Advertising Request For Proposal

Greater Wildwoods Tourism Improvement and Development Authority

NOTICE / ADVERTISEMENT

Request for Proposals Advertising and Marketing Services for The Greater Wildwoods Tourism Improvement & Development Authority & The Wildwoods Convention Center

Notice is hereby given that The Greater Wildwoods Tourism Improvement and Development Authority is seeking sealed Proposals from qualified advertising agencies to provide all required advertising and marketing services for the Greater Wildwoods Tourism Improvement and Development Authority.

The Proposer must be a registered business with the State of New Jersey or authorized to do business in the State of New Jersey

One complete copy of the Request for Proposal may be obtained by interested parties, at no cost by contacting the Wildwoods Convention Center office below. Or downloaded from the WildwoodsNJ.com website https://wildwoodsnj.com/business-info/do-business-with-us/open-rfps/

All comments and questions concerning the Request for Proposals and the corresponding procedures and requirements must be addressed via email to Michaela LaBounty, Purchasing Agent no later than August 2, 2024, at the following email addresses:

mlabounty@wildwoodsnj.com

Sealed Proposals must be received by August 14, 2024 until 2:00 P.M. E.D.T local time at the following address:

Wildwoods Convention Center 4501 Boardwalk Wildwood, New Jersey 08260 Attention: Michaela LaBounty, QPA

The Authority reserves the right to reject Proposals if not submitted by the time, date and manner, and at the place designated in this Request for Proposal. Any, and all Proposals may be rejected if deemed in the Authority's best interest.

The Authority will not be liable for any costs incurred in the preparation and presentation of the Proposals.

No bid may be withdrawn for a period of sixty (60) days after the date set for the opening thereof.

Bidders are required to comply with the requirements of N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27-1 et seq.

Proposal shall be in conformance with New Jersey Business Registration Requirements and all requirements of P.L. 1975, c127 Affirmative Action

BY ORDERS OF Michaela LaBounty, QPA Date: 7/24/2024 Greater Wildwoods Tourism Improvement & Development Authority Wildwood, New Jersey



THE GREATER WILDWOODS TOURISM IMPROVEMENT & DEVELOPMENT AUTHORITY

RFP INFORMATION PACKET

CONTRACT FOR MEDIA & MARKETING SERVICES GENERAL INSTRUCTIONS

A. GENERAL INSTRUCTIONS TO BIDDERS

- 1. The RFP shall be submitted in a clearly marked sealed envelope, plainly marked on the outside as follows: Bidder's Name and Address, and "RFP for Advertising and Marketing Services."
- 2. The Disclosure Statement (Public Law 1977, Chapter 33) attached to the specifications must be filled in completely. Failure to do so shall result in automatic rejection of the RFP.
- 3. The Non-Collusion Certification attached to the specifications must be filled in completely.
- 4. Affirmative Action Notice must be completed to comply with the requirement of Public Law 1975, Chapter 127, Affirmative Action Regulations and N.J.A.C. 17:27.
- 5. A copy of the <u>Business Registration Certificate</u> must be enclosed with the RFP.
- 6. Only original signatures will be acceptable. Rubber Stamps, computer generated signatures, copier generated signatures, or any other artificial signatures shall not be acceptable and shall be reason for rejection of the RFP.
- 7. The Authority is exempt from all taxes, including Federal Excise Tax, Transportation Taxes, State Excise and Sales Tax, and local taxes.
- 8. Proposals may be submitted prior to bid date to Michaela LaBounty, Qualified Purchasing Agent, Greater Wildwoods Tourism Improvement and Development Authority, 4501 Boardwalk, Wildwood, New Jersey 08260.
- 9. The Authority shall not be responsible for late postal or overnight delivery, nor shall postmark dates or overnight dates be considered in honoring of bids. The Authority shall not be responsible for bidder's hand delivering bids that arrive late or to the wrong location.
- 10. The award of the contract or the rejection of the RFP's shall be made within sixty (60) days of the date of receiving the RFP's; unless written extensions are requested by the Purchasing Agent and accepted by the bidder(s). All bid securities, if applicable, shall be returned immediately if all bids are rejected. The successful bidder(s) to whom the award is to be made shall be notified by receipt of the contract or a written "Notice to Proceed" from the Authority.
- 11. When award of contract is made in one fiscal year with an effective date in the next fiscal year, award shall be contingent upon the availability of appropriation of sufficient funds for that purpose for the year in which said contract takes effect. When a contract shall be awarded for a period in excess of one year, said contract shall be contingent upon the annual availability and appropriation of sufficient funds for that purpose for each year of the contract.

