



**REQUEST FOR SEALED PROPOSALS**

**BROADWAY TERMINAL PIER 5 DRY DOCK  
IMMEDIATE REPAIRS**

**SJPC-PDD-112321**

**SOUTH JERSEY PORT CORPORATION**

**101 Joseph A. Balzano Boulevard**

**Camden, NJ 08103**

**Proposal Due Date:**

**Tuesday, November 23, 2021 at 2:00pm EST**

## **INFORMATION TO RESPONDENTS**

Sealed proposals shall be received in accordance with Public Advertisement as required by law, a copy of said notice being attached hereto and made part of these specifications.

### **Project Site Pre-Bid Meeting**

A recommended project on-site review and walk down meeting for all bidders for this project will be held at South Jersey Port Corporation's Broadway Terminal (2500 Broadway, Camden, NJ 08104) on Monday, November 8, 2021 at 10:00am. Participants planning to attend the Pre-Bid Meeting must notify in advance Patrick Boyle, Senior Purchasing Agent by e-mail at pboyle@southjerseyport.com

### **Submission of Proposals**

All proposals must be submitted in sealed envelopes bearing on the outside the name of the proposer, address and the name of the professional service for which the proposal is submitted. Proposals must be addressed to the attention of:

SOUTH JERSEY PORT CORPORATION, c/o PATRICK BOYLE, SENIOR PURCHASING AGENT, 101 Joseph A. Balzano Boulevard (formerly Beckett Street) ,Camden, NJ 08103

Proposals Forwarded through the Mail must contain the following statement on the envelope:

"THIS IS A SEALED PROPOSAL AND SHALL NOT BE OPENED AND READ UNTIL NOVEMBER 23, 2021 AT 2:00PM EST BY PATRICK BOYLE, OR HIS DESIGNEE: SJPC-PDD-112321

The South Jersey Port Corporation (hereinafter "SJPC") will not assume responsibility for proposals not delivered in person to the above address.

The sealed proposals will be opened and recorded at South Jersey Port Corporation's Balzano Marine Terminal, 101 Joseph A. Balzano Boulevard (formerly Beckett Street), Camden, New Jersey 08103.

### **Receipt of Proposals**

All proposals must be received by 2:00pm EST on November 23, 2021. No proposal will be accepted after the specified time.

## **Reservations**

The SJPC reserves the right to reject any or all proposals, to waive irregularities and technicalities, to request re-submissions, and to award proposals as the SJPC deems will best serve the interests of the SJPC.

Questions regarding this Request for Proposals may be directed to Patrick Boyle , Senior Purchasing Agent at [pboyle@southjerseyport.com](mailto:pboyle@southjerseyport.com). No questions will be answered after 5pm on November 9, 2021.

## **REQUEST FOR PROPOSALS**

### **SJPC-PDD-110421**

## **OVERVIEW**

The South Jersey Port Corporation (SJPC) is an agency of the State of New Jersey with a mission to develop, maintain and operate marine terminals and related intermodal transportation infrastructure within the South Jersey Port District. The agency has primary offices and port operations in Camden, New Jersey at the Balzano Marine Terminal and the Broadway Terminal. The agency also has facilities in Salem and Paulsboro. SJPC is grantee of Foreign Trade Zone #142.

<http://southjerseyport.com/facilities/balzano-marine-terminal/>

## **ADVERTISEMENT FOR BIDS**

South Jersey Port Corporation  
Request for Sealed Proposals for  
Broadway Terminal – Pier 5 Dry Dock Immediate Repairs

Notice is hereby given that sealed Proposals for Broadway Terminal–Pier 5 Dry Dock Immediate Repairs, pursuant to N.J.S.A. 19:44A-20.7, will be received by the South Jersey Port Corporation (herein after “SJPC”). Four (4) original sealed copies of each firm’s proposals shall be submitted to Patrick Boyle, Senior Purchasing Agent, South Jersey Port Corporation, 101 Joseph A. Balzano Boulevard (formerly Beckett Street), Camden, NJ 08103, by November 23, 2021 on 2:00pm EST at which time the sealed proposals will be opened and recorded.

A Pre-Bid meeting will be held at the Broadway Terminal, 2500 Broadway, Camden, NJ 08104 on November 8, 2021 at 10:00am EST. Participants planning to attend the Pre-Bid Meeting must notify in advance Patrick Boyle, Senior Purchasing Agent by e-mail at [pboyle@southjerseyport.com](mailto:pboyle@southjerseyport.com).

