



**THE GREATER WILDWOODS TOURISM
IMPROVEMENT & DEVELOPMENT AUTHORITY**

BID INFORMATION PACKET

**CONTRACT FOR THE FURNISHING OF
MULTI-COLOR PRINTED BROCHURES
FOR 2010 CALENDAR OF EVENTS**

NOTICE TO BIDDERS

THE GREATER WILDWOODS TOURISM IMPROVEMENT AND DEVELOPMENT AUTHORITY

Notice is hereby given by The Greater Wildwoods Tourism Improvement and Development Authority that sealed bids for the furnishing of Multi-Color Printed Brochures for the 2010 Calendar of Events will be received, opened and read aloud in public, by the Greater Wildwoods Tourism Improvement and Development Authority, in the Executive Board Room of the Wildwoods Convention Center, 4501 Boardwalk, Wildwood, New Jersey 08260, on Tuesday, November 10, 2009 at 2:00 p.m., prevailing time.

Specifications and bid forms for this proposed undertaking are on file in the Administrative Offices at the Wildwoods Convention Center, 4501 Boardwalk, Wildwood, New Jersey 08260, and copies of the same may be obtained by all prospective bidders during regular business hours at said location.

Bidders shall comply with the requirements of P.L. 1975, c. 127 (Affirmative Action) and P.L. 1977, c. 33 (Partner / Stockholder Certification). Bids shall not be received and shall not be accepted either before or after the time designated herein for their receipt.

Bids shall be enclosed in sealed envelopes bearing the name and address of the bidder with the notation: "Bid for Furnishing of Multi-Color Printed Brochures for 2010 Calendar of Events to GWTIDA"

Arleen Franco, Chairperson

Two (2) Times
Wednesday, October 21, 2009
Wednesday, October 28, 2009

**THE GREATER WILDWOODS TOURISM IMPROVEMENT
AND DEVELOPMENT AUTHORITY**

**INVITATION TO BID, INSTRUCTIONS TO BIDDERS,
SPECIFICATIONS AND BID FORMS**

INVITATION TO BID

Sealed bids will be received by the Purchasing Agent of the Greater Wildwoods Tourism Improvement and Development Authority (“Authority”) on November 10, 2009 at 2:00p.m., at the Administrative Offices, Wildwoods Convention Center, Executive Board Room, 4501 Boardwalk, Wildwood, New Jersey 08260, at which time and place the bids shall be publicly opened and read aloud for:

THE FURNISHING OF MULTI-COLOR PRINTED BROCHURES

A. GENERAL INSTRUCTIONS TO BIDDERS

1. Bid shall be submitted in a clearly marked sealed envelope, plainly marked on the outside as follows: Bidder’s Name and Address, and “Bid for Furnishing of Multi-Color Printed Brochures for 2010 Calendar of Events to GWTIDA.”
2. **The Disclosure Statement** (Public Law 1977, Chapter 33) attached to the specifications must be filled in completely. **Failure to do so shall result in automatic rejection of bid.**
3. **The Non-Collusion Certification** attached to the specifications must be filled in completely.
4. **Affirmative Action Notice** must be completed to comply with the requirement of Public Law 1975, Chapter 127, Affirmative Action Regulations and N.J.A.C. 17:27.
5. **Business Registration Certificate** must be enclosed with the bid. Failure to provide this will result in automatic rejection of the bid.
6. Bids will be received only on the bidding forms attached to this specification or a true copy thereof with all notations to be done in ink or typed and signatures must be done in ink. **ONLY ORIGINAL SIGNATURES WILL BE ACCEPTABLE. RUBBER STAMPS, COMPUTER GENERATED SIGNATURES, COPIER GENERATED SIGNATURES OR ANY OTHER ARTIFICIAL SIGNATURES SHALL NOT BE ACCEPTABLE AND SHALL BE REASON FOR REJECTION.**