- 12. All RFPs are subject to the Authority's right to cancel the contract upon thirty (30) days written notice to the successful bidder.
- 13. Successful bidder(s) shall indemnify and save and keep harmless and defend the Authority against any and all claims for royalties, patent infringements or suits arising from the manufacture or use of the items to be furnished, except that bidder shall have no liability in connection with any documents supplied by the Authority.
- 14. Successful bidder(s) shall indemnify and save and keep harmless and defend the Authority against any or all losses, cost damage, claim expense, or liability whatsoever, because of accident or injury to person or property of others occurring in connection with the bidder's performance under the contract.
- 15. The parties to any Authority contract resulting from this bid do hereby agree that the provisions of N.J.S.A. 10:2-1 through 10:2-4, dealing with discrimination in employment on public contracts, and the Rules and Regulations promulgated pursuant thereunto, are hereby made a part of such contract and are binding upon them.
- 16. The successful bidder shall comply with all New Jersey State and Federal Laws as they pertain to the performance under the contract.
- 17. Oral Instructions: Neither the Authority or their authorized representatives will be responsible in any way for oral answers unconfirmed in writing to any inquiries regarding the intent or meaning of these specifications.

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
X	Stockholder Disclosure Certification	
X	Non-Collusion Affidavit	
X	Bid Proposal Form	
X	References	
	Status of Present Contracts	
0	Equipment Certification	
	Public Works Contractor Certificate	
	Consent of Surety (with Power of Attorney for full amount of Bid Price)	
X	Mandatory Affirmative Action Language*	
X	Affirmative Action Compliance Notice	
X	Russia/Belarus Certification	
X	Americans with Disabilities Act of 1990 Language *	
X	Proof of NJ Business Registration	
X	Iran Disclosure	

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

STOCKHOLDER DISCLOSURE CERTIFICATION This Statement Shall Be Included with Bid Submission

Name of Business:	
I certify that the list below contains the name stockholders holding 10% or more of the issundersigned. OR	
I certify that no one stockholder owns 10% of stock of the undersigned.	or more of the issued and outstanding
Check the box that represents the type of business	organization:
Partnership Corporation Limited Partnership Partnership Subchapter S Corporation	Sole Proprietorship Corporation Limited Liability
Sign and notarize the form below, and, if necessabelow. Stockholders:	ry, complete the stockholder list
Name:	Name:
Home Address:	Home Address:
Name:	Name:
Home Address:	Home Address:
Subscribed and sworn before me this day of, 2	(Affiant)
(Notary Public) My Commission expires:	(Print name & title of affiant) (Corporate Seal)

NON-COLLUSION AFFIDAVIT

State of New Jersey	
County of	SS:
I,(name of affiant)	residing in
(name of affiant) in the County of	(name of municipality) and State of ,
	g to law on my oath depose and say that:
	J. C.
I am(title or position)	of the firm of (name of firm)
(title or position)	(name or nrm)
	the bidder making this Proposal for the bid
entitled	, and that I executed the said proposal with
•	has not, directly or indirectly entered into any agreement, vise taken any action in restraint of free, competitive
	named project; and that all statements contained in said
	and correct, and made with full knowledge that the
1 1	pon the truth of the statements contained in said Proposal
(name of contracting unit)	poi the truth of the statements contained in said Proposar
and in the statements contained in this	affidavit in awarding the contract for the said project.
secure such contract upon an agreement brokerage, or contingent fee, except be	ing agency has been employed or retained to solicit or not or understanding for a commission, percentage, ona fide employees or bona fide established commercial
	Signature
Subscribed and sworn to before me thi	s dav
	-
(Type or print name of affiant under sig	nature)
Notary public of	
My Commission expires	
(Seal)	

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:	

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(s), 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(s), 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(s), 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(s), 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(s) 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(s) 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(s) 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(s) 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**.



