

CUMBERLAND COUNTY IMPROVEMENT AUTHORITY

2 North High Street
Millville, New Jersey 08322

BID SPECIFICATIONS FOR:

**FURNISHING FULL SERVICE MARKETING AND COMMUNICATION
SERVICES**

Bid Due: Tuesday, November 29, 2016 at 10:00 a.m.

Specification: 2017-16

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**ADVERTISEMENT AND NOTICE TO BIDDERS
CUMBERLAND COUNTY IMPROVEMENT AUTHORITY
STATE OF NEW JERSEY**

Sealed bids for the furnishing of Full Service Marketing and Communication Services to the Cumberland County Improvement Authority (“CCIA” or “Authority”) shall be received by the Cumberland County Improvement Authority, at its principal place of business located at 2 North High Street, Millville, New Jersey 08332, at the hour of 10:00 a.m. prevailing time, on November 29, 2016. Bids shall be opened and read aloud at the same location on November 29th at 2:30 p.m. Late bids shall be returned unopened. The CCIA reserves the right to accept any respondent as qualified, to reject any and all bids provided by respondents and to negotiate with any respondent.

Bids shall be made on the bid forms provided and in the manner prescribed. Bids shall be enclosed in a sealed enveloping bearing the legend on the front lower-left quadrant:

**Bid For: Furnishing of Full Service Marketing and Communication Services
Specification No.: 2017-16**

This bid is being solicited through a fair and open process in accordance with the requirements of N.J.S.A. 19:44A-20.4 *et seq.* (New Jersey Local Unit Pay-to-Play Law.)

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 (Affirmative Action Statute and Regulations.)

All bidders must comply with P.L. 1977, c. 33 and submit a Disclosure Statement listing stockholders with their submitted bid.

All bidders must provide a copy of their State of New Jersey Business Registration Certificate issued by the New Jersey Department of Treasury, along with copies of the State of New Jersey Business Registration Certificate of all sub-contractors, at the time their bid is submitted.

The Authority reserves the right to reject any or all bids as provided for in the instructions to bidders or otherwise.

Bid specifications may only be obtained from the Cumberland County Improvement Authority through its website, www.ccia-net.com.

CUMBERLAND COUNTY IMPROVEMENT AUTHORITY
GENERAL INSTRUCTIONS AND CONDITIONS

1. **Bid Submission:**

Bids shall be submitted on the Bid Form supplied herein. Bid Forms shall be returned in sealed envelopes addressed to:

Cumberland County Improvement Authority
2 North High Street
Millville, New Jersey 08332

The envelope shall be marked in the front lower-left quadrant as follows:

Bid For: Furnishing of Full Service Marketing and Communication Services
Specification No.: 2017-16

The Authority accepts no liability for bids opened in error due to the absence of such notation.

Submission must include one (1) original bid packet on paper, plus a full copy of the submission on CD or USB flash drive in PDF format. The Original shall be unbound with no staples, fastened by a clip on the upper left corner. Submissions must be made in the manner designated herein.

2. **Bid Security Required for this Bid:** Yes () No (X)

When required, a bid bond, cashier's check or certified check, payable to the Cumberland County Improvement Authority, for ten percent (10%) of the total amount of the bid (but not more than \$20,000.00) shall accompany each bid. It shall be subject to forfeit and retention by the Authority in lieu of other legal remedies should a successful bidder fail to execute a contract and provide a performance bond within ten (10) days after the Authority has tendered the award of the contract. The bid bond shall be in conformance with N.J.S.A. 40A:11-21.

3. **Performance Bond Required for this Bid:** Yes () No (X)

When a performance bond is specified, bidders shall include with their bid submission a surety company's certificate ("Consent of Surety") that said Surety Company shall provide a performance bond for one hundred percent (100%) of the total bid amount in the event that the bidder is awarded the contract ("Performance Bond"). The Consent of Surety shall be in conformance with N.J.S.A. 40A: 11-22.

The cost of the Performance Bond will not be paid as a separate item. The cost of the Performance Bond is to be included in the unit prices bid.

A successful bidder shall, within ten (10) days of its notice of award, execute the contract documents and furnish such Performance Bond in the total amount of the contract. Said bond

shall be that of an approved company in good standing and authorized to do business in the State of New Jersey. The Performance Bond shall be in conformance with N.J.S.A. 40A: 11-22.

A successful bidder may substitute a cashier's check or certified check payable to Cumberland County Improvement Authority in lieu of a Performance Bond.

