

Atlantic City

convention & visitors authority TM



PROJECT #ACCVA 08-09
INTERACTIVE MARKETING CONSULTANT
2:00 PM Friday, August 14, 2009

Theresa Thompson, Purchasing Agent
Atlantic City Convention & Visitors Authority
2314 Pacific Avenue
Atlantic City, NJ 08401
Phone: 609.449.7113

NOTICE TO BIDDERS

**NOTICE TO BIDDERS
PROJECT #ACCVA 08-09**

INTERACTIVE MARKETING CONSULTANT

The Atlantic City Convention and Visitors Authority is seeking to engage an interactive marketing firm/agency to provide strategic counsel, and services in support of increasing Atlantic City's exposure as a revitalized destination via the internet and other electronic method.

Sealed proposals will be received at the offices of the Atlantic City Convention & Visitors Authority, located at 2314 Pacific Avenue, Atlantic City, NJ 08401 on **Friday, August 14, 2009 at 2:00 PM** prevailing time.

Proposals shall be sealed and mailed, delivered or presented to the Atlantic City Convention & Visitors Authority, Attn: Theresa Thompson 2314 Pacific Avenue, Atlantic City, NJ 08401. The Authority accepts no responsibility for the timeliness of any mail, delivery, or courier service.

No proposals may be withdrawn for a period of 60 days after the date set for opening.

Bidders are required to comply with the requirements of P.L. 1975, C127 and Chapter 33 of the Public Laws of 1977.

Packages may be obtained from the Atlantic City Convention & Visitors Authority, 2314 Pacific Avenue, Atlantic City, New Jersey 08401, telephone (609) 449-7113, Monday through Friday between the hours of 9:00 a.m. and 4:30 p.m. beginning Friday, July 31, 2009.

Theresa Thompson
Purchasing Agent

SCOPE OF WORK

REQUEST FOR PROPOSALS

INTERACTIVE MARKETING CONSULTANT

The ACCVA is seeking to engage an interactive marketing firm/agency to provide strategic counsel, and services in support of increasing Atlantic City's exposure as a revitalized destination via the Internet and other electronic method.

OBJECTIVE

To develop and implement a comprehensive and integrated Internet marketing plan that enhances and reinforces Atlantic City's branding statement, increases Atlantic City's visibility, influences positive opinion about the destination and drives business from leisure and business travelers, convention and meeting professionals, and group tour and travel professionals to our local marketing partners.

BACKGROUND

Since 2008, there has been more than \$1.5 billion in investments to the infrastructure of Atlantic City. Diversifying the entertainment options for the 33 million visitors each year has been a major goal for Atlantic City tourism. The multi-billion dollar investment includes the opening of two new non-casino hotels, the addition of two hotel towers to casino properties, new spas, restaurants, shopping districts and more. With the addition of gaming competition in surrounding states, emphasizing Atlantic City's full destination potential has been a priority. Judging by the feedback received, it's a concept that is working. Atlantic City's new entertainment options have resulted in positive media attention and have drawn a different and younger demographic to the region. Evidence of that was shown in the results of the 2008 Visitor Profile Study. Instrumental in providing valuable research for those marketing the city, the results showed that highlighting the city's non-gaming aspects are key and should play an integral part in the future success of the city as a whole. The study showed that while the majority of visitors still come primarily to gamble, Atlantic City remains attractive in the face of other emerging gambling destinations because of its other attributes, most notably new attractions. In fact, of those who expressed satisfaction with their overall experience in Atlantic City, 28% of those cited "more things to do" and 20% cited "new/better attractions," including shopping, gaming and dining opportunities, as the primary reason for their visitation.

In 2008, Atlantic City was not immune to the ups and downs of the global economy. The year proved to be one of the most challenging years in recent memory. And the challenges faced in 2008 intensified in the first quarter of 2009. However, thanks to its diversity and location, Atlantic City has fared much better than other gaming destinations. This is demonstrated through the results of First Quarter, 2009's hotel occupancy report, generated by the New Jersey Casino Control Commission. The occupancy rate in the city's casino hotels declined to 87.4 percent last year from 91.6 percent in 2007. However, the casino properties added 2,485 more hotel rooms in that time, which may account for the drop.

The Atlantic City Convention Center contributes greatly to the city and generates significant business and room nights. Atlantic City's group markets continue to perform above the nation's average. Room night production for future bookings grew by 8% in 2008. Additionally, over the past 3 years all meetings, conventions, and tradeshow handled by the ACCVA grew in the market by over 100%. Not only are those levels being maintained but the pace, or future business on the books, from 2010 through 2012 is up between 5% and 10% each year.

The primary goal of the Atlantic City Convention & Visitors Authority's media relations program is to promote a revitalized Atlantic City to our principal audience of adults over 35 living within driving distance (300 miles). In addition, the media relations campaign communicates to convention and meeting professionals that Atlantic City's facilities and services can provide an ideal location for their events. There are places for improvement and growth within these areas.

At this time, major developments in Atlantic City are uncertain, with the exception of Revel casino, with a target opening date of 2010 or 2011. However, during today's economic uncertainty for both individuals and businesses, stay-cations, or vacations close to home, have become the way to "get away." Atlantic City's close proximity to 1/3 of the Nation's population, gives Atlantic City an advantage like no other destination in the country.

The addition of transportation like ACES direct rail service from New York to Atlantic City adds to the convenience of visiting Atlantic City for New Yorkers, and should be capitalized on. With Spirit Airlines adding service between Atlantic City and Boston, and the addition of AirTran Airways, with service to Atlanta, GA and Orlando, FL, Atlantic City can continue to expand its marketing reach into these target areas.

International marketing efforts have taken a back seat in order to focus on our location and drive in market. However, with the ease of travel between New York and Atlantic City, that market is in need of development.

Along with the International market, other markets or segments that need to be explored further include: the GLBT segment, Asian and Spanish segment, and niche marketing of dining, spas, entertainment, and golf.

Currently, the ACCVA uses a variety of tools on its web site to enhance its interactive marketing program, these include:

- **D3000 Web Solutions** – Utilizes the ACCVA in-house database as a content management tool to provide certain data and listings to atlanticcitynj.com as well as capture visitor guide requests. This database is an integral part of atlanticcitynj.com.
- **Content Management System** – CMS to control data not included in the D3000 database and allows ACCVA staff to update meta data, navigation, and create new web pages and integrate into navigation.
- **Informz** – E-mail service provider, used to gather e-mail addresses, to send updates to marketing partners, and periodic targeted emails to database.