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 "Vendori") 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 Designated Control (OFAC) Specially Nationals and Blocked Persons list. available 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)

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 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 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).

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	f the Americans Wi	th Disabilities Act of 1990 (the "Act") (42 <u>U.S.C</u> .
S121 01 et seq.), which prohib	oits discrimination	on the basis of disability by public entities in all
services, programs, and activiti	ies provided or ma	de available by public entities, and the rules and
regulations promulgated pursua	int there unto, are r	nade a part of this contract. In providing any aid,
•		nt to this contract, the contractor agrees that the
•	•	e Act. In the event that the contractor, its agents,
		are alleged to have violated the Act during the
•		defend the owner in any action or administrative
		e contractor shall indemnify, protect, and save
		oyees from and against any and all suits, claims,
		nature arising out of or claimed to arise out of the
		pense, appear, defend, and pay any and all charges
for legal services and any and a	ll costs and other ex	spenses arising from such action or administrative
1 0		n any and all complaints brought pursuant to the
	_	s to abide by any decision of the owner which is
1	-	any action or administrative proceeding results in
		wner incurs any expense to cure a violation of the
_		vance procedure, the contractor shall satisfy and
discharge the same at its own ex	kpense.	

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.

Business Registration Compliance

N.J.S.A. 52:32-44 imposes the following requirements on contractors and all subcontractors that knowingly provide goods or perform services for a contractor fulfilling this contract.

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

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

Disclosure of Investment Activities in Iran					
Person or Entity	Person or Entity				
	Part 1: Certification				
D.,,,,,,,,,	COMPLETE PART 1 BY CHECKING <u>EITHER BOX.</u>				
proposes to enter into perjury, that neither the State Department of T	w 2012, c. 25, any person or entity that is a successful bidder or proposer, or otherwise or renew a contract, must complete the certification below to attest, under penalty of ne person or entity, nor any parent entity, subsidiary, or affiliate is identified on the reasury's Chapter 25 list as a person or entity engaging in investment activities in Iran. reasury's website at www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf .				
is found to be in viola contract, including b	ust be reviewed prior to completing the below certification. If a vendor or contractor ation of law, action may be taken as appropriate and as may provided by law, rule or ut not limited to imposing sanctions, seeking compliance, recovering damages, 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.				

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 activates 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	

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 in Appendix A on page 18.

Company Name	Federal I.D. # or Social Security #
Address	
Signature of Authorized Agent	Type or Print Name
Title:	
Telephone Number	Date
Fax Number	E-mail address



THE GREATER WILDWOODS TOURISM IMPROVEMENT & DEVLOPMENT AUTHORITY

RFP INFORMATION PACKET CONTRACT FOR MEDIA, MARKETING & ADVERTISING SERVICES SPECIFIC INSTRUCTIONS

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FOREWARD

The Greater Wildwoods Tourism Improvement and Development Authority (GWTIDA) is requesting proposals from qualified advertising agencies to provide all required advertising and marketing services for both the tourism authority and The Wildwoods Convention Center.

Agencies are reminded that the awarding of this contract is based on creativity, costs of services and strategic approach, as well as documented qualifications of the Proposer. Advertising agencies with similar convention center and/or tourism authority and tourism marketing experience will be given preferential consideration in the awarding of this contract.

