

# KEYPORT BID INC.

## REQUEST FOR PROPOSALS

### SOCIAL MEDIA COORDINATOR SERVICES

Under a Fair and Open Process in Accordance  
with N.J.S.A. 19:44A-20.4 et seq.

PROPOSALS MUST BE SUBMITTED BY

**February 22, 2023 at 11:00 a.m.**

TO:

Larry Vecchio, President  
Keyport BID Inc.  
70 West Front Street  
Keyport, New Jersey 07735

## **REQUEST FOR PROPOSALS**

### **SOCIAL MEDIA COORDINATOR SERVICES**

Proposals for Social Media Coordinator Services will be received by Keyport BID, Inc. aka Keyport Bayfront Business Cooperative (“KBBC”), 70 West Front Street, Keyport, New Jersey 07735, until **February 22, 2023** at **11:00 a.m.**

The Request for Proposals (“RFP”) documents can be obtained via email to Melissa O’Connell, Secretary, at [melissakbbc@gmail.com](mailto:melissakbbc@gmail.com)

All proposals shall be submitted in a sealed envelope labeled appropriately (with the proposal title and a return address) using one of the following submission procedures:

#### **HAND-CARRIED/MAILED/OVERNIGHT/EXPRESS MAIL DELIVERY**

Respondents must ensure that their proposal is received at the address and by the deadline specified above. Proposals received after the deadline for any reason shall not be considered and will be returned to the sender.

KBBC reserves the right to reject any and all proposals and/or to waive any informality in the responses. No proposals may be withdrawn within sixty (60) days after the submission deadline.

In accordance with the criteria included in the RFP, the contract shall be awarded to the respondent who submits the proposal most advantageous to KBBC, cost and other factors considered. The successful respondent will be required to execute KBBC’s contract within seven (7) days of receiving the notice of award.

This RFP is being issued pursuant to a fair and open process in accordance with N.J.S.A. 19:44A-20.4 et seq.

## **1. PURPOSE**

Keyport BID, Inc. (also known as Keyport Bayfront Business Cooperative and hereinafter referred to as “KBBC”) is an IRS recognized 501(c)(3) tax-exempt non-profit corporation with 170(b)(1)(A)(vi) public charity status. It is located at 70 West Front Street, Keyport, New Jersey 07735. KBBC is a “contracting unit” subject to the requirements of the New Jersey Local Public Contracts Law, even though it is a non-profit, because it manages the Business Improvement District for the Borough of Keyport. N.J.S.A. 40:56-86; N.J.S.A. 40A:11-2(1).

In accordance with the New Jersey Local Public Contracts Law and applicable regulations thereunder, KBBC is accepting proposals for Social Media Coordinator Services for a period of one (1) year.

All proposals shall be reviewed for completeness and shall be analyzed in accordance with the criteria contained herein. Therefore, KBBC urges all interested firms to carefully review the requirements of the RFP. Failure to abide by the RFP’s instructions, in any way, may lead, in KBBC’s sole discretion, to the rejection of the proposal as non-responsive.

## **2. TERMS AND CONDITIONS**

All proposals shall remain valid for a period of sixty (60) calendar days after the date specified for receipt of proposals in accordance with state procurement regulations. All costs of the proposal process, interviews, and related expenses, are solely the responsibility of the respondent.

KBBC reserves the right to reject any or all proposals, to waive informalities and minor irregularities, and/or modify or cancel this RFP. Proposals which appear unrealistic in terms of management commitments or are indicative of failure to comprehend the complexity of this RFP and subsequent contracts may be rejected.

Respondents are requested and advised to be as complete as possible in their response. KBBC reserves the right to 1) contact any respondent to clarify their proposal; 2) contact any past/current clients of the respondent; 3) solicit information from any available source concerning any aspect of the proposal; and 4) seek and review any other information deemed pertinent to the evaluation process.

## **3. SCOPE OF SERVICES**

The scope of services shall include, but not be limited to, the following:

- A) Attend KBBC Board meetings (typically held on the second Tuesday of each month at 6:30 p.m.).
- B) Present Social Media report to include monthly Instagram insights and engagements.
- C) Attend weekly advertising meeting, a one hour creative discussion for all events and posts to ensure consistency in advertising across social and printed media and the KBBC website (typically held on Wednesdays, remote participation may be permitted).
- D) Create event links and manage all paid advertising accounts (Patch, AllEvents, Event Bright, Facebook, etc.).
- E) Attend KBBC events (minimum 5 events).
- F) Update, monitor, and manage Visit Keyport Facebook and Instagram pages

- a. Create 3 lifestyle and various business themed posts per week.
- b. Create posts for events as needed.
- c. Promote and advertise any non-business related matters the KBBC supports (e.g. St. Patrick's Day parade, Garden Walk, Fireman's Fair, holiday posts, etc.).
- G) Update, monitor, and manage Keyport Business Facebook and Instagram pages
  - a. Feature five businesses a week pursuant to a set list and rotating downtown/highway businesses. No comments.
    - i. Example: Motor Mondays (automotive), Takeout Tuesdays (dining, food), Wellness Wednesdays (health, beauty, fitness, medical), Thrifty Thursdays (retail), Friday Spotlight (reel and photo cover of a business)
- H) Update, monitor, and manage KBBC Business Owners Private Facebook group
- I) Address social media comments on behalf of the KBBC in a timely manner.