- **AdverServe** – Internet advertising server, used for banner placement and tracking on the ACCVA site only.
- **Navteq** – Online interactive map
- **Google Mini** – site search utility, currently on atlanticcitynj.com and acrestaurantweek.com.
- **LivePerson** – online chat room utilized on atlanticcitynj.com and acrestaurantweek.com.

In addition, to the main web site, there are three micro-sites used by the ACCVA.

- acrestaurantweek.com – site dedicated to Atlantic City Restaurant week. Current marketing includes independent SEO campaign and Social Networking.
- myacphoto.com – Online photo contest micro-site, no marketing on this site, just links from email and other web sites.
- accvafoundation.org – no marketing

THE PARTNERSHIP

The ACCVA has in place a highly skilled and capable marketing and communications team consisting of in-house staff and outside contractors. The agency would work in concert and exchange information with that team to develop and execute a multifaceted interactive marketing program to generate awareness of, and promote Atlantic City tourism and convention development. The program should maximize current technologies and integrate with our public relations, marketing, and communications program. These goals should be achieved within the framework of a disciplined, campaign-based strategy.

The ACCVA is committed to a collaborative culture in which we discover and investigate innovative capabilities as well as time-tested methods.

SCOPE OF WORK

The work performed under this contract may include the following:

- Strategic Planning - Provide annual strategic plan, quarterly marketing plans, ongoing consultation, and new program development.
- Ongoing strategic consulting, account service and project management.
- Tracking & Reporting - Provide advanced web metrics tracking and detailed reporting for atlanticcitynj.com and acrestaurantweek.com. Availability and online access of complete web metric reports to ACCVA staff.
- Provide on-going direction on maximizing web and mobile capabilities
- Notification and recommended usage of new technologies
- Organic Search Engine Optimization - Content review, creation, and optimization of atlanticcitynj.com to maintain high ranking with major search engines.
- Monthly Paid Search Marketing – Ongoing PPC, keyword research, targeting, and analysis.
- Research - Survey's, reporting, and analysis of the opt in database
- Social Media Marketing Research – Monitor and evaluate active searches for specific topics on consumer based sites (topics determined quarterly).

- Social Media Marketing – Review and monitor existing placements on social networking sites and propose feedback and new ideas to increase consumer response and site performance. Provide tracking and reporting.
- RSS – tracking and reporting on RSS feed activity
- Email Marketing design and send six targeted email blasts to target groups determined by keyword research.
- Recommend cross-promotional opportunities
- Design and implement six to twelve incentive programs used on atlanticcitynj.com and in outgoing emails.
- Increase visibility with leisure travelers, meeting planners, group travel planners, and other travel intermediaries.
- Ongoing and consistent outreach to e-mail database
- Recommend revenue-generating strategies

BREAKOUT SCOPE OF SERVICES – Bidder shall include a separate line item price for the following services, these items **must be included** to be considered for contract award.

1. Search Engine Optimization program for acrestaurantweek.com including monthly reporting
2. Search Engine Optimization program specific to the Meeting Planners section of atlanticcitynj.com
3. Leisure eNewsletter – Twelve issues design and send to the leisure enews database
4. Leisure eNewsletter – Six issues design and sent to the leisure enews database

OPTIONAL SCOPE OF SERVICES – Bidders are asked to include a separate line item price for the following services, these items are not a required submission to be considered for contract award.

5. Two (2) Incentive Based E-mail Media Campaigns
 - a. Reach: 3-4 million (minimum 150,000 – 200,000 via direct e-mail)
 - b. Demo: Age 25-54, Household Income: \$75,000, Gender will depend on campaign theme
 - c. Geo Demo: NY, North Jersey, Philly, Western PA, DVC, MD, VA, Boston, CT, Cincinnati
6. Design and implement three interactive campaigns using rich media, such as virtual tours and games for use on web site and e-mail

PROPOSAL PREPARATION

By submitting a proposal, the vendor covenants and agrees that he has satisfied himself, from his own investigation of the conditions to be met, that he fully understands his obligations and that he will not make any claim for or have right to cancellation or relief because of any misunderstanding or lack of information.

In order to be considered for selection, vendor must submit a complete written response to this proposal. The response shall include one (1) original and four (4) copies to be considered and evaluated by the Authority. Ownership of all

data, material and documentation originated and prepared for the Authority pursuant to this proposal shall belong exclusively to the Authority. The Authority shall not incur any costs for the development of the proposal or any associated materials. The Authority agrees not to use any material provided through this process for other than evaluation purposes, without a formal contract

The contents of the proposal of the successful vendor will become a part of any contract awarded as a result of the proposal.

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

QUESTIONS

All questions shall be submitted in writing via facsimile (609-348-3426), and directed to the attention of Theresa Thompson, Purchasing Agent or via e-mail (tthompson@accva.com) no later than **12:00 noon Friday, August 7, 2009**. Any questions received after the due date will not be considered; any questions submitted to anyone other than the Authority's Purchasing Agent will not be considered. Any resulting addendum will be forwarded to all potential contractors. All addenda become a part of the specifications, and any resulting proposal and contract.

PROPOSED TIME TABLE

Notification:	Friday, July 31, 2009
Questions due:	12:00 noon Friday, August 7, 2009
Proposals due:	2:00 PM Friday, August 14, 2009

TERM

Two (2) years from Atlantic City Convention & Visitors Authority Board of Directors approval, and signing of contract, with an option for two one-year extensions. Contract awards for additional years will be solely at the discretion of the Authority, and approval from the Board of Directors. Contract extensions will be contingent upon the availability of funds.

CONTRACT TERMINATION

The Authority may terminate the contract at any time for "cause". "Cause" shall include without limitation, breach by Contractor of the provisions of any contract entered into by Contractor and the Authority, the Contractor's failure to perform all services in the manner required under this RFP, or Contractor's otherwise unsatisfactory performance of the required services. In the event that the Authority terminates the Contractor for "cause", the Authority will do so upon ten (10) days prior written notice, or such shorter time period if, in the Authority's discretion is so required. In addition, the Authority may in its sole discretion terminate the contract without cause by giving the Contractor thirty - (30) days prior written notice.