All Agencies interested in responding to this Proposal must have their proposal submitted by 2:00 p.m. on Wednesday, August 14, 2024. All questions must be submitted via electronic mail (E-mail) no later than Friday, August 2, 2024 to the attention of:

Michaela LaBounty Purchasing Agent

Email: mlabounty@wildwoodsnj.com

NO CONTACT POLICY

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

SELECTION SCHEDULE

RFP Release Date: July 24, 2024

Deadline for Proposer Questions August 2, 2024

Proposal Due Date: August 14, 2024 at 2:00PM

Oral Presentations: August 26 – August 30, 2024

Awarding of Contract: September 19, 2024

Start Date of Contract: January 1, 2025

Section I — Overview

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-mile beach 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 as ever and remains a favorite vacation destination for today's families and a cherished memory of family vacations 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 23rd 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 and sporting events to circuses.

GWTIDA currently provides sales, marketing 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 advertising and marketing agencies to advertise, promote and market the Wildwoods, New Jersey as a premier family vacation destination and to market the Wildwoods Convention Center as a first-class venue for meetings, conventions, consumer and trade shows, banquets and events. This goal is to be achieved within the framework of an annual advertising and promotions budget, inclusive of media placement, creative production, strategy, account services, travel and all costs, for the Wildwoods Convention Center; and an annual advertising, promotions and marketing budget, inclusive of strategy, creative production, media placement, account services, travel and all costs, for the Wildwoods Tourism destination marketing.

Agencies are to propose a media mix, which, in their judgment, will provide the most effective and efficient expenditure of the GWTIDA's advertising dollar.

Additionally, Agencies should be prepared to explain and justify the rationale for their proposed expenditures.

The Wildwoods tourism campaigns have undergone a number of transitions over the last ten years starting with the "Welcome To Our Island" campaign from 2002 to 2004, which espoused warm friendly service. In 2005, we launched the "Love Those Wildwood Days" campaign, using the Bobby Rydell hit song "Wildwood Days" as its theme song and touting that in the Wildwoods, "Every Day Is A Holiday, and Every Night's A Saturday Night" filled with family fun and excitement. This advertising campaign proved to be very effective and popular. GWTIDA had contracted for the rights to use the theme song for a period of an additional three years for these campaigns. In 2009, due to the economic conditions at that time, GWTIDA launched its campaign "Are You Free This Summer? The Wildwoods Are," touting the Wildwoods as the best value for family vacations at the Jersey Shore by promoting all the free things to see and do in the Wildwoods starting with our free, award-winning beaches, free entertainment on our world-famous Boardwalk, free concerts 4-nights a week all summer long, Free Friday night Fireworks and over 180 special events and festivals offered year-round. And in 2011, we tweaked the "Free" campaign by adding a mini-campaign featuring all the awards and accolades the Wildwoods have received from major media outlets, publications, tourism organizations and online outlets. In 2014, the Wildwoods launched a new "Feelings" campaign tapping into the emotional bond the visitors have with the Wildwoods and the lasting memories they make vacationing in the Wildwoods. The campaign was updated to include the TripAdvisor designation of the Wildwoods as the #1 Destination on the Rise in the US in 2015. Then, with a new agency on board, we launched the "As Wild As You Want To Be" later changed to "Your Vacation, Your Way" expressing that the Wildwoods have everything you could ever want in a vacation destination on one 5-mile island where you can have the vacation you want. Whether you want to 'Chill' or 'Thrill, be 'Lazy' or 'Crazy' or want it 'Mild' or 'Wild' you can have "Your Vacation, Your Way." In 2023, with a new agency on board, the campaign focused on "Getting Lost in the Wildwoods" by leaving the stresses of everyday life behind and getting lost in the moment, getting lost in the memories, getting lost in the fun, and "Getting Lost in the Woods...The Wildwoods"

Beyond these specifics, it is not the intent of GWTIDA to influence or inhibit in any way the creative and/or media strategies of Agencies' submissions. They are only meant to give background and context. The Agencies are free to propose any creative and/or media mix, which, in their judgment, will generate the optimum results of increasing revenue and market share for the Wildwoods. The Agencies should clearly identify the specific market segment(s) to target along with the geographic area to focus on that will generate the greatest Return on Investment.