Each submission to be considered shall comport to the criteria set forth in the proposal packets. The proposal packets may be obtained from SJPC at

<http://www.southjerseyport.com> or upon request to: South Jersey Port Corporation, Attention: Patrick Boyle, Senior Purchasing Agent, 101 Joseph A. Balzano Boulevard (formerly Beckett Street), Camden, NJ 08103 or by calling 856-757-4950.

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 et seq.

**SCOPE OF WORK**

**BID SHEET**

<b>Pier 5</b>				
<b>Cell 4N</b>	<b>Unit</b>	<b>Est. Quantity</b>	<b>Unit Cost</b>	<b>Total Cost</b>
Steel Plate Repairs	LF	14		
Saw Cutting	LF	60		
Controlled Low-Strength Material (CLSM)	CF	38		
AASHTO No. 57 Stone	CF	197		
Dense Graded Aggregate (DGA)	CF	71		
NJDOT I-4 Asphalt	SF	163		
<b>Cell 4N Est. Total Cost</b>				
<b>Suspected Void 1</b>				
	<b>Unit</b>	<b>Est. Quantity</b>	<b>Unit Cost</b>	<b>Total Cost</b>
Steel Plate Repairs	LF	76		
Saw Cutting	LF	112		
Controlled Low-Strength Material (CLSM)	CF	12		
AASHTO No. 57 Stone	CF	300		
Dense Graded Aggregate (DGA)	CF	215		
NJDOT I-4 Asphalt	SF	460		
<b>Void 1 Est. Total Cost</b>				
<b>Suspected Void 2</b>				
	<b>Unit</b>	<b>Est. Quantity</b>	<b>Unit Cost</b>	<b>Total Cost</b>
Steel Plate Repairs	LF	38		
Saw Cutting	LF	84		
Controlled Low-Strength Material (CLSM)	CF	16		
AASHTO No. 57 Stone	CF	250		
Dense Graded Aggregate (DGA)	CF	300		
NJDOT I-4 Asphalt	SF	384		
<b>Void 2 Est. Total Cost</b>				

<b>Suspected Void 3</b>		<b>Unit</b>	<b>Est. Quantity</b>	<b>Unit Cost</b>	<b>Total Cost</b>
	Steel Plate Repairs	LF	74		
	Saw Cutting	LF	30		
	Controlled Low-Strength Material (CLSM)	CF	0		
<b>Suspected Void 3 Cont.</b>		<b>Unit</b>	<b>Est. Quantity</b>	<b>Unit Cost</b>	<b>Total Cost</b>
	AASHTO No. 57 Stone	CF	30		
	Dense Graded Aggregate (DGA)	CF	75		
	NJDOT I-4 Asphalt	SF	50		
<b>Void 3 Est. Total Cost</b>					

Estimated Time Required to Complete All Work in Calendar Days : \_\_\_\_\_ Days

Bidder shall provide rough schedule, including estimated start and completion dates.

All work shall be performed on weekdays during daylight hours. Work may be performed on Saturdays and/or other hours pending prior approval by South Jersey Port Corporation.

Provide a Field Organizational Chart with Names of Key Personnel

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We Acknowledge Receipt of the Following Addenda

- a. ADDENDUM NO. \_\_\_\_\_ Dated: \_\_\_\_\_
- a. ADDENDUM NO. \_\_\_\_\_ Dated: \_\_\_\_\_
- b. ADDENDUM NO. \_\_\_\_\_ Dated: \_\_\_\_\_

If no addenda are received, indicate by writing or typing the word “NONE” in the space for first addenda.

The Contractor agrees that this proposal will be valid for a period of ninety (90) days to allow the Port time to evaluate the complete proposal to allow for the decision. The Port Engineer will officially notify the Contractor of the acceptance of their bid within ninety (90) days following the bid date pending compliance with delivering the requested documentation.

The undersigned accepts responsibility for having completely examined and understood the intent of the Bid Drawings and Documents; for having fully examined the site of the work; and for

having obtained all pertinent information affecting the work.