NON-COMPETE

The agency shall agree not to represent or provide services of any nature to any competitor of the Authority without the prior written approval from the ACCVA. Competitors shall include other destination marketing organizations, convention centers, entertainment arenas, gaming companies, casinos or other gaming businesses within 500 miles of Atlantic City.

There shall be no competitive client conflicts including destinations in the tri-state area without prior written approval and/or knowledge of client. The agency cannot represent competing casino/gaming destinations or individual properties without prior written approval of client.

PROPOSAL INFORMATION

The Atlantic City Convention & Visitors Authority assumes no responsibility and/or liability for costs incurred by any vendor prior to the issuance of an agreement, contract, or purchase order.

QUALIFICATION STATEMENT

Each bidder shall submit a Statement of Qualification with their proposal, which shall include the following:

1. Firm's name, address, and telephone number
2. Parent firm name (if applicable)
3. Year of establishment
4. Type of ownership (corporation, partnership, etc.)
5. Names and titles of principles
6. Name and titles of staff to be dedicated to the ACCVA contract
7. Estimated hours assigned staff will dedicate to the ACCVA contract

CONTENT OF PROPOSALS

- List any known potential conflict(s) of interest.
- Submit references, letters of recommendation, or a client list for which your firm/agency have performed advertising services (minimum of 5 firms, not including the Authority). References shall include contact name and telephone number.
- Include other information of interest. e.g. MBE/WBE
- Include Qualification Statement
- Include proof of Professional Liability naming The Atlantic City Convention & Visitors Authority as additional insured with a minimum limit of \$1,000,000. The Atlantic City Convention & Visitors Authority shall be held harmless for any activities covered under the scope of this contract.
- Include resume(s), licenses, and/or certifications of key personnel.

- In order to ensure acceptable service, the Authority requires the Contractor to specify a contact person assigned to the Authority's account. Should the contact person change, for any reason, the Authority must be notified in writing.
- Upon contract award, the successful bidder shall submit to the Authority a current copy of Certificate of Employee Information Report issued by the State of New Jersey pursuant to N.J.A.C. 17:27-1.1 et seq.



Project #ACCVA 08-09 Evaluation Criteria

In selecting a firm/agency, each proposal will be independently evaluated. Selection will be made based on the following criteria:

- Experience and history of the agency, biographies of key personnel, client references and evidence of financial stability.
- Proven effective tracking and reporting mechanisms
- Knowledge of, and experience in, the travel, tourism and hospitality.
- Qualifications and experience of principals and staff assigned to the Authority's account.
- The firm/agency should demonstrate an understanding of the Scope of Work
- Methodology and approach to services described under the Scope of Work.

PROPOSAL PAGE



**PROPOSAL PAGE
PROJECT #ACCVA 08-09
INTERACTIVE MARKETING CONSULTANT**

Monthly Retainer Fee \$ _____

Breakout Services:

Search Engine Optimization program for acrestaurantweek.com including monthly reporting

Fee \$ _____

Search Engine Optimization program specific to the Meeting Planners section of atlanticcitynj.com

Fee \$ _____

Leisure eNewsletter – Six issues design and send to the leisure enews database

Fee \$ _____

Optional Scope of Services

Two (2) Incentive Based E-mail Media Campaigns

- a. Reach: 3-4 million (minimum 150,000 – 200,000 via direct e-mail
- b. Demographic: Age 25-54, Household income: \$75,000, Gender will depend on campaign theme
- c. Geographic Demographic: NY, North Jersey, Philadelphia, Western PA, DC, MD, VA, Boston, CT, Cincinnati

Design and implement three interactive campaigns using rich media, such as virtual tours and games for use on web site and e-mail.

Fee \$ _____

Signature: _____ Date: _____

Title: _____

TERMS AND CONDITIONS

TERMS AND CONDITIONS

The following terms and conditions apply to all contract or purchase agreements made with the Atlantic City Convention Center Authority (Authority), unless specifically deleted on the Authority's proposal form.

Bidders are notified by this statement that all terms and conditions shall become a part of any contract(s) or order(s) awarded as a result of this solicitation, whether stated in part, in summary or by reference. In the event a vendor's terms and conditions conflict with the state's, the state's terms and conditions shall prevail.

I. STATE LAW REQUIRING MANDATORY COMPLIANCE BY ALL VENDORS

- 1.1. **Corporate Authority** – It is required that all corporations be authorized to do business in the state of New Jersey. Corporations incorporated out of the state must file a Certificate of Authority with the Secretary of State, Department of State, State House, Trenton, New Jersey. Refer to N.J.S.A 12A: 13-3 Chapter 13-3.
- 1.2 **Anti-Discrimination** – All parties to any contract with the Atlantic City Convention Center Authority agree not to discriminate in employment and agree to abide by all anti-discrimination law including those contained within N.J.S.A. 10:2-1 through 10:2-4, N.J.S.A. 10:5-31 through 10:5-38, and all rules and regulations issued hereunder.
- 1.3 **Ownership Disclosures** – Contract's for any work, goods or services cannot be issued to any firm unless prior to or at the time of bid submission, the firm has disclosed the names and addresses of all of its owners holding 10% or more of the firm's stock or interest. Refer to N.J.S.A. 52:25-24.2 1977 Chapter 33.
- 1.4 **Compliance – State Laws**- It is agreed and understood that any contracts and/or orders placed as a result of this proposal shall be governed and construed and the rights and obligations of the parties hereto shall be determined in accordance with the laws of the State of New Jersey.

II. LIABILITIES

- 2.1 **Liability- Copyright** – The vendor shall hold and save the Atlantic City Convention Center Authority, The New Jersey Sports and Exposition Authority, the Atlantic County Improvement Authority, and Spectacor Management Group, Inc., its officers, agents, servants, and employees, harmless from liability of any nature or kind for or on account of the use of any copyrighted or non-copyrighted composition, secret process, patented or non-patented invention, article or appliance furnished or used in the performance of his/her contract.