Any creative work submitted by the Agencies as part of their proposal and presentation may not exceed a total of \$7,500.00 in cost to the agency. The GWTIDA is open to any Proposals that provide the necessary rationale for choosing that particular program and the strategy behind it.

The successful Agency, once contracted, will be expected to work closely with the personnel of the GWTIDA in designing and implementing the most effective marketing advertising and promotions programs.

2.0 Ownership of Materials

All data, strategies, concepts, materials, documentation, artwork, photographs, videos, logos, customer databases and any other information pertaining to or acquired by the Agency pursuant to this Contract shall belong exclusively to the GWTIDA. All artwork, layouts, copy, scripts, videos, etc. will be delivered to the GWTIDA at the conclusion of production unless written exception is given by the GWTIDA Executive Director or Director of Marketing.

3.0 Scope of Work

- A. Devise an annual strategic tourism marketing/advertising campaign, plan and budget for the Wildwoods consistent with results of marketing research and strategic positioning. Upon approval of these detailed plans, the Agency shall execute all creative, media buys and insertions and arrange for the use, dissemination, and distribution of the various forms of communication, literature, publications, and advertising materials called for in the plan approved by GWTIDA.
- B. Provide appropriate creative services based on audiences' defined demographics, psychographics, historical experience, and other segmentation/prospect profile tools to be utilized to refine strategies and exceptional concepts through evaluation of communications research, both qualitative and quantitative. Within the creative process for all campaigns, the Agency shall evaluate all available forms of media and provide recommendations for media mix in terms of cost, reach, and frequency with an established strategy to maximize return on investment (ROI).
- C. The Agency shall produce television, radio, print, outdoor (OOH), digital media, collateral, transit, Internet, and other electronic advertising as well as provide professional consulting and other services related to marketing strategy, special events, public relations, market research, and analysis.
- D. The Agency shall be responsible for the execution of all contracts with the media and other third parties, including the negotiation of the lowest possible rates for any contracts. All such contracts shall be entered into as an

independent Agency and not as an agent for the GWTIDA.

- E. Following submission of such advertising materials to the media or other third parties, it will be the Agency's responsibility to:
 - Examine or audit advertising released through the various media to verify that quality, timing, positioning, and distribution are consistent with the agreed plan and schedule.
 - Render such other services as are customarily performed by advertising agencies in connection with marketing/advertising campaigns, as set forth in the service standards of the American Association of Advertising Agencies.
- F. The Agency shall be responsible for developing and implementing a branding strategy for the Wildwoods, with particular attention given to communicating the positive changes happening in the Wildwoods and positioning the Wildwoods as a premier family vacation destination.

4.0 RESEARCH

In conjunction with the GWTIDA Marketing Department, the Agency shall develop ideas, projects, and programs to enhance and expand the research base to develop an overall marketing strategy and to specifically address the following goals:

- A. Define the primary and secondary markets of patrons in terms of Demographics, psychographics, historical experience, and other segmentation/profile tools, which will identify patron personality characteristics as well as similarities and differences within and across groups with specific emphasis on enhancing present patron participation and identifying new and underdeveloped markets.
- B. Evaluate both strategy and advertising effectiveness both in testing proposed campaigns before implementation where possible, and if budgets allow, and review campaigns' effectiveness and performance during campaigns and upon completion.
- C. Provide competitive analysis and evaluation of similar destinations with emphasis on market share, advertising/marketing effectiveness and overall performance and develop strategies for acquiring increased market share.

5.0 ACCOUNT MANAGEMENT

Appropriate qualified experienced personnel must be assigned to all aspects of this account. Personnel will range from those who will interact frequently with the Marketing staff to those who will report directly to the Director of Marketing of GWTIDA. A weekly Job Status Report shall be submitted to the GWTIDA Director of Marketing each Monday outlining the status of all creative jobs currently being worked on.