4. **Public Disclosure:**

No corporation or partnership shall be awarded any contract nor shall any agreement be entered into for the performance of any work of the furnishing of any materials or supplies, the cost of which is to be paid with or out of any public funds, by the State, or any county, municipality or school district or any subsidiary or agency of the State, or of any county, municipality or school district, or by any authority, board or commission which exercise governmental functions, unless prior to the receipt of the bid or accompanying the bid, of said corporation or said partnership, there is submitted a statement setting forth the names and addresses of all stockholders in the corporation or partnership who own a ten percent (10%) or greater interest therein, as the case may be. If one or more such stockholder(s) or partners(s) is itself a corporation or a partnership, the stockholders holding ten percent (10%) or more of that corporation's stock, or the individual partners owning ten percent (10% or greater interest in that partnership, as the case may be, shall also be listed. The disclosure shall be continued until names and addresses of every noncorporate stockholder, and individual partner, exceeding the ten percent (10%) ownership established in this act, has been listed. N.J.S.A. 52:25-24.2. Failure to provide this information shall be cause for disqualification of a bidder.

5. **Interpretation of Specifications:**

Should a discrepancy be discovered in the specifications, it must be brought in writing to the attention of the Cumberland County Improvement Authority immediately.

All explanations, interpretations and instructions will be by written addenda, bulletin, etc., issued by the Cumberland County Improvement Authority to all bid holders.

6. **Award:**

The Cumberland County Improvement Authority may award the contract to the lowest responsible bidder meeting all of the specifications and requirements of the bid, based upon the total lowest lump sum price for the contract.

7. **Qualification of Bidders:**

Bidders agree that submission of a bid shall serve as evidence that the bidder has fully examined and understands the specifications.

It is understood that a bidder submitting a bid must accept the terms and conditions contained within the specification.

8. **Exceptions to Specifications:**

Exceptions, if any, to the bid specifications shall be noted on the Bid Form. If exceptions are taken, the bidder shall furnish documentation to substantiate equality with the specified items. The burden of proof shall be on the entity submitting the bid. The Cumberland County Improvement Authority or its designated representative shall be the sole judge as to the equality of items bid to the specifications.

9. **Equivalents:**

The use of a manufacturer's brand name and/or model number in this specification is intended to be a guide for the minimum acceptable standard. Any bidder proposing items other than those stated shall state the brand name and/or model number of the item on the proposal page.

It shall be the bidder's responsibility to provide information to the Cumberland County Improvement Authority that the stated items are equal to or better than those required by this specification. Specification literature, fact sheets, etc. shall be part of the bidder's proposal to be reviewed. The Authority or its designated representative shall be the sole judge as to the equality of items bid to the specifications. Failure to adhere to this requirement may be cause for rejection of the bid.

10. **Time for Making Award:**

The Cumberland County Improvement Authority shall make contract awards or reject all bids within sixty (60) days after bid opening.

11. **Indemnification:**

Contractor responding to this RFQ ("Indemnifying Party") agrees that it shall indemnify and hold harmless the other Party and any director, officer, affiliate, partner, member or elected or appointed official of the other Party ("Indemnified Party") from and against any and all claims, actions, suits, judgments, proceedings, liabilities, obligations, losses, and damages, amounts paid in settlement, interest, costs and expenses (including reasonable attorneys' fees), penalties (civil, criminal or administrative), court costs and other out-of-pocket expenses incurred in investigating, preparing or defending the foregoing) relating to or arising from personal injury, bodily harm or death, property damage or damage to the environment ("Losses") incurred or suffered by any Indemnified Party to the extent that such Losses arise by reason of, or result from (i) the material breach or inaccuracy of any representation or warranty of the Indemnifying Party contained in the RFQ and/or any and all agreements entered into with the CCIA; (ii) the material breach by the Indemnifying Party of any of its covenants or agreements contained in the RFQ and/or any and all agreements entered into with the CCIA; or (iii) the gross negligence or willful misconduct of the Indemnifying Party or any of its agents, employees or subcontractors, to the extent not waived by the other Party, in each case.

The indemnification obligations of Indemnifying Party under this Section shall inure to the benefit of the directors, officers, affiliates, employees and elected or appointed officials of the Indemnified Party; and shall survive expiration or early termination of any agreement entered into with the CCIA.