KBBC shall own all content (text, photography, videography, etc.) developed pursuant to this scope of services.

#### 4. QUALIFICATIONS

In addition to the ability to perform all of the above, all respondents shall meet the following minimum requirements:

- A) Is authorized to do business in the State of New Jersey.
- B) Has experience in providing Social Media Coordinator services.
- C) Has never, at any time, been suspended, debarred, declared ineligible, or voluntarily excluded by the Department of Justice, the General Services Administration, the Internal Revenue Service, or any other federal agency or the Federal Government; the New Jersey Department of Labor or any other state agency or the State of New Jersey; and/or any local agency.

Failure to meet any of the foregoing qualifications is considered a material defect and shall result in the disqualification of the Respondent.

#### 5. PROPOSAL REQUIREMENTS

- A. **Experience** – Describe your experience providing Social Media Coordinator services.
- B. **Proposed Fee** – Provide an annual flat fee for the performance of the services described herein. The successful respondent will be required to submit monthly invoices containing a summary of the services provided and shall be paid on a monthly basis.
- C. **References** – Provide three (3) references who are familiar with your work.
- D. **Required Documentation** – Execute and submit the documentation identified on the checklist contained herein.

Failure to provide any of the above documentation at the time of submission may be considered a fatal defect warranting rejection of the proposal.

**6. SUBMISSION OF PROPOSALS**

Proposals must be received by **February 22, 2023** at **11:00 a.m.** in a sealed envelope clearly marked as follows:

Name of Individual/Firm  
Proposal for Social Media Coordinator Services  
DUE DATE: **February 22, 2023** at **11:00 a.m.**

ATTN: Larry Vecchio, President  
Keyport BID Inc.  
70 West Front Street  
Keyport, New Jersey 07735

No faxed, emailed, or late proposals shall be accepted.

**7. EVALUATION CRITERIA**

All proposals will be reviewed in accordance with the following evaluation criteria:

<b>Evaluation Criteria</b>	<b>Weighting (Maximum Points)</b>
Demonstrated experience with and competence in providing Social Media Coordinator services	40
Capability and capacity to accomplish quality work within the required time period	30
Reasonableness of proposed fee(s)	30
<b>TOTAL</b>	<b>100</b>

**MANDATORY AFFIRMATIVE ACTION LANGUAGE**  
N.J.S.A. 10:5-31 and N.J.A.C. 17:27  
**(MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE)**  
**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 or sex. Except with respect to 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, affectional or sexual orientation 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 for the 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 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 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 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 and its subcontractors shall furnish such reports or other documents to the President of Keyport BID Inc., Division of Contract Compliance and 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 Division of Contract Compliance & EEO for conducting a compliance investigation pursuant to **Subchapter 10 of the Administrative Code at N.J.A.C. 17:27.**

**CERTIFICATION REGARDING NON-DEBARMENT, SUSPENSION,  
INELIGIBILITY AND VOLUNTARY EXCLUSION**

State of New Jersey  
County of \_\_\_\_\_

I, \_\_\_\_\_ residing in \_\_\_\_\_  
(name of affiant) (name of municipality)  
in the County of \_\_\_\_\_ and State of \_\_\_\_\_ of full  
age, being duly sworn according to law on my oath depose and say that:

\_\_\_\_\_ and/or its principals have never, at any time, been suspended,  
(name of firm)  
debarred, declared ineligible, or voluntarily excluded by the Department of Justice, the General Services  
Administration, the Internal Revenue Service, or any other federal agency or the Federal Government;  
the New Jersey Department of Labor or any other state agency or the State of New Jersey; and/or any  
local agency.