A monthly status report of all current and proposed projects must be submitted by the Agency to the Director of Marketing of the GWTIDA within five (5) working days after the close of each month. A progress review meeting may be held within seven (7) working days following receipt of the report.

The Agency will provide monthly accounting comparisons to budget, as well as breakdowns by media and media clients. It is the sole responsibility of the Agency to insure that all charges fall within or below the allocated budget.

An Agency representative will attend GWTIDA Marketing Department staff meetings when requested and provide conference reports subsequent to and following those meetings.

Prior written approval from the Director of Marketing must be obtained for all creative materials, project/change notices and expenditures. This shall be the responsibility of the Agency's account manager.

SECTION III - ADVERTISING AND PUBLIC RELATIONS SERVICES

1.0 Advertising Services

The Agency shall provide for all advertising services which are generally necessary and appropriate for the GWTIDA and which are commonly rendered in the profession, including but not limited to, arranging for the use, dissemination, and distribution of photography/videography, literature, publications and advertising materials or "copy" in selected advertising media as deemed best suited for the purpose and objectives of the overall promotional campaign and the Agency shall render such services as are customarily performed by advertising agencies in connection with advertising campaigns as set forth in the services standards of the American Association of Advertising Agencies. The Agency shall provide the creative talent, production services, account services and administrative ability to perform the foregoing services.

2.0 Basic Public Relations

In the event that the GWTIDA should require that the Agency provide Public Relations services in addition to advertising and marketing services as outlined in this document, then, at the direction of the Executive Director and/or Director of Marketing of the GWTIDA, the Agency shall be required to provide such public relations services, which are generally necessary to advance and promote the interests of GWTIDA and which are customarily rendered in the profession. This includes, but is not limited to, providing the creative talent, production services, and administrative ability of the type essential to the promotion and the implementation of a full public relations program.

3.0 **Special Services**

On an as-needed basis, the Agency shall provide such special services as requested by GWTIDA including, but not limited to, Press conferences and press luncheons, special events, trade show exhibits, B-roll video footage, photography, campaign launch events, public presentations, website pixel services, etc., that are related to and compatible with the promotion and advancement of the GWTIDA's business and general interests.

4.0 Branding Services

The Agency shall develop and implement branding strategies for the GWTIDA and the Wildwoods as a whole.

SECTION IV - 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 advertising and marketing agency to expertly provide all the services required to effectively and efficiently conduct and promote GWTIDA operations.
- 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 agencies will assume the responsibility of fully acquainting themselves with all "Terms and Conditions" and specifications contained herein.

1.1 Term of Contract

The term of the contract to be awarded will be a three-year period commencing from the first day of January 1, 2025 through December 31, 2028, with an option for one two-year contract extension through December 31, 2030, available at the sole discretion of GWTIDA.

1.2 Rejection of Proposals

- A. The GWTIDA reserves the right to reject any or all Proposals or to award a contract 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 Agency it feels that best meets the specifications and conditions set forth in this RFP.

1.3 Execution of Contract

- A. The Agency to whom the Contract has been awarded shall, within ten (10) days of the notification of award:
 - Execute and deliver to the GWTIDA quadruplicate copies of the Contract.
 - Furnish satisfactory evidence of the required insurance and all other required forms as specified hereinafter.
- B The above shall be furnished, executed, and delivered before the Contract will be executed and dated by the GWTIDA.

C. The Agency shall agree not to represent or provide services of any nature to any competitor of the GWTIDA without the prior written approval of the GWTIDA. Competitors of the GWTIDA shall include other convention centers and tourism authorities or tourist destinations within a 90-mile radius of the Wildwoods, NJ.

1.4 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 Agency for use in connection with any project or proposal by the Agency for use in connection with any project or Proposal approved hereunder. The Agency 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 Agencies who respond to this RFP.
- B The GWTIDA assumes no responsibility and no liability for costs incurred by any Agency prior to issuance of an agreement contract or purchase order.