7. Bids must be accompanied by a **Certified Check, Cashier's Check or Bid Bond** payable to the order of the "Greater Wildwoods Tourism Improvement and Development Authority" in the sum of not less than ten (10) percent of the amount of the bid for three hundred fifty thousand (350,000) brochures except that no security shall be in excess of \$20,000.00.
8. Prices quoted in all proposals shall be delivered prices, F.O.B. destination, freight prepaid.
9. The Authority is exempt from all taxes, including Federal Excise Tax, Transportation Taxes, State Excise and Sales Tax, and local taxes.
10. Bid prices are to remain firm for a period of not less than ninety (90) days to allow the Authority to determine the lowest responsible bid that shall most economically serve the intentions of this bid.
11. No bidder shall be allowed to offer more than one price on each item even though he/she may feel that he/she has two or more types or styles that will meet specifications. Bidders must determine for themselves which to offer. If said bidder should submit more than one price on any item, all prices for the item shall be rejected.
12. It is understood and agreed that all prices quoted are firm and not subject to any increase during the life of the contract. Should there be any reduction in successful bidder's prices as submitted, vendor agrees that all deliveries made on or after such date of price reduction will be invoiced on the basis of reduced prices.
13. It will be assumed that all bids are based upon the specification unless the bidder stipulates to the contrary in letterform to be attached to bid submission. **Bidder shall not type changes on bid specification forms.** The letter shall point out in detail any and all deviations from the specification. If and whenever in the proposal a brand name, make, name of any manufacturer, or trade name is mentioned, it is for the purpose of establishing a grade or quality of merchandise. The Authority does not wish to rule out other competition and equal brands or makes, and therefore, the phrase **or equivalent** is added. If merchandise other than that specified is bid, it is the bidder's responsibility to name such within the bid and to provide information to the Authority that may show said item(s) is/are equivalent to that specified. The Authority shall be the sole judge concerning the merits of the bid submitted.

14. The Authority reserves the right to reject any or all items covered in the bid request, or any portion(s) thereof, waive informalities, re-advertise and/or take such other actions deemed necessary and in the best interest of the Authority. Where two or more bidders' prices tie on an item, the Authority reserves the right to make the award to either of the bidders.
15. All bidders, where required, shall clearly stipulate the guaranteed delivery date of all items. Successful bidder(s) failing to meet the delivery date specified incur the risk of cancellation of contract.
16. All bid corrections or erasures shall be initialed by the person signing the bid or an authorized representative.
17. All bids shall be typewritten or printed in ink on the form(s) prepared by the Authority. All bids must be signed by officials of the Corporation or Company duly authorized to sign bid proposals.
18. Bids may be submitted prior to bid date to Robert McNicholas, Purchasing Agent, Greater Wildwoods Tourism Improvement and Development Authority, 4501 Boardwalk, Wildwood, New Jersey 08260.

Bids delivered the day of the bid opening shall be delivered to the Greater Wildwoods Tourism Improvement and Development Authority, Wildwoods Convention Center, Administrative Offices, 4501 Boardwalk, Wildwood, New Jersey 08260. Bidder is notified that no bid will be opened if received after the specified hour.

The Authority shall not be responsible for late postal or overnight delivery, nor shall postmark dates or overnight dates be considered in honoring of bids. The Authority shall not be responsible for bidder's hand delivering bids that arrive late or to the wrong location.

19. The Authority shall award all contracts on a **LUMP SUM BASIS** to the lowest responsible and responsive bidder.
20. The award of the contract or the rejection of the bids shall be made within sixty (60) days of the date of receiving bids; unless written extensions are requested by the Purchasing Agent and accepted by the bidder(s). All bid securities shall be returned immediately if all bids are rejected. The successful bidder(s) to whom the award is to be made shall be notified by receipt of the contract or a written "Notice to Proceed" from the Authority.