**Total Bid Price**

**\$** \_\_\_\_\_

CORPORATE SEAL

\_\_\_\_\_

Contractor:

Primary Contact Name: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Business Address: \_\_\_\_\_

\_\_\_\_\_

Phone No.: \_\_\_\_\_

Contractor to provide a unit price proposal in US dollars to supply all necessary design services, materials, labor, tools, consumables, transportation, water craft, cranes, supervision, PPE, all materials and material controls, and any temporary facilities as necessary to provide for the complete and functional scope of work as described.

**WARRANTY**

Contractor shall provide a warranty covering equipment, material, and workmanship for a minimum of one year, starting from completion and acceptance of the installed components.

**BID BOND**

The Form of Bid Security shall be a BID BOND to accompany the BID Proposal Package in the amount of 10% of the total bid price not to exceed \$20,000.

## **PERFORMANCE BOND**

Each bid shall also be accompanied by a letter of intent from the Bidder's Bonding Company confirming that, if the Bidder is awarded the Contract, the Bonding Company will furnish the required PERFORMANCE BOND EQUAL TO THE BID PRICE.

Each Surety submitted must be with a company that is rated at least A- or better with AM Best and proof of same must accompany the bid.

## **SUBMISSION/PROPOSAL REQUEST**

The proposal should include:

1. Letter of Transmittal – The letter is not intended to be a summary of the proposal itself and must contain the following statements and information:
  - a. Company name, address, and telephone number(s) of the firm submitting the proposal.
  - b. Name, title, address, e-mail address, and telephone number of the person or persons to contact who are authorized to represent the firm and to whom correspondence should be directed.
  - c. Federal and state taxpayer identification numbers of the firm.
  - d. Briefly state your understanding of the services to be performed and make a positive commitment to provide the services as specified.
  - e. The letter must be signed by a corporate officer or other individual who is legally authorized to bind the applicant to both its proposal and cost schedule.
  - f. Statement which indicated “proposal and cost schedule (see #7) shall be valid and binding for ninety (90) days following proposal due date and will become part of the contract that is negotiated with the SJPC.”
  - g. General Vendor Information- Please provide the following information:
    - i. Length of time in business
    - ii. Length of time in business of providing proposed services
    - iii. Total number of clients
    - iv. Total number of public sector clients
    - v. Number of full-time personnel in:
      - vi. Consulting

vii. Installation and training

viii. Sales, marketing and administrative

ix. Location of headquarters and field offices

x. Location of office which would service this account

**2.** Describe how your firm is positioned to provide the services listed above and provide a history of experience on providing similar services.

**3.** Describe your approach to providing these services and your methodology for providing ongoing support.

**4.** Provide the name, title, address and telephone number of three references for clients whom you have provided similar services. Please provide information referencing the actual services provided, customer size (number of users), and the length of tenure providing services to this client.

**5.** Staff Resources – Identify names of principals and key personnel who will perform the work.

**6.** The SJPC facilities are federally regulated under the Maritime Transportation Security Act and onsite vendor representatives must possess a Transportation Worker Identification Credential (TWIC) issued by the Transportation Security Administration.

**7.** Cost Schedule: Provide a cost schedule for work identified under the “SCOPE OF WORK” section and a project schedule.

#### **ADDITIONAL APPLICANT RESPONSIBILITIES IN RESPONDING TO PROPOSALS**

The applicant/proposer shall, in response to the SJPC’s Request for Proposal, also include the following information as indicated on the Web Site Bid Page:

- a) Insurance. The proposer shall provide documentation of insurance for liability coverage with limits as to liability of not less than \$1,000,000.
- b). Small Business Enterprise Questionnaire. The applicant/proposer shall submit a completed form (exhibit Q1).
- c) Mandatory Equal Opportunity. The applicant/proposer shall submit a completed form (exhibit Q2 and Q3).
- d) Stockholder Disclosure Certificate. The applicant/proposer shall submit a completed form (exhibit Q4).