- 2.2 **Liability – Physical** – If it becomes necessary for the vendor, either as principle or by agency or employee, to enter the premises or property of the state for any reason, the vendor hereby covenants and agrees to take use, provide and make proper, all necessary and sufficient precautions, safeguards and protection against the occurrence of happenings of any accidents, injuries, damages or hurt to any person or property during the progress of work herein covered on the premises or property of the Authority and to be responsible for, and indemnify and save harmless the Atlantic City Convention Center Authority, New Jersey Sports and Exposition Authority, the Atlantic County Improvement Authority, and SMG, along with their officers and employees, from the payment of all sums of money by reason of all or any, such accidents, injuries, damages or hurt that may arise or occur during such work, and all fines, penalties and loss incurred for or by reason of violation of any city ordinance, regulation or the laws of the State of New Jersey or the United States while said work is in progress. Contractor shall carry insurance to indemnify the Atlantic City Convention Center Authority, New Jersey Sport and Exposition Authority, the Atlantic County Improvement Authority, and SMG, and their officers and employees against any claim for loss, damage or injury to property or persons arising out of the performance by the contractor or his employees and agents of the services covered by the contract and the use, misuse or failure of any equipment used by the contractor or his employees or agents, and shall provide certificates of such insurance to the Authority upon request. Amounts to be in accordance with the attached sample Certificate of Insurance.

III. **TERMS GOVERNING ALL PROPOSALS WITH THE ATLANTIC CITY CONVENTION AUTHORITY**

- 3.1 **Subcontracting or Assignment** - The contract may not be subcontracted or assigned by the contractor, in whole or in part, without the written consent of the Authority. Such consent, if granted, shall not relieve the contractor of any of his/her responsibilities under the contract.

In the event that the bidder proposes to subcontract for the services to be performed under the terms of the contract award, he shall state son in his bid and attaché for approval a list of the subcontractors and an itemization of the services to be supplied by the subcontractor.

Nothing contained in the specifications shall be construed as creating any contractual relationship between any subcontractor and the Authority.

- 3.2 **Delivery Guarantee** – Deliveries shall be made as such time and in such quantities as ordered in strict accordance with conditions contained within the specifications. Delivery shall be made to the Atlantic City Convention Center Authority by the success bidder at the places specified by the Purchasing Agent or duly authorized representative, by in no event, before the issuance of a purchase order to the successful bidder under the terms of the contract so awarded.

The vendor shall deliver all material to the Authority in first class condition, and in accordance with good commercial practice.

Items delivered shall be strictly in accordance with the bid specifications.

In the event delivery of goods or services is not made within the number of days stipulated, or within the schedule defined in the specifications, the Authority may be authorized to obtain the equipment, material or service from any available source; the difference in price, if any, to be paid by the contractor failing to meet the commitments. In addition, if the successful bidder fails to complete delivery within the time stated, said successful bidder shall pay the Atlantic City Convention Center Authority, the sum of one hundred dollars (\$100.00) for each day consumed in the completion of the contract awarded hereunder, which may exceed the time allowed for such purpose. Such amounts or sums shall be deemed and taken in all courts to be liquidated damages for nonperformance of the aforesaid contract within the time frame allotted, and not as penalty. The Purchasing Agent of the Atlantic City Convention Center Authority shall determine and certify the amount and sums thus claimed by the Atlantic City Convention Center Authority, as such liquidated damages to the Authority's auditor, who shall deduct and retain the same from the monies due or which shall become due under the contract.

- 3.3 **Authority's Right of Final Bid Acceptance** – The Authority reserves the right to reject any and all bids (in accordance with Title 40A: 11-13.2), or to award in whole or in part, if deemed to be in the best interest of the Authority to do so. In the case of tie bids, the Authority shall have the authority to award orders or contracts to the vendor or vendors best meeting all specifications and conditions.
- 3.4 **Bid Acceptance and Rejections** – Pursuant to N.J.A.C. Title 17, Chapter 12, Subchapter 2.4 through 2.5, the terms and conditions defined therein relating to informalities in bidding and automatic rejection of bids shall apply to all proposals and bids.
- 3.5 **Maintenance and Records** – The contractor shall maintain records for products and/or services delivered against the contract for a period of three (3) years from the date of final payment. Such records shall be made available to the Authority upon request.

IV. TERMS RELATING TO PRICE QUOTATION

- 4.1 **Price Fluctuation During Contract** – All prices quoted shall be firm and not subject to increase during the period of the contract.
- 4.2 **Delivery Costs** – Unless noted otherwise in the specifications, all prices for items in bid proposals are to be submitted F.O.B. Destination. Proposals submitted other than F.O.B. Destination shall not be considered. Regardless of the method of quoting shipments, the vendors shall assume all liability and responsibility for the delivery of merchandise in good condition to the Authority

- 4.3 **Discounts** – Cash discounts for periods of less than 15 days shall not be considered as factors in the award of contracts. Any discount period shall commence on the date the Authority certifies the acceptance of the goods and/or services.
- 4.4 **Tax Charges** – The Authority is exempt from state sales or use taxes and federal excise taxes. These taxes shall not be included in the vendor's price quotations.

V. PAYMENT

- 5.1 Payment for the specified item or items, furnished, delivered and accepted, shall be made by the Atlantic City Convention Center Authority to the successful bidder within thirty (30) days after submission of an invoice based on the total delivered price, as set forth in this (its, their) proposal, with a properly executed affidavit to the Purchasing Department.

VI. PROPOSAL FORM

- 6.1 All proposals must be submitted on the Proposal Form of the Atlantic City Convention Center Authority. The form may be obtained from the office of the Purchasing Agent, or an exact replica as to wording and punctuation. No alterations in the wording of the Proposal Form or interpolations will be permitted and any proposal submitted in disregard of this requirement may be regarded as informal and need not be considered by the Authority in making the award.
- 6.2 Proposals shall be submitted in a sealed envelope. Bidder's name and address, name of project and project number must appear on the outside of envelope containing the bid.
- 6.3 The certified or cashier's check, or bid bond, if required by these Instructions to Bidders shall be attached to the outside of the bid envelope. The outside mailing envelope shall bear the same endorsement as required in the base of the bid envelope and may be mailed or delivered to the Purchasing Agent of the Atlantic City Convention Center Authority (Authority), or presented to the Authority at its offices located at 2314 Pacific Avenue, Atlantic City, New Jersey 08401 at the time of calling for said proposals. The Atlantic City Convention Center Authority will not assume responsibility for bids forwarded through the mail if lost in transit at any time before bid opening.
- 6.4 **Preference for Domestic Products** – Only products manufactured in the United States, wherever available, shall be used in connection with this undertaking, pursuant to 40A: 11-18 of the revised statutes of the state of New Jersey.

STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE

**The Following is a “Sample” of the
“Required”**

**State of New Jersey Business Registration Certificate
That MUST Be Included in the Submitted Proposal**

NEW JERSEY BUSINESS REGISTRATION

All prospective contractors shall comply with P.L. 2004, c. 57(Chapter 57) requiring all businesses to submit proof of business registration in the state of New Jersey. A copy of the company's Business Registration Certificate, issued by the Department of the Treasury shall be submitted with their proposal.

Proposals submitted without the Business Registration Certification will be rejected, and not considered for contract award.

"New Jersey Business Registration Requirements"

The contractor shall provide written notice to its subcontractors of the responsibility to submit proof of business registration to the contractor.

Before final payment on the contract is made by the contracting agency, the contractor shall submit an accurate list and the proof of business registration of each subcontractor or supplier used in the fulfillment to the contract, or shall attest that no subcontractors were used.

For the term of the contract, the contractor and each of its affiliates and a subcontractor and each of its affiliates [N.J.S.A. 52:32-44(g)(3)] shall collect and remit to the Director, New Jersey Division of Taxation, the use tax due pursuant to the Sales and Use Tax Act on all sales of tangible personal property delivered into this State, regardless of whether the tangible personal property is intended for a contract with a contracting agency.

A business organization that fails to provide a copy of a business registration as required pursuant to section 1 of P.L. 2001, c.134 (C.52: 32-44 et.al.) or subsection e. or f. of section 92 of P.L. 19767, c.110 (C.5: 12-92), or that provides false business registration information under the requirements of either of those sections, shall be liable for a penalty of \$25 for each day of violation, not to exceed \$50,000 for each business registration copy not properly provided under a contract with a contracting agency."

Registration can be completed online at www.nj.gov/treasury/revenue/taxreg.htm. If additional information is required, contact the New Jersey Department of Treasury at 609.292.1730.

Sample of a Valid State of New Jersey Business Registration Certificate

STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE FOR STATE AGENCY AND CASINO SERVICE CONTRACTORS		DEPARTMENT OF TREASURY/ DIVISION OF REVENUE PO BOX 252 TRENTON, N J 08646-0252
TAXPAYER NAME:	TRADE NAME:	
ATLANTIC CITY CONVENTION CENTER AUTHORITY	ATLANTIC CITY CONVENTION & VISITORS	
TAXPAYER IDENTIFICATION#:	SEQUENCE NUMBER:	
000-000-000/000	0000000	
ADDRESS:	ISSUANCE DATE:	
2314 BOARDWALK ATLANTIC CITY NJ 08401	02/19/04	
EFFECTIVE DATE:		
07/01/66		
FORM-BRC(08-01)		

J.P. S. Tully
Acting Director

This Certificate is NOT assignable or transferable. It must be conspicuously displayed at above address.

EXECUTIVE ORDER 117

**CERTIFICATIONS
AND
DISCLOSURES**

INFORMATION AND INSTRUCTIONS For Completing The “Two- Year Vendor Certification and Disclosure of Political Contributions” Forms

Background Information

On September 22, 2004, then-Governor James E. McGreevey issued Executive Order 134, the purpose of which was to insulate the negotiation and award of State contracts from political contributions that posed a risk of improper influence, purchase of access or the appearance thereof. To this end, Executive Order 134 prohibited State departments, agencies and authorities from entering into contracts exceeding \$17,500 with individuals or entities that made certain political contributions. Executive Order 134 was superseded by Public Law 2005, c. 51, signed into law on March 22, 2005 (“Chapter 51”).

On September 24, 2008, Governor Jon S. Corzine issued Executive Order No. 117 (“E.O. 117”), which is designed to enhance New Jersey’s efforts to protect the integrity of procurement decisions and increase the public’s confidence in government. The Executive Order builds upon the provisions of Chapter 51.

Two-Year Certification Process

Upon approval by the State, the Certification and Disclosure of Political Contributions form (CH51.1R1/21/2009) is valid for a two (2) year period. Thus, if a vendor receives approval on Jan 1, 2009, the certification expiration date would be Dec 31, 2011. Any change in the vendor’s ownership status and/or political contributions during the two-year period will require the submission of new Chapter 51/EO117 forms to the State Review Unit. **Please note that it is the vendor’s responsibility to file new forms with the State should these changes occur.**

Prior to the awarding of a contract, the agency should first send an e-mail to CD134@treas.state.nj.us to verify the certification status of the vendor. If the response is that the vendor is NOT within an approved two-year period, then forms must be obtained from the vendor and forwarded for review. If the response is that the vendor is within an approved two-year period, then the response so stating should be placed with the bid/contract documentation for the subject project.

Instructions for Completing the Forms

NOTE: Please refer to the next section, “Useful Definitions for Purposes of Ch. 51 and E.O. 117,” for guidance when completing the forms.

Part 1: VENDOR INFORMATION

Business Name – Enter the full name of the Vendor, including trade name if applicable.

Business Type -- Select the vendor’s business organization from the list provided.

Address, City, State, Zip and Phone Number -- Enter the vendor’s street address, city, state, zip code and telephone number.

Vendor Email – Enter the vendor’s primary email address.

Vendor FEIN – Please enter the vendor’s Federal Employment Identification Number.

INFORMATION AND INSTRUCTIONS

For Completing The “Two- Year Vendor Certification and Disclosure of Political Contributions” Forms

Part 2: PUBLIC LAW 2005, Chapter 51 / EXECUTIVE ORDER 117 (2008) DUAL CERTIFICATION

Read the following statements and verify that from the period beginning on or after October 15, 2004, no contributions as set forth at subsections 1(a)-(c) have been made by either the vendor or any individual whose contributions are attributable to the vendor pursuant to Executive Order 117 (2008).

NOTE: Contributions made prior to November 15, 2008 are applicable to Chapter 51 only.

Part 3: DISCLOSURE OF CONTRIBUTIONS MADE

Check the box at top of page 2 if no reportable contributions have been made by the vendor. If the vendor has no contributions to report, this box must be checked.

Name of Recipient Entity – Enter the full name of the recipient entity.

Address of Recipient Entity – Enter the recipient entity's street address.

Date of Contribution – Indicate the date of the contribution.

Amount of Contribution – Enter the amount of the reportable contribution.

Type of Contribution – Select the type of contribution from the list provided.

Contributor Name – Enter the full name of the contributor.