21. When award of contract is made in one fiscal year with an effective date in the next fiscal year, award shall be contingent upon the availability of appropriation of sufficient funds for that purpose for the year in which said contract takes effect. When a contract shall be awarded for a period in excess of one year, said contract shall be contingent upon the annual availability and appropriation of sufficient funds for that purpose for each year of the contract.
22. All bids are subject to the Authority's right to cancel the contract upon thirty (30) days written notice to the successful bidder.
23. All bid deposits shall be returned within three (3) days of award of contract except for the successful bidder(s) whose bid security shall be returned after execution of a formal contract. Should the successful bidder(s) fail to enter into said contract after acceptance of bid by the Authority then the check or security deposit shall at the option of the Authority be retained as liquidated damages, or if bid bond has been supplied, principal and surety shall be liable for the amount of the bid bond.
24. All items bid shall be inspected by a representative of the Authority upon delivery to ascertain compliance with the specifications. Items not in compliance with the specifications shall be rejected, and the bidder shall comply with the specifications or the Authority shall take remedial measures to assure compliance.
25. Discounts, if any, shall be figured from the date of acceptance of the equipment/service by the Authority regardless of the date of delivery or invoice.
26. Successful bidder(s) shall indemnify and save and keep harmless and defend the Authority against any and all claims for royalties, patent infringements or suits arising from the manufacture or use of the items to be furnished, except that bidder shall have no liability in connection with any copy content supplied by the Authority.
27. Successful bidder(s) shall indemnify and save and keep harmless and defend the Authority against any or all losses, cost damage, claim expense, or liability whatsoever, because of accident or injury to person or property of others occurring in connection with the bidder's performance under the contract.
28. The bid is irrevocable by the subscriber, or his, their or its personal or legal representatives. Said bid and award thereunder is made to the subscriber by the Authority and shall bind the subscriber, his, their or its heirs, executors, administrators, successors or assigns.
29. Assignment to any third party of any moneys due or any contract based on this bid is prohibited and will not be recognized by the Authority.

30. The successful bidder shall not transfer or sublet any portion of the work covered by these specifications without written consent of the Authority.
31. The parties to any Authority contract resulting from this bid do hereby agree that the provisions of N.J.S.A. 10:2-1 through 10:2-4, dealing with discrimination in employment on public contracts, and the Rules and Regulations promulgated pursuant thereunto, are hereby made a part of such contract and are binding upon them.
32. The New Jersey Prevailing Wage Act, N.J.S.A. 34:11-56.25 (P.L. 1963, Chapter 150) is hereby made a part of every contract entered into by the Authority, except those contracts which are not within the scope of the act. The successful bidder and any of its subcontractors shall be obligated to pay the prevailing wage, to submit certified payrolls as documentation of compliance if requested, and to permit on-site monitoring, including interviews with employees and review of subcontracts, by Authority representatives. The bidder's signature on this proposal is his guarantee that neither he nor any subcontractors he might employ to perform the work covered by this bid are listed or are on record in the Office of the Commissioner of the New Jersey Department of Labor as one who has failed to pay prevailing wages in accordance with the provisions of this act. Every contractor and subcontractor shall keep an accurate payroll record, showing the name, craft or trade, job title or classification, actual hourly rate or wages paid, hours worked and total wages paid to each workman employed by him/her in connection with a public work. Payroll records shall be preserved for a period of two years from the date of payment.
33. Only manufactured and farm products of 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.
34. The successful bidder shall comply with all New Jersey State and Federal Laws as they pertain to the performance under the contract.
35. Should any difference arise between the contracting parties as to the meaning or intent of these instructions or specifications, the Authority Purchasing Agent's decision shall be final and conclusive.
36. A written request for the withdrawal of a bid, or any part thereof, will be granted if the request is received by the Authority Purchasing Agent prior to the specified time of the bid opening.
37. All equipment purchased by the Authority shall be non-proprietary.