- e) Non-Collusion Affidavit. The applicant/proposer shall submit a completed form (exhibit Q5).
- f) Debarred List Affidavit. The applicant/proposer shall submit a completed form (exhibit Q6).
- g) Affirmative Action Evidence for Procurement. The applicant/proposer shall submit a completed form (exhibit Q7).
- h) Business Registration Certificate. The applicant/proposer shall submit a completed form (exhibit Q8).
- i) Set-Off State Tax. The applicant/proposer shall submit a completed form (exhibit Q9).
- j) Acknowledgement of Receipt of Addenda Form. The applicant/proposer shall submit a completed form (exhibit Q10).
- k) Executive Order #129 Vendor Disclosure Form. The applicant/proposer shall submit a completed form (exhibit Q11).
- l) Executive Order #189 Vendor Code of Ethics Affidavit. The applicant/proposer shall submit a completed form (exhibit Q12).
- m) Executive Order #117 Two Year Chapter 51/ Vendor Certification and Disclosure of Political Contributions. The applicant/proposer shall submit a completed form (exhibit Q13).
- n) Executive Order #151 Contract Compliance. The applicant/proposer complete and submit form AA302 (exhibit Q14).
- o) Employee Information Report. The applicant/proposer shall submit a completed form AA302 (exhibit Q15).
- p) Ownership Disclosure Form. The applicant/proposer shall submit a completed form (exhibit Q16).
- q) Prevailing Wage Notification. The applicant/proposer shall submit a completed form (exhibit Q17).
- r) Public Workers Contract Registration. The applicant/proposer shall submit a completed form (exhibit Q18).
- s) Buy American Notice. In the performance of the work under this contract, the contractor and all subcontractors shall use only domestic materials. (exhibit Q19).
- t) Executive Order #117 Pay-to-Play Restrictions. The applicant/proposer shall submit a completed form (exhibit Q20)

## **INSURANCE REQUIREMENTS**

### **PROFESSIONAL and/ or CONTRACTOR SERVICES CONTRACTS**

Prior to the commencement of any work and until completion and final payment is made for the work / final acceptance of the work, the Contractor will provide and maintain the following minimum levels of insurance at Contractor's own expense. The cost of the required insurance shall be included in the Contractor's bid price and no adjustment shall be made to the contract price on account of such costs unless such approval is provided. The term Contractor shall include Subcontractors and Sub-Subcontractors of every tier. Contractor shall furnish Certificates of Insurance evidencing and reflecting the effective date of coverage as outlined below. In no event shall Work be performed until the required evidence of Insurance is provided in accordance with these Contract Documents and is approved by South Jersey Port Corporation ("SJPC"). If found to be non-compliant, SJPC may purchase the required insurance coverage(s) and the cost will be borne by the Contractor through direct payment/reimbursement to SJPC or SJPC may withhold payment to the Contractor for amounts owed to them.

- a) All insurance shall be procured from insurers permitted to do business in the State in which the project is taking place and having an A.M. Best Rating of at least "A-, Class VIII".
- b) Contractor shall not have a Self Insured Retention (SIR) on any policy greater than \$50,000, which is the responsibility of the Contractor. If Contractor's policy(ies) has a Self Insured Retention exceeding this amount, approval must be received from SJPC prior to starting work. In the event any policy includes an SIR, the Contractor is solely responsible for payment within the SIR of their policy(ies) and the Additional Insured requirements specified herein shall be provided within the SIR amount(s).
- c) All insurance required herein, with the exception of the Professional Liability Insurance, shall be written on an "occurrence" basis. Claims-Made coverage must include:
  - i. The retroactive date must be on or prior to the start of work under this contract; and
  - ii. The Contractor must purchase "tail coverage/an extended reporting period" or maintain coverage for a period of three years, subsequent to the completion of their work / final payment.
- d) The Contractor's insurance carrier (s) shall agree to provide at least thirty (30) days prior written notice to SJPC in the event coverage is canceled or non-renewed and ten (10) days in the event of cancellation for non-payment of premium. In the event of cancellation or non-renewal of coverage(s), it is the Contractor's responsibility to replace coverage to comply with the Contract requirements so there is no lapse of coverage for any time period.

In the event the insurance carriers will not issue or endorse their policy(s) to comply with the above it is the responsibility of the Contractor to report any notice of cancellation or non-renewal at least thirty (30) days prior to the effective date of this notice.

- e) Contractor shall provide SJPC with Certificates of Insurance, evidencing the insurance coverages listed below, ten days prior to the start of work and thereafter upon renewal or replacement of each coverage. The Contractor shall not begin any work until SJPC has reviewed and approved the Certificate of Insurance. The required insurance shall not contain any exclusions or endorsements, which are not acceptable to SJPC.

Failure of SJPC to demand such certificate or other evidence of full compliance with these insurance requirements or failure of SJPC to identify a deficiency from evidence that is provided shall not be construed as a waiver of Contractor's obligation to maintain such insurance.