\_\_\_\_\_  
Signature of Respondent's Agent

Subscribed and sworn to before me  
This \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_

Notary Public of \_\_\_\_\_  
My commission expires \_\_\_\_\_

\_\_\_\_\_  
Signature of Notary Public



**NON-COLLUSION AFFIDAVIT**

State of New Jersey  
County of \_\_\_\_\_

I, \_\_\_\_\_ residing in \_\_\_\_\_  
(name of affiant) (name of municipality)  
in the County of \_\_\_\_\_ and State of \_\_\_\_\_ of full  
age, being duly sworn according to law on my oath depose and say that:

I am \_\_\_\_\_ of \_\_\_\_\_  
(title or position) (name of firm)  
the entity submitting this Proposal for \_\_\_\_\_, and that I  
(type of services)

executed the said Proposal with full authority to do so that said firm 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 Keyport BID Inc. relies upon the truth of the statements contained in said Proposal and in the statements contained in this affidavit in awarding the contract for the said project.

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

\_\_\_\_\_  
Signature of Respondent's Agent

Subscribed and sworn to before me  
This \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_

Notary Public of \_\_\_\_\_  
My commission expires \_\_\_\_\_

\_\_\_\_\_  
Signature of Notary Public

**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 and 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 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 successor vendor(s) must submit the copies of the AA 302 Report to the Division of Contract Compliance and Equal Employment Opportunity in Public Contracts (Division). The Public Agency copy is submitted to the public agency, and the vendor copy is retained by the vendor.

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

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

COMPANY: \_\_\_\_\_ SIGNATURE: \_\_\_\_\_

PRINT NAME: \_\_\_\_\_ TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

## PROPOSAL DOCUMENT CHECKLIST

<b>Submission Requirement</b>	<b>Initial</b>
Support for Qualifications	
Support for Evaluation Factors	
Certification Regarding Non-Debarment	
Non-Collusion Affidavit	
Affirmative Action Compliance Notice	
New Jersey Business Registration Certificate (if applicable)	
Certificate of Insurance (if applicable)	

## SOCIAL MEDIA COORDINATOR SERVICES CONTRACT

**THIS AGREEMENT** made on [REDACTED], by and between **KEYPORT BID, INC.**, 70 West Front Street, Keyport, New Jersey 07735 (the “Corporation”), and **[NAME]**, **[address]** (the “Consultant”).

**WITNESSETH**, that the Corporation and the Consultant, for the consideration stated herein, agree as follows:

**ARTICLE 1: Scope of Services.** The Consultant shall provide the full range of services identified in the Corporation’s Request for Proposals for Social Media Coordinator services. The Consultant shall provide and perform the services described therein in a competent and professional manner, in accordance with the terms and conditions of this Contract and prevailing professional standards. The Corporation shall be entitled to a satisfactory performance of all Services and to full and prompt cooperation by the Consultant in all aspects of the Services. In performing the Services described herein, the Consultant shall comply with all applicable international, federal, state, and local statutes, rules, regulations, ordinances, orders, and codes. The Consultant shall be responsible for all damages arising out of or resulting from the Consultant’s performance under this Contract.

**ARTICLE 2: Qualifications.** The Consultant represents that its personnel have the proper skill, training, background, knowledge, experience, rights, authorizations, integrity, character and licenses as necessary to perform the services described herein in a competent and professional manner.

**ARTICLE 3: Contract Term.** This Contract shall be effective on the date first listed above and shall terminate, if not otherwise terminated pursuant to the termination provisions set forth hereinbelow, after a term of one (1) year.

**ARTICLE 4: Compensation.** The Consultant’s compensation for the services provided according to the terms of this Contract shall be [REDACTED]. The Consultant shall submit detailed invoices to the Corporation which identify all services performed and contain a full cost breakdown for all such services. The invoices shall be reviewed for payment approval by the Corporation’s Board of Directors.

**ARTICLE 5: Insurance.** The Consultant shall name the Corporation as an additional insured on its Comprehensive General Liability policy. The Consultant must provide a Certificate of Insurance naming the Corporation as an additional insured. The Corporation shall be notified in writing at least thirty (30) days prior to any change in or cancellation of insurance coverage.

**ARTICLE 6: Indemnification.** The Consultant shall indemnify and hold harmless the Corporation and its Board, Directors, officers, and employees from and against any and all claims, suits, actions, damages, losses and expenses, including but not limited to reasonable attorneys’ fees, arising out of or resulting from the Consultant’s performance under this Contract.

**ARTICLE 7: Subcontracting.** The Consultant shall be solely responsible for the performance of this Contract. The use of a Subcontractor, except as approved in writing by the Corporation’s President, shall be prohibited. Approval of a subcontractor shall be granted in the Corporation’s sole discretion. Substitution of a subcontractor without the Corporation’s written approval is prohibited. Any use of a Subcontractor in violation of this provision shall be deemed a material breach of this Contract.

**ARTICLE 8: Independent Contractor Relationship.** The Consultant is, and shall be, in the performance of its obligations under this Contract, an independent contractor, and not an employee, agent or servant of the Corporation. All persons engaged in any of the services performed pursuant to

this Contract shall at all times, and in all places, be subject to the Consultant's sole direction, supervision and control.