12. **Insurance:**

The Contractor shall purchase and maintain the following insurance coverage which will insure against claims which may arise out of or result from the Contractor's operations under the Contract and for which the Contractor may be legally liable, whether such operations be by the Contractor or by a Subcontractor or anyone directly or indirectly employed by any of them, or by anyone for whose acts of them may be liable. Insurance shall be written for not less than the limits specified below or required by law, whichever may be greater.

Commercial general liability insurance or its equivalent for bodily injury, personal injury and property damage including loss of use, with minimum limits of:

- \$1,000,000 each occurrence;
- \$1,000,000 personal and advertising injury;
- \$3,000,000 general aggregate per project;
- \$3,000,000 products/completed operations aggregate;

This insurance shall include:

- Liability arising from premises and operations;
- Liability arising from the actions of independent contractors;
- Liability arising from products and completed operations with such coverage to be maintained for two (2) years after completion of the Work; and
- Contractual liability including protection for the Contractor from bodily injury and/or property damage claims arising out of liability assumed under this Contract.

Business auto liability insurance or its equivalent with a minimum limit of \$1,000,000 per accident including coverage for all of the following:

- Liability arising out of the ownership, maintenance or use of any auto whether owned, hired/leased or non-owned:
 - Automobile contractual liability; and
 - Endorsed to include pollution coverage resulting from auto.

Workers' Compensation insurance or its equivalent with statutory benefits as required by any State or Federal law, including "other states" coverage: employer's liability insurance with minimum limits of:

- \$500,000 each accident for bodily injury by accident;

- \$500,000 each employee for bodily injury by disease; and
- \$500,000 policy limit for bodily injury by disease

Professional Liability insurance or its equivalent with a minimum limit of \$1,000,000 per claim.

Cumberland County Improvement Authority, its elected and appointed officials, officers, consultants, agents, employees and assigns as well as its contracted architects and engineers shall be named as additional insureds on the Contractor's and all Subcontractors commercial general liability insurance policies with respects to liability arising out of the Contractor's products, installation, and/or services provided under this Contract.

The Contractor shall not commence work until the Contractor has obtained at the Contractor's own expense all of the insurance required hereunder and such insurance has been provided to the Owner; nor shall the Contractor allow any subcontractor to commence work until all insurance required of the Subcontractor has been so obtained and approved by the Owner and the Contractor and Subcontractors shall submit to the Owner certificates of insurance signed by authorized representatives of the insurers, or at the Owner's request, certified copies of the required insurance policies.

All required insurance coverages must be underwritten by insurers authorized to do business in the State of New Jersey and acceptable to the Owner. All commercial insurers must have an A.M. Best Company financial strength rating of "A" / VII or better unless the Owner grants an exception.

The Contractor shall provide 30 days written notice to the Owner if any policy is cancelled, non-renewal or coverage is amended to reduce coverage.

No acceptance and/or approval of any insurance by the Owner shall be construed as relieving or excusing the Contractor or the Contractor's Surety from an obligation imposed upon either or both of them by the provisions of this contract.

Insurance as required hereunder shall be in force throughout the term of the Contract and for two (2) years after final acceptance of the Project by Owner (except for contractor's pollution liability which must be in forced for three (3) years after final acceptance.

If the Owner is damaged by the failure or neglect of the Contractor to purchase and maintain insurance as described and required herein, without so notifying the Owner, then the Contractor shall bear all cost properly attributable thereto.

Insurance provided by any Contractor and Subcontractors to the Owner and Owner's elected and appointed officials, officers, consultants, agents and employees as specified herein shall be primary, and any other insurance, self-insurance, coverage or indemnity available to the Owner and Owner's elected and appointed officials, officers, consultants, agents and employees shall be excess of and non-contributory with insurance or self-insurance provided to the Owner

and Owner's elected and appointed officials, officers, consultants, agents and employees as specified herein.

All Certificates of Insurance shall be submitted when required by the Contract Documents but in no event later than the commencement of the Work. Certificates of Insurance shall be subject to review by the owner and shall show the Certificate Holder as follows:

Cumberland County Improvement Authority
2 North High Street
Millville, NJ 08332

13. **Prices:**

Carelessness in quoting prices or in preparation of a bid will not relieve the bidder of the responsibility for the accuracy of the bid. Bid prices shall be F.O.B. destination and net, with all discounts deducted except the cash discount for prompt payment of invoice, if offered.

14. **Withdrawal of Bid:**

A written request for the withdrawal of a bid will be granted if received by the Cumberland County Improvement Authority before any bids have been opened.

15. **Taxes:**

The Cumberland County Improvement Authority is exempt from all Federal and State Taxes.