38. Every successful bidder shall be required to sign the standard form contract, a copy of which is attached to this bid specification. If bidder desires to make any modifications to the contract language, or if bidder has another contract form that he/she desires to sign in lieu of or in addition to the attached contract form, a sample copy of the bidder's proposed contract language or form must be submitted with bid proposal as a separate attachment. If no attachment is given, it will be presumed that the contract documents will consist exclusively of the Authority's form contract. Any proposed language or form changes which in any way modifies the successful bidder's responsibilities as set forth in the bid specifications will not be acceptable and will be deemed to constitute a bid exception.
39. **Safety:** The successful bidder hereby covenants and agrees to take, use, provide and make all proper, necessary and sufficient precautions, safeguards and protections against the occurrence of happenings, accidents, injuries, damages or hurt to any person or property during the progress of the work herein covered, and be responsible for any indemnity and save harmless the Authority, its officers, agents, servants and employees from payment of all sums of money by reason of all or any such happenings, accidents, injuries, damages, hurt to person or property that may happen or occur upon or about such work, and all fines, penalties and losses incurred for or by reason of violations or any Federal, State, City or Borough ordinance or regulations while said work is in progress.
40. As this is a Sealed Bid Submission pursuant to N.J.S.A. 52:34-12, telephone, facsimile (fax), telegraph bids or any other electronic mediums will not be accepted for publicly advertised bid requirements.
41. The successful bidder will be required to comply with all applicable provisions of the N.J. Public Employees Occupational Safety and Health Act (N.J.A.C. 34:6A-25), when providing any materials, supplies or services as part of this contract.
42. **Oral Instructions:** Neither the Authority or their authorized representatives will be responsible in any way for oral answers unconfirmed in writing to any inquiries regarding the intent or meaning of these specifications.

B. SPECIFIC REQUIREMENTS AND CONDITIONS OF BIDS

The Authority seeks bids for design, layout, typesetting, printing and production of brochures providing a schedule of Authority events planned for 2010, plus tourist information. The Authority has basic conceptual materials, including printer spreads (working flats) containing copy, content and a maximum of thirty-four (34) full-color photo transparencies or digital file images to be included in the brochure. Bidders are urged to review such materials prior to submission of bids, and the successful bidder shall be required to design, print and produce a brochure, which includes such Authority materials.

Using such Authority materials, the successful bidder shall be responsible for layout/design and selection of paper quality, ink color and matte prints/chromalins, subject to such modification that the Authority may require, in its sole discretion, during the design and printing phases of the contract. All labor and materials related to layout, design, preparation of color separations, matte prints, chromalins and cartography in connection with the design and printing phases of the Contract, as well as all production labor and materials, shall be provided by the successful bidder at no additional cost.

Upon Contract award, the successful bidder shall perform the work according to the following phases, each of which shall be approved, in writing, by the Authority:

- **PHASE I:** Layout and design to be provided by the Authority or its agent;
- **PHASE II:** “Blue line” draft to be completed within fifteen (15) days of receipt of Authority materials;
- **PHASE III:** Delivery of “color key” proof within seven (7) days of Authority approval of “blue line” draft.
- **PHASE IV:** Delivery of final form of brochure within ten (10) days of Authority approval of “color key” proof.

Each bidder shall include within its proposal form its bid price for production and delivery of three hundred fifty thousand (350,000) copies of the brochure. With Contract award, the Authority agrees to purchase three hundred fifty thousand (350,000) copies of the brochure from the successful bidder, which shall be delivered to the Authority within forty-five (45) days of contract award. Over a term of twelve (12) months from the date of contract award, the Authority shall have the right to purchase additional quantities of brochures should they be necessary to fulfill the required demand at the bid cost-per-thousand price.

The successful bidder shall be entitled to payment upon delivery of all brochures which have been ordered and which are received by the Authority in a form consistent

with these Specifications and prior Authority direction to the successful bidder as permitted under these Specifications. In addition, prior to payment to the successful bidder for the initial delivery of such brochures, the successful bidder shall also deliver to the Authority all printer plates, transparencies, negatives, separations, matte prints, proofs, chromalins, as well as all original materials supplied by the Authority, including printer spreads and one-piece negatives and all other materials otherwise used by the successful bidder in the printing and production of the brochures.

The successful bidder shall not be entitled to any additional payment for any production overruns and/or any proofs submitted to the Authority, or for its design, printing and production costs in connection with any brochures the copy, content or quality of which does not conform with any proofs previously approved by the Authority.

The successful bidder shall not utilize for its own purposes, nor disclose to any other parties, the content of any Authority materials supplied to it, nor shall the successful bidder have the right to reproduce Authority materials for any other purpose than the performance of this contract.