3.0 PROPOSAL PREPARATION

- A. Agency must return all pages of this Proposal including any addendum issued prior to opening. Removal of any pages or modification 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 Agency 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, Agency must submit a complete written response to this Proposal. **An original and twelve (12) copies of each Proposal must be submitted to the GWTIDA for consideration and evaluation.** 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 Agency 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 Agency's capabilities to meet and satisfy the requirements of the Proposal. Emphasis should be on completeness and clarity of content.
- G. All Agencies responding to this RFP shall submit their ideas for a new creative campaign to be launched for the 2025 season by presenting the following creating elements:
- 1. Magazine/Newspaper Print Ad
- 2. Billboards (OOH)
- 3. Audio Spot (:60 and :30)
- 4. Television Commercial Story Boards
- 5. Online video and digital web ads
- 6. Social media marketing materials
- 7. E-mail marketing materials
 - H. All creative work submitted by the Agency as part of its presentation should not exceed \$7,500.00 in total cost to the Agency.

4.0 QUALIFICATIONS OF AGENCY

Agency shall be of known good reputation in the field of marketing and advertising, shall be innovative and creative, and must submit with their Proposals evidence of the following qualifications:

- A. Agency must certify that it possesses a minimum of three (3) years of experience in the field with billings of greater than two million dollars (\$2,000,000.00) per year.
- B. Include resumes of key personnel who will be assigned to the account. The GWTIDA reserves the right to interview and accept or reject any Agency personnel at any time during the duration of the Contract, when it is in the GWTIDA's best interest to do so.
- C. Agency 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 Agency must demonstrate the following experience in the advertising marketing and public relations fields, for similar type entities:
 - A minimum of five years of experience with accounts engaged in the

- meetings, conventions, events, entertainment, tourism destinations, hospitality, hotel or casino industries.
- At least five years of experience with an account engaged in destination or major tourism product advertising, such as a convention center, State Tourism Agency, DMO or visitor's bureau, etc.
- List of principal accounts by size, duration and results.

5.0 PROPOSAL EVALUATION

- A. The following general evaluation criteria will be used to evaluate the Proposals:
 - The creativity of the Proposal, including the proposed branding strategy.
 - The Agency's ability to meet the requirements of the Proposal.
 - The qualifications and experience of personnel to be assigned.
 - Financial qualifications and stability of the Agency.
 - Total cost of services consideration.
- B. In addition to the above evaluation criteria, the GWTIDA may request any other information regarding the ability of the Agency to render the service the GWTIDA has a right to expect from a qualified and competent Agency.

6.0 <u>AWARD</u>

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

7.0 ORAL PRESENTATION

- A. Agencies who submit a Proposal should be prepared to give an oral presentation, not to exceed 45 minutes with 15 minutes for questions and answers, to a committee comprised of GWTIDA Board Members and marketing staff personnel who will be responsible for the evaluation and awarding of a contract. The need for an oral presentation will be at the sole discretion of GWTIDA. If GWTIDA decides, no oral presentation will be required. If necessary, the oral presentation will provide an opportunity for the Agency to clarify or elaborate on its Proposal. Emphasis should be on strategy and capability, not creative speculation. (Agency will not be compensated for any creative spec. work).
- B. If the GWTIDA chooses, it will schedule the time and locations of these presentations for the selected agencies.

8.0 FINANCIAL PROPOSAL

8.1 Retainer or Commission Percentage

	flat Retainer Fee of per year to be charged for all reative strategy, creative services and production, media planning and placement services and account management services;	
	OR	
	The commission percentage must be inserted in the space provided below. If Media Services Alone are awarded:	
	The Agency will charge the GWTIDA on all space, broadcast, and other facilities purchased on behalf of the GWTIDA, an amount which will yield the Agency a commission of: percent on all media billings from \$0 to \$1 million. percent on all media billings from \$1 million to \$1,999 million	
Ī	Media and Production Services are awarded:	
	The Agency will charge the GWTIDA on all space, broadcast, and other facilities purchased an amount which will yield the Agency a commission of:	
	percent on all media billings from \$0 to \$1 million. percent on all media billings from \$1 million to \$1,999 million	۱.
	The Agency will charge the GWTIDA on any and all production charges incurred by the Agency, a commission of: percent on all media billings from \$0 to \$1 million. percent on all media billings from \$1 million to \$1,999 million	•

