSURANCE AND INDEMNIFICATION

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

A. INSURANCE REQUIREMENTS

1. Worker's Compensation Insurance

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

2. General Liability Insurance

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

3. Automotive Liability Insurance

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

4. Chemical Liability Insurance

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

B. CERTIFICATES OF THE REQUIRED INSURANCE

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

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

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

C. INDEMNIFICATION

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

4.0. PRICING INFORMATION FOR PREPARATION OF BIDS

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

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

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

5.0. STATUTORY AND OTHER REQUIREMENTS

The following are mandatory requirements of this bid and contract.

A. MANDATORY AFFIRMATIVE ACTION CERTIFICATION

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

B. AMERICANS WITH DISABILITIES ACT OF 1990

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

C. STOCKHOLDER DISCLOSURE

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

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

D. PROOF OF NEW JERSEY BUSINESS REGISTRATION

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

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

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

E. NEW JERSEY WORKER AND COMMUNITY RIGHT TO KNOW ACT

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

F. PREVAILING WAGE ACT

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

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

G. THE PUBLIC WORKS CONTRACTOR REGISTRATION ACT

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

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

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

- "Construction, reconstruction, demolition, alteration, or repair work, or maintenance work, including painting and decorating, done under contract and paid for in whole or in part out of the funds of a public body, except work performed under a rehabilitation program.

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

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

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

H. NON-COLLUSION AFFIDAVIT

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

I. PAY TO PLAY

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

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

6.0 METHOD OF CONTRACT AWARD

- A. The length of the contract shall be stated in the technical specifications. Pursuant to requirements of N.J.A.C. 5:30-5.1 et seq., any contract resulting from this bid shall be subject to the availability and appropriation of sufficient funds annually. Please see Section III, Severability, Sub-section 16.0, for additional information.

- B. The form of contract shall be submitted by the Authority to the successful proposer. Terms of the specifications/bid package prevail. Proposer exceptions must be formally accepted by the Authority.

7.0 CAUSES FOR REJECTING PROPOSALS

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

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

8.0 TERMINATION OF CONTRACT

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

unavailability of such funds, the Authority reserves the right to cancel the contract.

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

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

G. The contractor will not assign any interest in the contract and shall not transfer any interest in the same without the prior written consent of the Authority.

H. The Authority may terminate the contract for convenience by providing thirty calendar days advanced notice to the contractor.

9.0 PAYMENT

A. No payment will be made unless duly authorized by the Authority's authorized representative and accompanied by proper documentation.

B. Payment will be made in accordance with the Authority's policy and procedures.

Section V: Notice To Bidders

NOTICE TO BIDDERS

THE GREATER WILDWOODS TOURISM IMPROVEMENT AND DEVELOPMENT AUTHORITY

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

Proposals will be accepted by the Greater Wildwoods Tourism Improvement and Development Authority, in the Executive Board Room of the Wildwoods Convention Center, 4501 Boardwalk, Wildwood, New Jersey 08260, on Wednesday, April 17, 2024, at 9:00 a.m., prevailing time.

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

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

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

Michaela LaBounty, QPA

One (1) Time
Wednesday March 27, 2024

Section VI: Proposer Forms

STOCKHOLDER DISCLOSURE CERTIFICATION This Statement Shall Be Included with Bid Submission

Name of Business _____

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

OR

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

Check the box that represents the type of business organization:

Partnership

Corporation

Sole Proprietorship

Limited Partnership

Limited Liability Corporation

Limited Liability Partnership

Subchapter S Corporation

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

Stockholders:

Name: _____

Name: _____

Home Address: _____

Home Address: _____

Name: _____

Name: _____

Home Address: _____

Home Address: _____

Name: _____

Name: _____

Home Address: _____

Home Address: _____

NON-COLLUSION AFFIDAVIT

State of New Jersey
County of _____

ss:

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

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

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

_____ the bidder making this Proposal for the bid

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

_____ (name of contracting unit)
relies upon the truth of the statements contained in said Proposal and in the statements
contained in this affidavit in awarding the contract for the said project.