16. **Affirmative Action:**

If awarded a contract, the successful bidder shall be required to comply with the requirements of N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27-3.4 and -3.6. The following is required regulatory text:

EXHIBIT A

MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE

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

N.J.A.C. 17:27

GOODS, PROFESSIONAL SERVICE AND GENERAL SERVICE CONTRACTS

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

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression,

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

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

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

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

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

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

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

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

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

Letter of Federal Affirmative Action Plan Approval

Certificate of Employee Information Report

Employee Information Report Form AA302

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

17. **Americans With Disabilities Act of 1990:**

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

**AMERICANS WITH DISABILITIES ACT OF 1990
Equal Opportunity for Individuals with Disabilities**

The contractor and the Cumberland County Improvement Authority (hereinafter "owner") do hereby agree that the provisions of Title II 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 even that 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 form 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 to 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 obligations 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 claims 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.

18. **Disclosure of Contributions to New Jersey Election Law Enforcement Commission:**

Bidders are hereby advised of the responsibility to file an annual disclosure statement of political contributions with the New Jersey Election Law Enforcement Commission ("ELEC") pursuant to N.J.S.A. 19:44A-20.13 (P.L. 2005, c.271, s.3) if the bidder receives contracts in excess of \$50,000.00 from public entities in a calendar year. It is the responsibility of the bidder to determine if such filing is necessary. Additional information on this requirement is available from the ELEC at 1 (888) 313 - 3532 or at www.elec.state.nj.us.

19. **Proof of Business Registration:**

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

subcontractors that knowingly provide goods or perform services to a contractor fulfilling this contract:

1. The contractor shall provide written notice to its subcontractors and suppliers to submit proof of business registration to the contractor;
2. Prior to receipt of final payment from a contracting agency, a contractor must submit to the contracting agency an accurate list of all subcontractors or attest that none was used; and
3. During the term of this contract, the contractor and its affiliates shall collect and remit, and shall notify all subcontractors and their affiliates that they must collect and remit to the Director, New Jersey Division of Taxation, the use tax due pursuant to the Sales and Use 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 \$25.00 for each day of violation, not to exceed \$50,000.00 for each business registration not properly provided or maintained under a contract with a contracting agency. Information on the law and its requirements is available by calling (609) 292 – 1730.

20. **Questions:**

Questions concerning this bid invitation may be directed to the Cumberland County Improvement Authority via email to James Watson via email at jwatson@ccia-net.com. The Subject Line shall read: “Furnishing Full Service Marketing and Communication Services for CCIA, RFP No. 2017-16.” All questions must be received forty-eight (48) hours prior to Bid Opening.

21. **Items Bid:**

No bidder will be allowed to offer more than one price on each item even though the bidder believes it has two or more types and/or products that will meet the specifications. A bidder must determine for itself which type and/or product to offer. If a bidder should submit more than one price on any item, all prices for said item shall be rejected and such provision of multiple prices may result in the rejection of the bid.

22. **Late or Lost Bids:**

The Cumberland County Improvement Authority accepts no liability for bids not opened due to lateness or being lost in transit.

The bidder should pay particular attention to the bid checklist attached, given that it delineates the items that must be returned to the Cumberland County Improvement Authority to constitute a valid bid.

23. **Codes and Regulations:**

The services furnished as part of this bid shall meet all applicable regulatory requirements pertaining to the service, including but not limited to all Federal, State and Local laws and regulations and any applicable Occupational Safety and Health Administration (“OSHA”) requirements.

24. **Owner’s Rights:**

The Cumberland County Improvement Authority reserves the right to accept or reject any and all bids, or parts thereof, and to award this bid to the vendor that is determined to serve the best interests of the Cumberland County Improvement Authority.

25. **Rejection of Bids:**

Any bid which is incomplete, obscure, conditioned or contains irregularities of any kind may be rejected. Alterations of any pages or erasures may be cause for rejection. A bid and bid bonds and surety which is not signed or properly signed and executed by the proper officers or officials of the proposer may be rejected. Failure to complete the specification detailed data pages may be cause for rejection.

26. **Contract Period:**

The Agreement shall be for a term of one (1) year, beginning on January 1, 2017 and ending December 31, 2017.

27. **Payments:**

Payment shall be made to the contractor after receipt of an invoice along with a properly executed voucher and upon inspection and acceptance of the service by an authorized representative of the Cumberland County Improvement Authority and approval of the Treasurer of the Cumberland County Improvement Authority.