8.2 Billable Rates

Please complete the following chart of billable rates of the Agency personnel who would perform services as called for in this contract. (See Appendix A)

9.0 CONTRACT DEFINITION

It is expressly agreed by the Agency that the GWTIDA may terminate this Agreement at any time when in its judgment and sole discretion it deems the performance by the Agency unsatisfactory or in any way does not meet with the

approval of the GWTIDA. The GWTIDA shall terminate this Agreement under this provision by giving the Agency notice of said termination in writing at least thirty-(30) days prior to the effective date of termination.

10.0 PRESERVATION OF RECORDS

For the purpose of verifying and auditing the fees charged, the Agency agrees to prepare and preserve for a period of not less than five (5) years following the end of each year of this Agreement, adequate payroll (i.e. time cards/sheets) records which will show all of 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.

In addition, all creative art, video, photography, electronic files, collateral, etc., developed by the Agency on behalf of GWTIDA must be maintained digitally on a secure server at Agency's location and shall be available to GWTIDA upon request. No artwork created for GWTIDA shall be deleted or destroyed without the written consent of GWTIDA's Executive Director or Director of Marketing.

11.0 LICENSES AND PERMITS

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

12.0 INDEPENDENT CONTRACTOR

- A. The relationship created by this Agreement is that of principal and independent Agency and nothing herein contained shall be construed so as to constitute Agency and the GWTIDA or the NJSEA as a joint-venture or partners, or to make Agency the agent of the GWTIDA or the NJSEA, or to make the GWTIDA or the NJSEA liable for the debts of the Agency.
- B. Agency shall be and remain an independent Agency 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 Agency for work performed under the terms of this Agreement, and agrees to indemnify and save harmless the GWTIDA and the NJSEA from any such contributions, taxes, or liabilities therefore with respect to persons so employed by the Agency.

13.0 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.

14.0 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 Agency, 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.

15.0 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.

<u>SECTION V — SPECIFIC TASKS (SUBJECT TO CHANGE)</u>

1.0 ADVERTISING SUPPORT

- A. Scope of Services
 - 1) Copy-Writing and Editing
 - 2) Creative Concepts, Graphic Design and Execution
 - 3) Production
 - 4) Long-range and Short-term Planning
 - 5) Development and Execution of Marketing Strategy
 - 6) Branding
- B Media
 - 1) Newspapers
 - 2) Broadcast (radio, TV, web)
 - 3) Specialty Publications and Journals
 - 4) Consumer and Trade Magazines
 - 5) Internet Online Digital Media
 - 6) Outdoor Billboards and Displays(OOH)
 - 7) Social Media
- C. Printed Materials
 - 1) Rack Brochures
 - 2) Logo Designs
 - 3) Posters, Fliers, Rack Cards
 - 4) Press Kits
 - 5) Stationery
 - 6) Direct Mail Pieces
 - 7) Newsletters
 - 8) Trade Show Booths
- D. Audio Visual Materials
 - 1) Preparing & Supervising Video Shooting Schedules
 - 2) Preparing & Supervising Photographic Shooting Schedules
 - 3) Production of Television Commercials

- Production of Online Digital Video Assets Production of Radio Commercials Writing of Scripts Final Production Coordination 4)
- 5)
- 6)
- 7)

Appendix A

SERVICE TEAM BILLABLE RATES

POSITION	DIRECT COST	HOURLY RATE
President		
Managing Partner		
Management Supervisor		
Account Supervisor		
Account Manager		
Account Executive		
Creative Director		
Copy Writer		
Senior Art Director		
Art Director		
Comp Artist		
Production Manager		
Media Director		
Media Planner		
Proof Reader		
Secretarial Support		
Web Developer		
Web programmer		
Social Media Manager		
Other:		