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

Subscribed and sworn to

before me, this day

Signature

_____, 2_____

(Type or print name of affiant under signature)

Notary public of

My Commission expires _____

(Seal)

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

The CONTRACTOR and the G.W.T.I.D.A. do hereby agree that the provisions of Title II of the Americans With Disabilities Act of 1990 (the "ACT") (42U.S.C. S12101 et seq.), which prohibits discrimination on the basis of disability by public entities in all services, programs, and activities provided or made available by public entities, and the rules and regulations promulgated pursuant thereto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the G.W.T.I.D.A. [pursuant to this contract, the contractor agrees that the performance shall be in strict compliance with the Act. In the event that the CONTRACTOR, its agents, servants, employees or subcontractors violate or are alleged to have violated the Act during the performance of this contract, the CONTRACTOR shall defend the G.W.T.I.D.A. in any action or administrative proceeding commenced pursuant to this Act. The CONTRACTOR shall indemnify, protect, and save harmless the G.W.T.I.D.A., its agents, servants, and employees from and against any and all suits, claims, losses, demands, or damages, of whatever kind or nature arising out of or claimed to arise out of the alleged violation. The CONTRACTOR shall, at its own expense, appear, defend, any pay any and all charges for legal services any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the G.W.T.I.D.A. grievance procedure, the CONTRACTOR agrees to abide by any decision of the G.W.T.I.D.A. which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the G.W.T.I.D.A or if the G.W.T.I.D.A. incurs any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the G.W.T.I.D.A. shall satisfy and discharge the same at its own expense.

The G.W.T.I.D.A. shall, as soon as practicable after a claim has been made against it, give written notice thereof to the CONTRACTOR along with full and complete particulars of the claim. If any action or administrative proceedings is brought against the G.W.T.I.D.A. or any of its agents, servants, and employees, the G.W.T.I.D.A. shall expeditiously forward or have forwarded to the CONTRACTOR every demand, complaint, notice, summons, pleading, or other process received by the G.W.T.I.D.A. or its representatives.

It is expressly agreed and understood that any approval by the G.W.T.I.D.A. of the services provided by the CONTRACTOR pursuant to this contract will not relieve the CONTRACTOR of the obligation to comply with the Act and to defend, indemnify, protect, and save harmless the G.W.T.I.D.A. pursuant to this paragraph.

It is further agreed and understood that the G.W.T.I.D.A. assumes no obligation to indemnify or save harmless the CONTRACTOR, its agents, servants, employees and subcontractors for any claim which may arise out of their performance of this Agreement. Furthermore, the CONTRACTOR expressly understands and agrees that the provisions of this indemnification clause shall in no way limit the CONTRACTOR'S obligations assumed in this Agreement, nor shall they be construed to relieve the CONTRACTOR from any liability, nor preclude the G.,W.T.I.D.A. from taking any other actions available to it under any other provisions of the Agreement or otherwise at law.

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

GOODS, PROFESSIONAL SERVICE AND GENERAL SERVICE CONTRACTS

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

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

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

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

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

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

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

The contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the

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

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

Letter of Federal Affirmative Action Plan Approval

Certificate of Employee Information Report

Employee Information Report Form AA302

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

AFFIRMATIVE ACTION COMPLIANCE NOTICE
N.J.S.A. 10:5-31 and N.J.A.C. 17:27

GOODS AND SERVICES CONTRACTS
(INCLUDING PROFESSIONAL SERVICES)

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

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

- a) A photocopy of a valid letter that the contractor is operating under an existing Federally approved or sanctioned affirmative action program (good for one year from the date of the letter);
OR
- (b) A photocopy of a Certificate of Employee Information Report approval, issued in accordance with N.J.A.C. 17:27-4;
OR
- (c) A photocopy of an Employee Information Report (Form AA302) provided by the Division and distributed to the public agency to be completed by the contractor in accordance with N.J.A.C. 17:27-4.

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

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

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

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

COMPANY: _____ SIGNATURE: _____

PRINT NAME: _____ TITLE: _____

DATE: _____

PROPOSAL FORM – PAGE 1

TO: The Greater Wildwoods Tourism Improvement and Development Authority

Ladies and Gentlemen:

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

ITEM BID

BID PRICE FOR PUBLIC RELATIONS FORM

TOTAL COST OF PROPOSAL YEAR 1	\$ _____
TOTAL COST OF PROPOSAL YEAR 2	\$ _____
TOTAL COST OF PROPOSAL YEAR 3	\$ _____
GRAND TOTAL OF PROPOSAL	\$ _____

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

**Greater Wildwoods Tourism Improvement
And Development Authority**

ACKNOWLEDGMENT OF RECEIPT OF ADDENDA

The undersigned Bidder hereby acknowledges receipt of the following Addenda:

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

No addenda were received:

Acknowledged for: _____
(Name of Bidder)

By: _____
(Signature of Authorized Representative)

Name: _____
(Print or Type)

Title: _____

Date: _____

**Greater Wildwoods Tourism Improvement
And Development Authority**

BID DOCUMENT CHECKLIST*

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

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