28. **Subcontractors:**

The use of subcontractors in the performance of any part of the contract is prohibited except by prior written acceptance and approval by the Cumberland County Improvement Authority. Any subcontractors anticipated to be utilized during the performance of the contract are to be identified at the time of proposal submission.

TECHNICAL SPECIFICATIONS FOR
Furnishing Full Service Marketing and Communication Services

The Cumberland County Improvement Authority in New Jersey is seeking proposals from established companies to provide an extensive complement of new and traditional public communication services. A full-service marketing and communications company is sought to provide professional services to promote a stronger awareness of the collective advancements pertaining to economic development and environmental improvement in Cumberland County so that virtually all internal and external audiences can be reached and ultimately engaged. These professional communications and marketing services are needed to educate existing commerce and residential stakeholders as well as potential commerce and residential stakeholders about the activities of the Cumberland County Improvement Authority. They are also required to promote those advancements taking place in the County that have a direct impact on both the CCIA's overall mission and, most importantly, to produce new business leads for follow-up.

The company selected for these purposes will be required to meet with CCIA officials and related advocates a minimum of 48 hours during the first 90 days of the contract (four hours a week) for purposes of developing a strategic communications plan to result in:

- Positive positioning of the County on local, regional and national levels
- Highlight CCIA Contributions, Partnerships and Impact to County Entities and Residents
- Elevating community awareness and optimism regarding economic and environmental advancements
- Dramatically increasing local, regional and national awareness and interest in the business growth opportunities within Cumberland County
- Assist with Business Retention and Attraction activities

Primary objectives:

Plan and Promote brand and brand awareness and marketing strategies, consistent with specifications provided by Cumberland County Improvement Authority officers and their designees, regarding the County's progress and achievements in economic development and environmental stewardship that result in consistent and effective messaging:

The company will work with CCIA leaders to identify projects and events that need to be communicated, research target audiences and then recommend strategic plans for effectively reaching and engaging them. In addition to the relevant information provided by the County, the company will research the information and related issues to compose and compile factual, timely and innovative content that educates the public on these matters. Final planning and key content will be approved by CCIA officials before formatting services for public relations purposes are rendered.

Develop accurate and appealing content about these advancements (with the CCIA maintaining full content approval and control) for formatting that is easily transferrable for electronic and print communications and available for internal CCIA use:

To communicate to the public using new and traditional media, the company will be charged with presenting the content through several mediums including video recordings, news announcements, discussion papers, authored or op-ed pieces and various printed materials so that the County's progress can be communicated via multiple platforms. Web applications must begin with the ccia-net and Cumberlandyeyes websites and span the Internet touching all key platforms within, in particular, social media. The launch and management of this function is required to be outlined in the bidders' proposal. Key communications and marketing must also be accomplished using broadcast and print media at the local level and when warranted, at regional and national levels.

The company will be responsible for proposing and executing formatting strategies that produce widespread interest and appeal while demonstrating efficiencies in the entire marketing and communications process.

Adequately distribute and execute the delivery of the formatted messages through a complete list of mediums including the far-reaching use of the Internet as well as radio, television and news print:

To be effective at reaching a large population of internal and external stakeholders, the communications company retained for these purposes must have proven expertise and strong access to a variety of mediums including but not limited to Internet marketing, including social media, and news media in addition to broadcast mediums. The company will work with Cumberland County Improvement Authority leaders to robustly and effectively distribute approved content and formats for public relations purposes. News announcements, video reports and programs, stock and produced images, and other content deliverables will all be used to communicate on multiple, strategic platforms. Application to all platforms must be managed by the company for optimum engagement by the internal and external stakeholders of Cumberland County.

Key responsibilities:

- *Strategic planning* – Consulting or collaborating with Cumberland County Improvement Authority leaders on a communications strategic plan is crucial to support the CCIA's immediate and long-term goals, namely positioning the County and the CCIA as leaders in economic development and environmental stewardship.

- *Project Development* – The selected company will provide marketing support to Cumberland County Improvement Authority Leaders to ensure all communications regarding new projects and related information, logos, materials, advertising, etc., are consistent with the County’s brand and objectives.
- *Public Relations* – The communications management of special public and news events from the planning to the post-event evaluation stage will be provided so that all tangible and intangible messaging attracts and engages targeted audiences.
- *Professional Communications Support* – Additional marketing assignments for relative projects governed directly by the CCIA or impacting its objectives will be needed. The company will serve the overall branding and marketing objectives of the Cumberland County Improvement Authority by ensuring all events or projects that align with or advocate Cumberland County are consistent with the County’s standards and image.
- *Business Attraction*- Coordinate and develop, along with the CCIA a business marketing and attraction plan to recruit businesses in the areas of food processing, advanced manufacturing and health services sectors.