Relationship of Contributor to the Vendor -- Indicate relationship of the contributor to the vendor, e.g. officer or partner of the company, spouse of officer or partner, resident child of officer or partner, parent company of the vendor, subsidiary of the vendor, etc.

NOTE: If form is being completed electronically, click “Add a Contribution” to enter additional contributions. Otherwise, please attach additional pages as necessary.

Part 4: CERTIFICATION

Check box A if the person completing the certification and disclosure is doing so on behalf of the vendor and all individuals and/or entities whose contributions are attributable to the vendor.

Check box B if the person completing the certification and disclosure is doing so on behalf of the vendor only.

Check box C if the person completing the certification and disclosure is doing so on behalf of an individual and/or entity whose contributions are attributable to the vendor.

Enter the full name of the person authorized to complete the certification and disclosure, the person's title or position, date and telephone number.

INFORMATION AND INSTRUCTIONS For Completing The “Two- Year Vendor Certification and Disclosure of Political Contributions” Forms

USEFUL DEFINITIONS FOR THE PURPOSES OF Ch. 51 and E.O. 117

- **“Vendor”** means the contracting entity.
- **“Business Entity”** means any natural or legal person, business corporation, professional services corporation, limited liability company, partnership, limited partnership, business trust, association or any other legal commercial entity organized under the laws of New Jersey or any other state or foreign jurisdiction. The definition also includes (i) if a business entity is a for-profit corporation, any officer of the corporation and any other person or business entity that owns or controls 10% or more of the stock of the corporation; (ii) if a business entity is a professional corporation, any shareholder or officer; (iii) if a business entity is a general partnership, limited partnership or limited liability partnership, any partner; (iv) if a business entity is a sole proprietorship, the proprietor; (v) if the business entity is any other form of entity organized under the laws of New Jersey or any other state or foreign jurisdiction, any principal, officer or partner thereof; (vi) any subsidiaries directly or indirectly controlled by the business entity; (vii) any political organization organized under 26 U.S.C.A. § 527 that is directly or indirectly controlled by the business entity, other than a candidate committee, election fund, or political party committee; and (viii) with respect to an individual who is included within the definition of “business entity,” that individual’s spouse or civil union partner and any child residing with that person.¹
- **“Officer”** means a president, vice-president with senior management responsibility, secretary, treasurer, chief executive officer, or chief financial officer of a corporation or any person routinely performing such functions for a corporation. Please note that officers of non-profit entities are excluded from this definition.
- **“Partner”** means one of two or more natural persons or other entities, including a corporation, who or which are joint owners of and carry on a business for profit, and which business is organized under the laws of this State or any other state or foreign jurisdiction, as a general partnership, limited partnership, limited liability partnership, limited liability company, limited partnership association, or other such form of business organization.
- **“Reportable Contributions”** are those contributions, including in-kind contributions, in excess of \$300.00 in the aggregate per election made to or received by a candidate committee, joint candidates committee, or political committee; or per calendar year made to or received by a political party committee, legislative leadership committee, or continuing political committee.
- **“In-kind Contribution”** means a contribution of goods or services received by a candidate committee, joint candidates committee, political committee, continuing political committee, political party committee, or legislative leadership committee, which contribution is paid for by a person or entity other than the recipient committee, but does not include services provided without compensation by an individual volunteering a part of or all of his or her time on behalf of a candidate or committee.
- **“Continuing Political Committee”** includes any group of two or more persons acting jointly, or any corporation, partnership, or any other incorporated or unincorporated association, including a political club, political action committee, civic association or other organization, which in any calendar year contributes or expects to contribute at least \$4,300 to aid or promote the candidacy of an individual, or the candidacies of individuals, for elective public office, or the passage or defeat of a public questions, and which may be expected to make contributions toward such aid or promotion or passage or defeat during a subsequent election, provided that the group, corporation, partnership, association or other organization has been determined by the Commission to be a continuing political committee in accordance with N.J.S.A. 19:44A-8(b).

¹ Contributions made by a spouse, civil union partner or resident child to a candidate for whom the contributor is eligible to vote or to a political party committee within whose jurisdiction the contributor resides are permitted.

INFORMATION AND INSTRUCTIONS

For Completing The “Two- Year Vendor Certification and Disclosure of Political Contributions” Forms

- **“Candidate Committee”** means a committee established by a candidate pursuant to N.J.S.A. 19:44A-9(a), for the purpose of receiving contributions and making expenditures.
- **“State Political Party Committee”** means a committee organized pursuant to N.J.S.A. 19:5-4.
- **“County Political Party Committee”** means a committee organized pursuant to N.J.S.A. 19:5-3.
- **“Municipal Political Party Committee”** means a committee organized pursuant to N.J.S.A. 19:5-2.
- **“Legislative Leadership Committee”** means a committee established, authorized to be established, or designated by the President of the Senate, the Minority Leader of the Senate, the Speaker of the General Assembly, or the Minority Leader of the General Assembly pursuant to N.J.S.A. 19:44A-10.1 for the purpose of receiving contributions and making expenditures.
- **“Political Party Committee”** means:
 1. The State committee of a political party, as organized pursuant to N.J.S.A. 19:5-4;
 2. Any county committee of a political party, as organized pursuant to N.J.S.A. 19:5-3; or
 3. Any municipal committee of a political party, as organized pursuant to N.J.S.A. 19:5-2.

Agency Submission of Forms

The agency should submit the completed and signed Two-Year Vendor Certification and Disclosure forms, together with a completed Ownership Disclosure form, either electronically to cd134@treas.state.nj.us or regular mail at Chapter 51 Review Unit, P.O. Box 039, 33 West State Street, 9th Floor, Trenton, NJ 08625. Original forms should remain with the Agency and copies should be sent to the Chapter 51 Review Unit.

Questions & Answers

Questions regarding the interpretation or application of Public Law 2005, Chapter 51 (N.J.S.A. 19:44A-20.13) or Executive Order 117 (2008) may be submitted electronically through the Division of Purchase and Property website at <http://www.state.nj.us/treasury/purchase/execorder134.htm>. Responses to previous questions are posted on the website, as well as additional reference materials and forms.