The successful bidder shall not assign its rights or obligations under this contract to any other party without the prior written consent of the Authority.

The successful bidder shall also comply with the requirements set forth in the "Technical Specifications for Authority Brochure" below.

C. TECHNICAL SPECIFICATIONS FOR AUTHORITY BROCHURE

- Quantities: Production of 350,000 copies, also with Authority right to order additional quantities at the same cost-per-thousand price should they be necessary.
- Size: Approximate size after trim 23.25" x 18"
24-panel brochure folded to 4" x 9" and set to fit #10 envelope
- Paper: #70 Sterling Ultra Gloss text or equivalent
- Production: Bidder must produce and manage all phases.
- Ink: 4 - color process, full bleed
- Design: Bidder must be able to complete all phases of production of this project. Brochure will have up to 34 full color photos with transparencies or digital files provided by the Authority. Basic layout concept will be provided; graphic design of publication is the responsibility of successful bidder. Color separations, screens, traps, graphics, and stripping, plus all type setting with a minimum of 5 rounds of revisions including color digitals for each revision to be provided by successful bidder and to be done in-house at no additional cost to Authority.
- Binding: Fold to 4" x 9". Brochures to be packed in sturdy cardboard cartons not heavier than 25 pounds. Should any carton delivered exceed 25 pounds, the requirement for payment by the Authority to successful bidder of this entire order shall be entirely eliminated.
- Proofs: Blue line and match prints to be delivered to Authority within 15 days of award of contract. Authority has total approval of proofs. Delivery of completed project to be made within 15 days of approval of proofs by Authority.
- Delivery: To the Wildwoods Convention Center, Rear Loading Dock Area, 4501 Boardwalk, Wildwood, New Jersey 08260, and other locations as stipulated below.

Freight:

Quote to include inside delivery to the following locations:

Wildwoods Convention Center (76,000)
Rear Loading Dock Area
4501 Boardwalk
Wildwood, New Jersey 08260

TAC Printing & Marketing (80,000)
Oakcrest Village
69 A Route 50
Seaville, NJ 08230

CTM Brochure Display (85,000)
Commerce Lane Bus Park
6940 Central Highway, Suite B
Pennsauken, NJ 08110

CTM Brochure Display (50,000)
11 Largo Drive South
Stamford, CT 06907

Getaways On Displays, Inc. (22,000)
220 Harvey Road
P.O. Box 116
Landisville, PA 17538

JWM Direct (35,000)
192 West Ridge Pike,
Limerick, PA 19468

Les Communications A Propos (2,000)
Nicolle Dufour
269 Rosedale
Rosemere, Quebec Canada J7A3J9

D. TECHNICAL SPECIFICATIONS FOR AUTHORITY POSTER

Quantities:	Production of 500 copies, also with Authority right to order additional quantities should they be necessary.
Size:	Poster size prior to lamination 18'W x 24"L
Paper:	White #80 gloss text
Ink Colors:	Duplicate colors of 2010 Calendar of Events
Bindery:	Laminate with .005 Mil. Laminate on both sides. Add 1 (one) inch lip and place 3 eyelets in the top corners and top center.
Production:	Bidder must produce and manage all phases.
Design:	Pick-up art from Calendar of Events Brochure.
Delivery:	To the Wildwoods Convention Center. Rear Loading Dock Area, 4501 Boardwalk, Wildwood, NJ 08260.
Freight:	Quote to include inside delivery to the Wildwoods Convention Center.

CORPORATE DISCLOSURE STATEMENT

Chapter 33 of the Public Laws of 1977 (N.J.S.A. 52:25-24.2) provides in part that no partnership or corporation shall be awarded any Contract for the performance of any work of the furnishing of any materials or supplies unless there is submitted a statement containing the following information:

If the bidder is a corporation or partnership then the statement shall set forth the names and addresses of all stockholders or partners who own 10% or more of its stock of any class.

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 10% or more of the stock of any class of that owning corporation.

If no stockholder or partner owns 10% or more of the bidding company then an officer of the company shall sign declaring that fact.