Scope of work to achieve the above responsibilities and objectives will involve:

- Marketing
- Brand Management
- Copy Writing & Reporting
- Graphic Design & Photography
- High-definition Video
- Audio Recording
- Media Relations Management and Training
- Social Media Management
- Electronic Communication Management
- Advertising Design & Placement
- New Business Lead Generation

Specific communication requirements or tasks covering multi-media channels include but are not limited to the following:

1. **Public Relations** for special events to include news or press announcements that ensure an organized and effective communications plan for up to six (6) events annually including:
 - a. Identifying and notifying target Media Reps

- b. Following-up on planned media interest and attendance
- c. Six (6) press or news announcements for distribution at the event
- d. Assisting Media Reps attending the Event
- e. Provide 6 E-Newsletters annually

Printed and electronic materials for special events may vary with the importance of the event and each may require the production and distribution of announcements, invitations, etc., as well as the researching, compiling and preparation of detailed media kits. The CCIA will authorize such work on a separate and individual basis.

2. **Media Relations** including traditional news announcements with images and/or video (at least 10 annually) to strengthen Cumberland County's ability to communicate its accomplishments to the public. This will assume the following:

- a. Research and organization of a complete media and trade outlets database to ensure communication and relations with electronic and print media that reach CCIA's target audiences.
- b. Distribution of all approved content to traditional local, and when warranted, to regional and national media sources as well as related civic and other memberships and organizations
- c. Dissemination robustly on the Web through CCIA/Cumberland's websites (posting on the website will be the responsibility of the CCIA with assistance from the webmaster), affiliate websites, social media in addition to local, regional and national news outlets
- d. Review and provide direction for website development, enhancements and updates with internal maintenance by the CCIA and marketing team assistance
- e. Solicit and achieve at least two state-wide media exposures (annually) geared toward attaining positive national attention.
- f. Media training as needed for County officials and advocates.

3. **Social Media Management** including 24/7 dialoging strategies to ensure a strong Cumberland County social media presence including up to seven (7) posts per week. Other work and capability specifications include:

- a. Determine and define the CCIA's target social media audience
- b. Establish effective social platforms to reach those targets
- c. Plan most appropriate strategy for engaging the audience
- d. Actively monitor social mentions across multiple platforms
- e. Prove ability to move fluidly into new platforms, if needed
- f. Curate original content while working in collaboration with traditional media, such as video, to provide supplemental content
- g. Produce monthly analytics reporting on growth, sentiment and analysis

- h. Evaluate and recommend effective social media advertising purchases that integrate with overall brand and marketing strategies
4. **Electronic Communications Management** is needed to further reach existing and potential stakeholders, the CCIA would like email services brought into this proposal that would include up to six (6) email blasts annually and the following:
- a. Coordination of timely and appropriate messages to be disseminated in tandem with strategic scheduling.
5. **Advertising and Promotions** including ads, fliers and other materials and images are needed for communicating CCIA related news and events. A minimum of six (8) graphic design or advertising design projects annually will be required and include:
- a. Research and collaboration with CCIA officials to determine the target audience and content required for the communication
 - b. Coordination and proper placement of advertising messages based on the target market desired to be reached
 - c. Develop new and innovative ways and methods to help communicate the CCIA brand and message
 - d. Graphic design concepts consistently branded with messages and art that relate to the agency's long-term objectives
 - e. All required files of approved images and art in formats consistent with printing or publishing plans and initiatives.

Printing and distribution costs will be considered separate expense items and will be dependent on the specifications and plans for each design initiative.

Other Proposal Conditions:

All formatting and finished products will be the property of the Cumberland County Improvement Authority and as such the County Economic Development Director or a County designee will have final authority over distribution format and frequency. All communication and marketing work performed under the guise of the selected company will be funded solely by the Cumberland County Improvement Authority. Only with the consent of the County Economic Development Director or a County designee can any tangible or intangible communication that is property of the CCIA be considered for sponsorship funds or arrangements.

Locations for the commencement and execution of each scope of work should be highlighted in submitted proposals as economies of scale and convenience are a huge consideration of the CCIA and its staff. Accessibility will also be a key factor in the selection process along with a proven ability in all areas mentioned in the RFP.