NOTE: *The Chapter 51 Q&A on the website **DOES NOT** address the expanded pay-to-play requirements imposed by Executive Order 117. The Chapter 51 Q&A are only applicable to contributions made prior to November 15, 2008. There is a separate, combined Chapter 51/E.O. 117 Q&A section dealing specifically with issues pertaining to contributions made after November 15, 2008, available at <http://www.state.nj.us/treasury/purchase/execorder134.htm#state>.*



State of New Jersey
Division of Purchase and Property
Two-Year Chapter 51 / Executive Order 117 Vendor Certification and
Disclosure of Political Contributions

For AGENCY USE ONLY

General Information

Solicitation, RFP or Contract No. _____ Award Amount _____

Description of Services _____

Agency Contact Information

Agency _____ Contact Person _____

Phone Number _____ Agency Email _____

Part 1: Vendor Information

Full Legal Business Name _____
(Including trade name if applicable)

Business Type

- ☐ Corporation ☐ Limited Partnership ☐ Professional Corporation ☐ General Partnership
☐ Limited Liability Company ☐ Sole Proprietorship ☐ Limited Liability Partnership

Address 1 _____ Address 2 _____

City _____ State _____ Zip _____ Phone _____

Vendor Email _____ Vendor FEIN _____

Part 2: Public Law 2005, Chapter 51/ Executive Order 117 (2008) Certification

I hereby certify as follows:

1. On or after October 15, 2004, neither the below-named entity nor any individual whose contributions are attributable to the entity pursuant to Executive Order 117 (2008) has solicited or made any contribution of money, pledge of contribution, including in-kind contributions, company or organization contributions, as set forth below that would bar the award of a contract to the vendor, pursuant to the terms of Executive Order 117 (2008).
 - a) **Within the preceding 18 months**, the below-named person or organization has not made a contribution to:
 - (i) Any candidate committee and/or election fund of any candidate for or holder of the public office of Governor or **Lieutenant Governor**,
 - (ii) Any State, county, **municipal** political party committee; OR
 - (iii) Any **legislative leadership committee**.
 - b) **During the term of office of the current Governor(s)**, the below-named person or organization has not made a contribution to:
 - (i) Any candidate, committee and/or election fund of the Governor or **Lieutenant Governor**, OR
 - (ii) Any State, county or **municipal** political party committee nominating such Governor in the election preceding the commencement of said Governor's term.
 - c) **Within the 18 months immediately prior to the first day of the term of office of the Governor(s)**, the below-named person or organization has not made a contribution to:
 - (i) Any candidate, committee and/or election fund of the Governor or **Lieutenant Governor**, OR
Any State, county, **municipal** political party committee of the political party nominating the successful gubernatorial candidate(s) in the last gubernatorial election.

PLEASE NOTE: Prior to November 15, 2008, the only disqualifying contributions include those made by the vendor or a principal owning or controlling more than 10 percent of the profits or assets of a business entity (or 10 percent of the stock in the case of a business entity that is a corporation for profit) to any candidate committee and/or election fund of the Governor or to any state or county political party within the preceding 18 months, during the term of office of the current Governor or within the 18 months immediately prior to the first day of the term of Office of Governor.

Part 3: Disclosure of Contributions Made

☐ Check this box if no reportable contributions have been made by the above-named business entity or individual.

Name of Recipient _____	Address of Recipient _____
Date of Contribution _____	Amount of Contribution _____
Type of Contribution (i.e. currency, check, loan, in-kind) _____	
Contributor Name _____	
Relationship of Contributor to the Vendor _____	
Contributor Address _____	
City _____	State _____ Zip _____

If this form is not being completed electronically, please attach pages for additional contributions as necessary. Otherwise click "Add a Contribution" to enter additional contributions.

Part 4: Certification

I have read the instructions accompanying this form prior to completing this certification on behalf of the above-named business entity. I certify that, to the best of my knowledge and belief, the foregoing statements by me are true. I am aware that if any of the statements are willfully false, I am subject to punishment.

I understand that this certification will be in effect for two (2) years from the date of approval, provided the ownership status does not change and/or additional contributions are not made. If there are any changes in the ownership of the entity or additional contributions are made, a new full set of documents are required to be completed and submitted. By submitting this Certification and Disclosure, the person or entity named herein acknowledges this continuing reporting responsibility and certifies that it will adhere to it.

(CHECK ONE BOX A, B or C)

- (A) ☐ I am certifying on behalf of the above-named business entity and all individuals and/or entities whose contributions are attributable to the entity pursuant to Executive Order 117 (2008).
- (B) ☐ I am certifying on behalf of the above-named business entity only.
- (C) ☐ I am certifying on behalf of an individual and/or entity whose contributions are attributable to the vendor.

Signed Name _____ Print Name _____

Phone Number _____ Date _____

Title/Position _____

Agency Submission of Forms

The agency should submit the completed and signed Two-Year Vendor Certification and Disclosure forms, together with a completed Ownership Disclosure form, either electronically to cd134@treas.state.nj.us, or regular mail at Chapter 51 Review Unit, P.O. Box 039, 33 West State Street, 9th Floor, Trenton, NJ 08625. The agency should save the forms locally and keep the original forms on file, and submit copies to the Chapter 51 Review Unit.

NON-COLLUSION AFFIDAVIT

Non-Collusion Affidavit

ATTENTION: THIS FORM MUST BE NOTARIZED

COMPLETE, SIGN, NOTARIZE AND RETURN THIS FORM WITH YOUR BID PROPOSAL. FAILURE TO DO SO WILL ELIMINATE YOUR PROPOSAL FROM CONSIDERATION.

STATE OF NEW JERSEY:

:SS

COUNTY OF:

I, _____ of _____ in the

County of _____ and the State of _____

of full age, being duly sworn according to law on my oath, depose and say, that:

I am, _____ of the Firm of _____,
(INSERT TITLE) (INSERT NAME OF FIRM)

The Bidder making the Proposal for the herein project, and that I executed the said Proposal with 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 Atlantic City Convention Center Authority, New Jersey Sports & Exposition Authority, Atlantic County Improvement Authority and SMG, Inc., rely 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 warrant that no requirement or commitment was made in reference to any political contribution to any party, person, or elected official and that no undisclosed benefits of any kind were promised to anyone connected with Atlantic City Convention Center Authority, New Jersey Sports & Exposition Authority, Atlantic County Improvement Authority, SMG, Inc., or any political party in reference hereto.

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 Bidder.