With respect to insurance maintained after final payment in compliance with a requirement below, an additional certificate(s) evidencing such coverage shall be provided to SJPC with final application for payment and thereafter upon renewal or replacement of such insurance until the expiration of the time period for which such insurance must be maintained.

- f) SJPC shall be added as ADDITIONAL INSURED on all liability policies (except Workers' Compensation and Professional Liability Policy, where applicable), for ongoing operations and completed operations (using ISO Endorsements CG 2010 and CG 2037, or their equivalents) on a primary noncontributory basis. Coverage to include ongoing and completed operations. Each of the Additional Insured's respective officials, employees, agents and representatives shall also be afforded coverage as an Additional Insured. Coverage should be provided for a period of three years subsequent to the completion of work/final payment.

SJPC reserves the right to require Contractor to name other parties as additional insureds as required by SJPC.

There shall be no "Insured versus Insured Exclusion" on any policies (other than "Named Insured versus Named Insured"); all policies will provide for "cross liability coverage" as per standard ISO policy forms.

- g) Waiver of Rights of Subrogation: With the exception of Professional Liability, Contractor shall waive all rights of recovery against Owner/Client, SJPC and all the additional insureds for loss or damage covered by any of the insurance maintained by the Contractor.
- h) The amount of insurance provided in the required insurance coverages, shall not be construed to be a limitation of the liability on the part of the Contractor.
- i) The carrying of insurance described shall in no way be interpreted as relieving the Contractor of any responsibility or liability under the contract.
- j) Any type of insurance or any increase in limits of liability not described above which the Contractor requires for its own protection or on account of statute shall be its own expense.
- k) Contractor shall promptly notify SJPC and the appropriate insurance company(ies) in writing of any accident(s) as well as any claim, suit or process received by the Contractor arising in the course of operations under the contract. The Contractor shall forward

such documents received to his insurance company(ies), as soon as practicable, or as required by their insurance policy(ies).

**REQUIRED COVERAGES - the following may be provided through a combination of primary and excess policies in order to meet the minimum limits set forth below:**

**Workers' Compensation and Employer's Liability:**

Provided in the State in which the work is to be performed and elsewhere as may be required and shall include:

- a) Workers' Compensation Coverage: Statutory Requirements
- b) Employers Liability Limits not less than:
  - Bodily Injury by Accident: \$500,000 Each Accident
  - Bodily Injury by Disease: \$500,000 Each Employee
  - Bodily Injury by Disease: \$500,000 Policy Limit
- c) Jones Act/Maritime Liability and USL&H Coverage, as applicable.
- d) Includes coverage for sole proprietors, partners, members or officers who will be performing the work.

**Commercial General Liability:**

Provided on ISO form CG 00 01 04 13 or an equivalent form including Premises - Operations, Independent Contractors, Products/Completed Operations, Broad Form Property Damage, Contractual Liability, and Personal Injury and Advertising Injury.

- a) Occurrence Form with the following limits:
  - (1) General Aggregate: \$2,000,000
  - (2) Products/Completed Operations Aggregate: \$2,000,000
  - (3) Each Occurrence: \$1,000,000
  - (4) Personal and Advertising Injury: \$1,000,000
- b) Products/Completed Operations Coverage must be maintained for a period of at least three (3) years after final payment / completion of work (including coverage for the Additional Insureds as set forth in these Insurance Requirements).
- c) The General Aggregate Limit must apply on a **Per Project basis**.
- d) Coverage for "Resulting Damage".
- e) No sexual abuse or molestation exclusion.
- f) No exclusion for marine based work.
- g) No amendment to the definition of an "Insured Contract".



b) Minimum Limits of Liability:

Occurrence Limit: \$10,000,000  
Aggregate Limit: \$10,000,000

- c) Insurance to be maintained for the duration of the work and for a period of three (3) years after completion of work / final payment.
- d) No Exclusions for Silica, Asbestos or Lead.
- e) Include Mold Coverage for full policy limit of liability.
- f) Shall include coverage for all pollutants as defined under the Resource Conservation and Recovery Act, as amended, 42 U.S.C. Section 6901 et. Seq. ("RCRA") or any related state or city environmental statute or the removal of any petroleum contaminated material at the project.
- g) All owned and / or 3<sup>rd</sup> Party disposal facilities must be licensed and maintain pollution liability insurance of not less than \$2,000,000, if applicable.