The company must also outline its accessibility and availability for urgent and unscheduled meetings to handle situations which warrant more rapid communications.

All bidders shall provide hourly, daily and/or monthly rates or other fee structures for the professional services listed within this Request for Proposals.

In submitting a proposal, all communications companies will substantiate their history in Cumberland County as well as their understanding of the county's economic development mission. In addition, they will indicate how each of the listed expectations would be met and or exceeded. This is a competitive bid situation and the CCIA will make a choice of vendor based on perceived value of the proposal and the perceived ability of the vendor to deliver the product that is envisioned by the CCIA.

Term of Agreement:

The Agreement shall be for a term of one (1) year, beginning January 1, 2017 and ending December 31, 2017.

BID DOCUMENT SUBMISSION CHECKLIST

Furnishing of Full Marketing and Communication Services
Cumberland County Improvement Authority

Failure to submit each of the following documents is a mandatory cause for the rejection of bid (N.J.S.A. 40A:11-23.2).

Required With Submission of Bid (Owner's Checkmarks)	Initial Each Item Submitted With Bid (Bidder's Initials)
<input type="checkbox"/> A bid guarantee as required by <u>N.J.S.A. 40A:11-21</u> .	
<input type="checkbox"/> A certificate from a surety company, pursuant to <u>N.J.S.A. 40A:11-22</u> .	
<input checked="" type="checkbox"/> A statement of corporate ownership, pursuant to <u>N.J.S.A. 52:25-24.2</u> .	
<input checked="" type="checkbox"/> If applicable, Bidder's acknowledgment of receipt of any notice(s) or revision(s) or addenda to an advertisement, specifications, or bid document(s).	
<input checked="" type="checkbox"/> Copies of Treasury Business Registration Certificates for all listed Contractors, Subcontractors and Suppliers.	

Failure to submit the following documents may be a cause for the bid to be rejected (N.J.S.A. 40A:11-23.1b).

Required With Submission of Bid (Owner's Checkmarks)	Initial Each Item Submitted With Bid (Bidder's Initials)
<input checked="" type="checkbox"/> Certification of Affirmative Action Compliance Notice	
<input checked="" type="checkbox"/> Submission of a Non-Collusion Affidavit (this form must be notarized).	
<input type="checkbox"/> Copies of General Contractor Licenses issued by the State of New Jersey, Department of Law and Public Safety, Division of Consumer Affairs.	

SIGNATURE: The undersigned hereby acknowledges and has submitted the above-listed requirements.

Name of Bidder: _____

By Authorized Representative

Signature: _____

Print Name and Title: _____

Date: _____

ADDENDA ACKNOWLEDGMENT

Furnishing of Full Marketing and Communication Services
Cumberland County Improvement Authority

FAILURE TO COMPLETE AND SUBMIT THIS ADDENDA ACKNOWLEDGMENT WITH BID WILL RESULT IN AUTOMATIC REJECTION OF THE BID.

Pursuant to N.J.S.A. 40A:11-23.1a, the undersigned bidder hereby acknowledges receipt of the following notices, revisions or addenda to the bid advertisement, specifications or bid documents. By indicating date of receipt, Bidder acknowledges the submitted bid takes into account the provisions of the notice, revision, or addendum. Note that the local unit’s record of notice to bidders shall take precedence and that failure to include provisions of changes in a bid proposal may subject the bid to rejection by the Authority.

Local Unit Reference Number or Title Addendum/Revision		How Received (mail, fax, pick-up, etc.)		Date Received

No addenda were received:

Acknowledgment of Bidder:

Name of Bidder: _____

By Authorized Representative

Signature: _____

Print Name and Title: _____

Date: _____

LIST OF SUBCONTRACTORS

Furnishing of Full Marketing and Communication Services
Cumberland County Improvement Authority

All subcontractors who will perform work on this project must be listed below or the bid will be considered non-responsive.

Single prime contracting bids, Bidders that propose using more than one subcontractor for any of the specialized “sub-prime” contractors, must submit a certificate with their bids listing each subcontractor named in the bid for that category of work. Note, Mechanical/Plumbing and Electrical installation, repair and maintenance services are provided by Cumberland County Improvement Authority.

Name

Business Street Address

Category of Work

Name

Business Street Address

Category of Work

Name

Business Street Address

Category of Work

Attach additional sheets as necessary. Number of additional sheets ____.