I further warrant and represent that I have never admitted, acknowledged or been convicted of payment of kickbacks or unlawful gifts to any government official or employee for which conduct the State of New Jersey deems me disqualified from doing business with the Atlantic City Convention Center Authority under such circumstances.

I also understand that the above disqualification does not apply to any vendor who cooperates with the prosecution and give supporting testimony on behalf of the prosecution in the course of a judicial inquiry.

Signature of Affiant (Bidder)

Print or Type Name of Affiant (Bidder)

Sworn to and subscribed before me _____
NOTARY PUBLIC SIGNATURE

This _____ day of _____ 20_____.

NOTARY SEAL

My Commission expires _____

The BIDDER understands that the Owner reserves the right to reject any or all bids, or to award in whole or in part, and to waive any informalities in the bidding.

The BIDDER agrees that this bid shall be good and may not be withdrawn for a period of 60 calendar days after the scheduled closing time for receiving bids.

The BIDDER certifies that it will comply with all applicable provisions of Chapter 127 (Affirmative Action) of the Laws of 1975, as amended, and will furnish any certifications or proofs required by the State Treasurer or other appropriate official.

I further certify that no officer or employee of the Atlantic City Convention Center Authority, The New Jersey Sports and Exposition Authority, The Atlantic County Improvement Authority and Spectacor Management Group, Inc., has any interest, direct or indirect, in this corporation or Partnership, or in this contract.

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

PROPOSAL FORMS WILL NOT BE ACCEPTED UNLESS SIGNED.

Upon receipt of notice of the acceptance of this bid, BIDDER will execute a formal contract.

DATE:_____ (Seal if bid is by a corporation)

NAME OF BIDDER:	
<i>PERSON, FIRM OR CORPORATION</i>	
BY: _____	
<i>SIGNATURE and TITLE</i>	
<i>PRINT OR TYPE NAME</i>	
STREET ADDRESS:	
MAILING ADDRESS:	
CITY CODE	STATE AND ZIP
AREA CODE AND TELEPHONE #	
()	
AREA CODE AND FAX #	
()	

AFFIRMATIVE ACTION LANGUAGE AND COMPLIANCE NOTICE

MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE
N.J.S.A. 10:5-31 et seq. 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 ensure that such applicants in recruitment and employment, 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 equal employment opportunity 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 where applicable agrees to make good faith efforts to afford equal employment opportunities to minority and women workers consistent with the Good faith efforts to meet targeted county employment goals established in accordance with **N.J.A.C. 17: 27-5.2**, or Good faith efforts to meet targeted 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 personal 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 targeted 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 Division of Public Contracts Equal Opportunity Compliance as may be requested by the Division 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 Division of Public Contracts Equal Employment Opportunity Compliance 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.

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 and agrees to furnish the required forms of evidence.

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

COMPANY: _____
SIGNATURE: _____

PRINT NAME: _____
TITLE: _____

DATE: _____

STOCKHOLDER DISCLOSURE CERTIFICATION

STOCKHOLDER DISCLOSURE CERTIFICATION
This Statement Shall Be Included with 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: _____

Subscribed and sworn before me this ____ day
of _____, 2 ____.

(Notary Public)

My Commission expires:

(Affiant)

(Print name & title of affiant)

(Corporate Seal)

ADDENDUM ACKNOWLEDGEMENT



**Project #ACCVA 08-09
Interactive Marketing Consultant**

The undersigned Bidder hereby acknowledges receipt of the following Addenda:

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

☐

No Addendum were received

Acknowledge for: _____
(Name of Bidder)

By: _____
(Signature of Authorized Representative)

Name: _____
(Print or Type)

Title: _____

Date: _____

AMERICANS WITH DISABILITIES ACT

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

The contractor and the _____ of _____, (hereafter "owner") do hereby agree that the provisions of Title 11 of the Americans With Disabilities Act of 1990 (the "Act") (42 U.S.C. S121 01 et seq.), which prohibits discrimination on the basis of disability by public entities in all services, programs, and activities provided or made available by public entities, and the rules and regulations promulgated pursuant there unto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the owner pursuant to this contract, the contractor agrees that the performance shall be in strict compliance with the Act. In the event that the contractor, its agents, servants, employees, or subcontractors violate or are alleged to have violated the Act during the performance of this contract, the contractor shall defend the owner in any action or administrative proceeding commenced pursuant to this Act. The contractor shall indemnify, protect, and save harmless the owner, its agents, servants, and employees from and against any and all suits, claims, losses, demands, or damages, of whatever kind or nature arising out of or claimed to arise out of the alleged violation. The contractor shall, at its own expense, appear, defend, and pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the owner's grievance procedure, the contractor agrees to abide by any decision of the owner which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the owner, or if the owner incurs any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the contractor shall satisfy and discharge the same at its own expense.

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

It is expressly agreed and understood that any approval by the owner of the services provided by the contractor pursuant to this contract will not relieve the contractor of the obligation to comply with the Act and to defend, indemnify, protect, and save harmless the owner pursuant to this paragraph.

It is further agreed and understood that the owner assumes no obligation to indemnify or save harmless the contractor, its agents, servants, employees and subcontractors for any claim which may arise out of their performance of this Agreement. Furthermore, the contractor expressly understands and agrees that the provisions of this indemnification clause shall in no way limit the contractor's obligations assumed in this Agreement, nor shall they be construed to relieve the contractor from any liability, nor preclude the owner from taking any other actions available to it under any other provisions of the Agreement or otherwise at law.

Signature: _____

Date: _____

Title: _____

BIDDER'S CHECKLIST



CHECKLIST

Required by owner	Submission Requirement	Initial each required entry and if required submit the item
☐	Stockholder Disclosure Certification	
☐	Non-Collusion Affidavit	
☐	Bid Proposal Form	
☐	References	
☐	Status of Present Contracts	Not applicable to this solicitation
☐	Equipment Certification	Not applicable to this solicitation
☐	Bid Guarantee (with Power of Attorney for full amount of Bid Bond)	Not applicable to this solicitation
☐	Public Works Contractor Certificate	Not applicable to this solicitation
☐	Consent of Surety (with Power of Attorney for full amount of Bid Price)	Not applicable to this solicitation
☐	Mandatory Affirmative Action Language	
☐	Prevailing Wage	Not applicable to this solicitation
☐	Americans with Disabilities Act of 1990 Language	
☐	New Jersey Business Registration Certificate	
	Executive Order 117 Disclosure & Certifications	