**Professional Liability Insurance:**

- a) Minimum Limits of Liability  
Per Claim Limit: \$10,000,000  
Aggregate Limit: \$10,000,000
- b) The Definition of "Covered Services" shall include the services required in the scope of this contract.

**Owner's Contractor's Protective:**

- a) The Contractor shall obtain an Owner's and Contractor's Protective in the same limits as set forth in #2, Commercial General Liability, above. This policy shall be issued in the name of the SJPC.
- b) If you are providing ongoing and completed operations Additional Insured coverage for one of the following states, noted in "f" above (Montana, New Mexico, Oregon, Colorado, Kansas, California, Louisiana, and Texas) you are required to provide an Owner's Contractor's Protective as outlined in the preceding paragraph.

**Owned, Leased, Rented or Borrowed Equipment:**

Contractor shall maintain Property Coverage for:

- a) their owned, leased, rented or borrowed equipment, tools, trailers, etc.; and
- b) include a Waiver of Subrogation in favor of all Additional Insureds.
- c)

### **Installation Floater:**

- a) Contractor shall provide coverage for damage to property in the course of installation or transit to the installation site.
- b) Coverage shall be equal to the full replacement cost of the equipment or materials being installed. Coverage shall also be provided for any ensuing loss of Business or Rental Income.
- c) Contractor must determine if the Installation Floater policy, if in place for this project, is adequate to protect the interests of Owner.
- d) Include a Waiver of Subrogation in favor of all Additional Insureds.

### **Builders Risk**

The Contractor must place a Builder's Risk policy to protect their interest and the interests of the Contractor for the work to be completed. The Contractor must determine if the Builders Risk policy is adequate to protect the interests of the Port and all of the Additional Insureds listed above. The following are the requirements to be provided under the policy that the Port elects to place:

- a) Full Replacement Cost Coverage
- b) Permission to Occupy will be granted
- c) All Risk Coverage
- d) Business Income and Extra Expense

The Builder's Risk Policy will include the South Jersey Port Corporation, as well as all other parties where required by written contract.

A Waiver of Subrogation will be provided in favor of the following even if their negligence causes the loss and regardless of the extent of their insurable interest in the covered property: the Port, Contractor, Subcontractor, Sub-Subcontractors and all other parties where required by written contract.

### **Indemnification:**

The selected services provider will protect, defend, indemnify and hold harmless the South Jersey Port Corporation, including its respective officials, employees, agents and representatives from and against any and all losses, penalties, damages, settlements, costs, charges, professional fees or other expenses or liabilities arising out of or resulting from the performance of the work or the completed operations provided that any such claims, damage, loss or expense is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of the tangible property including the loss of the use resulting there from; and is caused in whole or in part by any negligent or willful act or omission of the Contractor, Subcontractor(s), Sub-subcontractor(s), and anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable.

In any and all claims against the South Jersey Port Corporation or any of their respective officials, employees, agents and representatives, by an employee of the selected services provider, Contractor,

Subcontractor, or any Sub-subcontractor, or anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, the indemnification obligation shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for any Contractor, Subcontractor or any Sub-subcontractor under Workmen's Compensation Acts, Disability Benefits Acts, or other Employee.

These Indemnification provisions shall survive the termination of this Contract.

### **EXAMINATION AND RESPONSIBILITY**

Bidders should become thoroughly aware of the conditions under which the work will be performed. A Pre-Bid Meeting will be held to orient potential bidders of the project site. Attendance of the Pre-Bid Meeting strongly recommended.

Questions raised by Bidders shall be in writing and will only be officially answered by the issuance of Addenda to all bidders. Only such Addenda will be considered part of the Contract Documents.

Bidders must carefully examine, for themselves, the plans, detailed drawings, estimated quantities and the location of the proposed work, if applicable. They shall exercise their own judgement as to the full scope and nature of the work, the difficulties to be encountered and the accuracy of estimated quantities, when given. Each Bidder will be held fully responsible for having complied with, and thoroughly understood the Contract Documents prior to submitting their bid; and shall not, at any time, thereafter complain of such estimates, nor assert that there was any misunderstanding in regard to the nature or amount of work to be done.