THE CUMBERLAND COUNTY IMPROVEMENT AUTHORITY
BID DOCUMENT
PROPOSAL PAGE

Submitted by: _____
Vendor's Name

This proposal is submitted in accordance with the bid proposal for the following project.

Furnishing of Full Marketing and Communication Services

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

Amount in words

\$ _____
Amount in numbers

Company Name

Federal I.D. # or Social Security #

Address

Signature of Authorized Agent

Type or Print Name

Title: _____

Telephone Number

Date

Fax Number

E-mail address

The Agreement shall be for a term of one (1) year, beginning January 1, 2017 and ending December 31, 2017.

After having carefully examined and reviewed the Bid Advertisement, Bidding Instructions, Scope of Work, Technical Specifications, and all addenda, bulletins etc., we the undersigned hereby agree to furnish Full Marketing and Communication Services, upon request of the Cumberland County Improvement Authority, to the Cumberland County Improvement Authority, all in strict accordance with the specifications for the following prices:

A. Hourly Rates:

All of the yearly rates must be numerically filled in. If no rate is provided, then the Bidder shall be found unresponsive.

Labor Rates	Regular	Overtime	Holiday	Weekend	Emergency Response Rate
Foreman/Senior Staff					
Journeyman/Associates					
Apprentice					
TOTAL Price Per Hour					

* Labor rates include benefits, insurance, unemployment, O/P, etc.

List holidays observed by firm: _____

 _____.

B. Materials:

Contractor's Price for Materials Plus _____ % markup.

C. Equipment Costs:

List all additional equipment along with rate/charge that is necessary to fulfill this contract. **If these items and rates are not listed, the contractor will not be paid for work.** Example of equipment that shall be listed: High-Lifts, Boom Trucks, Compressors, Fork-lifts, etc.

Attach additional sheets as necessary. Number of additional sheets ____.

D. Specialized Labor:

List all additional specialized staff/personnel along with their rate/charge that is necessary to fulfill this contract. **If their rates are not listed, the contractor will not be paid for work.** Example of staff/personnel that shall be listed: Estimators, Truck Drivers, Equipment Operators, etc.

Attach additional sheets as necessary. Number of additional sheets ____.

BID SUBMITTED BY:

Company Name: _____

Company Address: _____

Contact Person: _____

Phone Number: _____

Prepared by: _____ Date _____.

Signature

STOCKHOLDER DISCLOSURE CERTIFICATION

This Statement Shall Be Included with Bid Submission

Name of Business: _____

- I certify that the list below contains the names and home addresses of all stockholders holding ten percent (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.

If a corporation owns all or part of the stock of the corporation or partnership submitting the bid, then the statement shall include a list of the stockholders who own ten percent (10%) or more of the stock of any class of that owning corporation. If no one owns ten percent (10%) or more stock, attest to that.

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:

Please attach additional sheets as may be required. Number of additional sheets ____.

Subscribed and sworn before me this ____ day of _____, 20____.

(Notary Public)

(Affiant)

(Print name & title of affiant)

My Commission expires:

(Corporate Seal)

NOTE: NO BID WILL BE AWARDED UNLESS THE ABOVE STATUTE IS COMPLIED WITH.

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: _____

CUMBERLAND COUNTY IMPROVEMENT AUTHORITY

Furnishing of Full Service Marketing and Communication Services
Cumberland County Improvement Authority

NON-COLLUSION CERTIFICATE

The undersigned Bidder hereby specifically certifies that, to the best of his knowledge and belief, the annexed bid proposal for the above named project has not been prepared in collusion with any other bidder or like item or service and that the prices, discounts, terms and conditions thereof have not been directly or indirectly communicated by or on behalf of said bidder so any such person other than the recipient of such bid and will not be communicated to any such person prior to the official opening of said bid.

Bidder fully understands that no premiums, rebates or gratuities are permitted either with, prior to, or after signing of contract. Any such violation will result in the cancellation and the removal from the bid list.

Undersigned bidder further certifies that he has the necessary authority to sign this stipulation stating he has not entered into any agreement or otherwise taken any action in restraint of free competitive bidding in connection with the above named project.

This certification may be treated for all purposes as a sworn statement made under oath as equivalent affirmative and subject to the provisions of N.J.S.A. 2C:23-1 through N.J.S.A. 2C:23-3, inclusive, and relevant sequential sections, and if applicable, 13 U.S.C. 1001, *et seq.*

Signature: _____

Name: _____

Please Print

Title: _____

Company: _____

Date: _____, 20_____