If the bidding company is a sole proprietorship he shall sign declaring that fact.

Failure to supply this information with your bid proposal may be cause for rejection.

() () ()
Sole Proprietorship Partnership Corporation

Name of person completing the form (Please print)

Signature

Title

Date

NON-COLLUSION CERTIFICATION

I, (print name) _____,
certify that I am (title) _____ of the firm of _____,
the bidder making the Proposal herein, and that I executed the said Proposal with full
authority to do so. I further certify 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 herein named Proposal and
that all statements contained in said Proposal and in this Certification are true and correct,
and made with full knowledge that the Authority relies upon the truth of the statements
contained in said Proposal and in the statements contained in this Certification in
awarding a contract pursuant to this Proposal.

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.

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

DATE: _____

Signature and Title of Authorized Representative

AFFIRMATIVE ACTION NOTICE

Dear Sir/Madam:

The Greater Wildwoods Tourism Improvement and Development Authority, is an affirmative action employer pursuant to Federal and State regulations. We must advise you of our intent to negotiate business only with other affirmative action employers. All tenants with whom we contract business are obliged to take affirmative action to provide equal employment opportunity without regard to age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation. (*N.J.S.A. 10:5-32; N.J.A.C. 17:27*).

Please sign the attached form and return it with your bid documents.

Sincerely,

**THE GREATER WILDWOODS TOURISM IMPROVEMENT
AND DEVELOPMENT AUTHORITY**

By: *Robert Mc Nicholas*
Robert Mc Nicholas, Finance Manager

Tenant acknowledges receipt of notice to tenants requiring affirmative action in employment and certifies compliance with that requirement.

Name of Firm:	
Signature:	Printed Name:
Title:	
Address:	
Phone:	Fax:
Email:	Date:

BIDDER'S CHECKLIST

ITEMS 1 THROUGH 5 ARE THE PREVIOUS FORMS THAT MUST BE COMPLETED AND SIGNED OR BID WILL BE REJECTED.

1. Disclosure Statement listing stockholders or partners owning ten (10) percent or more of the Corporation or partnership stock.
2. Non-Collusion certification properly signed.
3. Affirmative Action Notice bearing proper signatures.
4. Proof of Business Registration
5. Complete and sign all items on the Proposal Form

THE FOLLOWING ITEMS SHOULD ALSO BE SUBMITTED WITH BID.

5. Bid Security in the form of a Certified check, Cashier's check or Bid Bond.
6. Deviations from Specifications (if applicable) to be attached in letterform.

The undersigned hereby acknowledges the above listed requirements:

NAME OF BIDDER:

Person, Firm or Corporation

Signature

Title

ATTENTION: Bidders cannot submit their own form of disclosure statement or non-collusion affidavit.
Use only the forms supplied or bid may be rejected.

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

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

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

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

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

MANDATORY AFFIRMATIVE ACTION LANGUAGE
PROCUREMENT, PROFESSIONAL AND SERVICE CONTRACTS
P.L.1975, C. 127 (N.J.A.C. 17:27)

EXHIBIT A

The contractor or subcontractor, where applicable, agrees to comply with the regulations promulgated herein 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, sex, affectional or sexual orientation. 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, sex, affectional or sexual orientation. 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, sex, affectional or sexual orientation.

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.

Treasurer pursuant to P.L. 1975, c. 127. as amended and supplemented from time to time and the Americans with Disabilities Act.

The contractor or subcontractor agrees to attempt in good faith to employ minority and female workers consistent with the applicable county employment goals prescribed by N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.O. 1975,c. 127, as amended and supplemented from time to time or in accordance with a binding determination of the applicable county employment goals determined by the Affirmative Action Office pursuant to N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time.

The contractor or subcontractor agrees to inform in writing appropriate recruitment agencies in the area including 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, sex, affectional or sexual orientation, 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.

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, sex, affectional or sexual orientation, and conform with the applicable employment goals, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The contractor and its subcontractors shall furnish such reports or other documents to the Affirmative Action Office 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 Affirmative Action Office for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code (N.J.A.C. 17:27)