### **QUALIFICATIONS OF BIDDERS**

The Owner may make such investigation, as is deemed necessary, to determine the ability of the Bidder to perform the work; and the Bidder shall furnish to the Owner all such information and data for this purpose as the Owner may request. The Owner reserves the right to reject any bid if the evidence submitted by, or the investigation of such Bidder fails to satisfy the Owner that such Bidder is properly qualified to carry out the obligations of the Contract, and to complete the work therein contemplated. Conditional bids will not be accepted. See also paragraphs in these documents relating to subcontract work.

### **SUBMISSION OF BIDS**

Bids must be submitted at the specified time due in sealed envelopes bearing the name and address of the Bidder on the outside, and also bearing, on the outside, reference to work bid upon. Any bid may be submitted or withdrawn prior to the scheduled time for the opening of bids, or the authorized



postponement thereof. Any bid received after the time and date specified in the Advertisement for Bids or Addenda will not be considered. No Bid may be withdrawn within sixty (60) days after the actual date of the opening thereof.

### **REJECTION OF BIDS**

The Owner reserves the right to reject any or all Bids received. The Owner also reserves the right to receive any and all Bids in whatsoever form they may be, and to waive any informalities in said Bids; or to award the work to whichever Bidder or Bidders it may be considered advantageous so to do, regardless of Bid prices.

### **SUBCONTRACT WORK**

The Bidder shall submit with their Bid, a description of Contract Work they will not be performing with their organization, if any.

### **OBLIGATIONS OF BIDDERS**

At the time of the opening of Bids, each Bidder will be presumed to have inspected the site, and to have read, and to be thoroughly familiar with the Plans and Contract Documents, including all Addenda. The failure or omission of any Bidder to receive or examine any form, instrument, or document, shall in no way relieve the Bidder from any obligations in respect to their bid.

### **CONDITION OF WORK**

Each Bidder must inform themselves fully of the conditions relative to the construction under which the work will be performed. Failure to do so will not relieve a successful Bidder of their obligation to furnish all material and labor necessary to carry out the provisions of the Contract Documents, and to complete the contemplated work for the construction set forth in their Bid.

### **PROJECT SCHEDULE**

The Contractor shall provide to the SJPC and Engineer of Record for the SJPC a schedule of planned submittals and their proposed construction schedule with in two weeks after award of an RFP proposal. The schedule of anticipated submittals for the work to be performed shall include a listing of shop drawings, catalogue cuts, material data sheets etc. together with forecasted dates for planned submission to the Engineer of Record. The construction critical path method (CPM) schedule shall include milestone activities with durations and completion dates necessary for the performance of all

contract construction work. The Contractor is requested to provide monthly updates to the aforementioned schedule for the duration of construction.

### **LIQUIDATED DAMAGES**

In case the Contractor fails to complete the work contracted for, in a manner satisfactory to and acceptable to the Owner, within the stipulated time limit, then the Contractor shall and will pay to the Owner for each and every day they, the Contractor, shall be in default, the sum of Two Thousand Dollars (\$2,000.00) or the sum equal to 1/20 of one percent (1%) of the total consideration provided for under the contract, whichever sum is the greater, which sum per day is agreed upon, fixed and determined by the parties hereto to be liquidated damages, not a penalty.

The Owner shall recover said damages by deducting the amount thereof out of any monies which may be due or become due to Contractor, or by an action of law against the Contractor or their surety, or by either or both of these methods.

In case the Contractor shall be delayed due to the failure on the part of the Owner to furnish anything on its part to be furnished, or of any other cause beyond the control of the Contractor, they shall be entitled to such an extension of time for the delivery of equipment, materials, work and supplies as is the judgement of the Owner shall be fair and just.

### **FINANCIAL DISCLOSURE**

The Applicant/Proposer shall file all Financial Disclosure Statements as required by Law.

### **EVALUATION OF RESPONSES**

#### **Method**

The proposal review team will consist of individuals from the SJPC who will independently analyze each proposal. The evaluation team will analyze how the Respondents qualifications, experience, professional content and proposed methodology meet the SJPC's needs. Proposals should be prepared simply and economically, providing straightforward, concise description of the Vendor's capabilities to satisfy the requirements of this request.