**ARTICLE 9: Termination for Convenience.** The Corporation may terminate this Contract, in whole or in part, by delivering to the Consultant written notice ten (10) business days prior to any effective termination date. The Notice of Termination shall specify: 1) that the termination is for the convenience of the Corporation; 2) the extent of the termination; and 3) the effective date of the termination. In the event of a termination for convenience hereunder, the Corporation shall pay the Consultant for services rendered through the date of termination.

**ARTICLE 10: Termination by Default.** This Contract may be terminated if there has been a material default in the performance or observance of any term or condition herein by the Consultant. The failure to perform any of the following shall constitute an event of default: 1) failure to satisfactorily and timely perform any or all of the services specified herein; 2) discontinuation of services without authorization or justification; 3) failure to maintain adequate insurance coverage; 4) failure to comply with applicable legal requirements; and 5) suspension from participation in any federal or state government programs. The Corporation may, in its discretion, elect not to declare a default or to terminate the contract, but such election shall not constitute a waiver by the Corporation of its right to pursue any or all available legal remedies, nor shall Consultant be relieved of any of its responsibilities, duties or obligations under this Contract.

**ARTICLE 11: Prevailing Law.** This Contract shall be governed by and construed in accordance with the laws of the State of New Jersey without reference to choice of law principles. Any and all disputes arising out of or related to this Contract or the services provided hereunder must be brought in the Superior Court of New Jersey, Monmouth County.

**ARTICLE 12: Non-Debarment.** By execution of this Contract, the Consultant certifies that it is not currently debarred by the federal government, including the U.S. Department of Housing and Urban Development or any other federal agency, the State of New Jersey, or any State agency.

**ARTICLE 13: Confidentiality.** All Services performed and provided under this Contract, and other materials, data, transactions of all forms, financial information, documentation, inventions, designs and methods obtained from the Corporation in connection with the Services performed under this Contract, made or developed by the Consultant in the course of the performance of such Services, or the results of such Services, or for which the Corporation hold the proprietary rights, constitutes confidential information ("Confidential Information") and may not, without the prior written consent of the Corporation, be used by the Consultant for any purpose other than for the benefit of the Corporation, unless required by law.

**ARTICLE 14: Non-Discrimination.** The Consultant agrees not to discriminate against any employee or applicant for employment because of race, religion, color, sex, sexual orientation, handicap, marital status, age, national origin or status as a veteran of the United States military, and to take affirmative action to ensure that they are afforded equal employment opportunities without discrimination. Such action shall be taken with reference to, but not limited to, recruitment, employment, termination, rates of pay or other forms of compensation, and selection for training or retraining, including apprenticeship and on the job training.

**ARTICLE 15: Conflicts of Interest.** The Consultant represents that it does not presently have any interest and will not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of its obligations under this Contract.

**ARTICLE 16: Assignment.** The Consultant shall not assign, transfer, convey, or otherwise dispose of this Contract, including its rights, title, or interest in or to the same of any part thereof without

the prior written consent of the Corporation. Any purported assignment without the prior written consent of the Corporation shall be void and unenforceable.

**ARTICLE 17: Severability.** If this Contract contains any provision found to be unlawful by a court of competent jurisdiction, the same shall be deemed to be of no effect and shall be deemed stricken from this Contract without affecting the binding force of this Contract as it shall remain after omitting such provision.

**ARTICLE 18: Counterparts.** This Contract may be executed in any number of counterparts, each of which shall be deemed an original, but all of which shall together constitute one and the same instrument.

**ARTICLE 19: Integration.** This Contract shall constitute the entire agreement and understanding of the parties hereto with respect to the subject matter contained herein, and supersedes all prior agreements, promises, covenants, arrangements, communications, representations or warranties, whether oral or written, by any officer, employee or representative of any party hereto.

**ARTICLE 20: Subsequent Modification.** This Contract may not be changed or modified except by written agreement specifically referencing this Contract and executed by each of the parties hereto.

**ARTICLE 21: Effect of Headings and Titles.** The headings and titles used in this Contract are solely for convenience of reference and shall not affect its interpretation or construction.

**ARTICLE 22: No Interpretation Against Draftsman.** This Contract shall be construed without regard to any presumption or other rule requiring construction against the party causing this Contract to be drafted.

**IN WITNESS WHEREOF**, the parties hereto have caused this instrument to be executed the date and year first written above.

**Keyport BID, Inc.**

Dated: \_\_\_\_\_

\_\_\_\_\_  
Larry Vecchio, President

**[Company Name]**

Dated: \_\_\_\_\_

\_\_\_\_\_  
[name], [title]