#### **Criteria**

It is the policy of the SJPC that the selection of vendors shall be on the basis of demonstrated competence and on the professional qualifications necessary for the satisfactory performance of the services required. The SJPC will put each proposal submitted through a process of evaluation to determine responsiveness to all administrative and technical requirements of the RFP. Proposals will be

evaluated primarily on cost/cost effectiveness, but the respondent's qualifications, experience, project approach, and methodology may also be considered when evaluating the responsibility of a bid.

The evaluation criteria are intended to be used to make a recommendation to the SJPC Board of Directors, who will award the contract, but who are not bound to use the criteria or to award to Respondent on the basis of the recommendation. Furthermore, the SJPC reserves the right to vary from this procedure as it determines to be in the SJPC's best interest.

### **Additional Information**

The SJPC reserves the right to reject any or all proposals and to waive informalities and minor irregularities in proposals received if deemed in the best interest of the SJPC to do so. A final decision will be made only after all proposals have been received and evaluated and presented to the SJPC Board of Directors for consideration. The SJPC's evaluation process is designed to identify the vendor that provides the most advantageous solution to the SJPC by including an evaluation of each vendor's technical capabilities, past performance, and overall cost of the proposal to the SJPC.

In order to be considered, four (4) hard copies of the Proposal must be received by the SJPC in a sealed envelope marked:

“THIS IS A SEALED PROPOSAL AND SHALL NOT BE OPENED AND READ UNTIL TUESDAY, NOVEMBER 23, 2021 AT 2:00PM EST BY PATRICK BOYLE OR HIS DESIGNEE: SJPC-PDD-112321; and addressed to the South Jersey Port Corporation, Attention: PATRICK BOYLE, Senior Purchasing Agent, 101 Joseph A. Balzano Boulevard (formerly Beckett Street), Camden, NJ 08103.

SEALED Proposals may be mailed or hand delivered to: SJPC: South Jersey Port Corporation, Attention: Mr. Patrick Boyle, Senior Purchasing Agent, 101 Joseph A. Balzano Boulevard (formerly Beckett Street), Camden, NJ 08103

An electronic copy may also be requested at a later date.

The SJPC reserves the right to make any and all decisions regarding the selection of the Project Team and to waive any formality and to take any action that the SJPC determines, in its sole discretion, to be in the best interest of the SJPC. The provisions of the RFP are made for the benefit of the SJPC, and no right shall be deemed to accrue to any person submitting a state of qualifications or proposal by reason

of the submission of any statement of qualification or proposal, or by the waiver or non-enforcement of any provisions or requirements of the RFP or by reason of any term or terms thereof.



## **South Jersey Port Corporation Application for TWIC Escort Sponsorship**

In accordance with 33 CFR 101.514, all persons requiring unescorted access to restricted South Jersey Port Corporation (SJPC or "Port Corporation") facilities must possess a Transportation Worker Identification Credential (TWIC) before such access is granted. Persons seeking access to SJPC facilities who do not physically possess a TWIC may only enter SJPC facilities with an SJPC approved TWIC escort as a side-by-side companion. Each designated TWIC escort will be allowed to escort a maximum of five (5) individuals at any one time.

The sponsoring employer making the nomination for TWIC escorts shall submit the application at least seven (7) days prior to assignment as a TWIC escort. Application shall include a full-size color copy of the TWIC of the nominated employee and certification of training as per 33 CFR 105.215. In addition, the sponsoring employer must certify that the nominated TWIC escort is a full-time employee of the company.

In requesting application for TWIC escorts, the sponsoring company assumes all responsibility for each nominated employee to meet the mandated TWIC escorting requirements relating to restricted area access and agrees to assume any liability imposed by competent Federal authorities for failure of such nominated employee to discharge all responsibilities in accordance with all federal law and policy.

### **Sponsoring Company Information**

Company Name: \_\_\_\_\_

Contact Person: \_\_\_\_\_

Contact Person Title: \_\_\_\_\_

Address: \_\_\_\_\_

City, State, Zip: \_\_\_\_\_

Work Phone: \_\_\_\_\_

Mobile Phone: \_\_\_\_\_

Email Address: \_\_\_\_\_

Fax: \_\_\_\_\_

\_\_\_\_\_

**NOTE: The applicant does not sign the TWIC Escort Sponsorship form. The applicant only signs the training acknowledgement.**

### **Nominated Employee Information**

Full Name (First, Middle, Last): \_\_\_\_\_

Date of Birth (mm, dd, year): \_\_\_\_\_

Address: \_\_\_\_\_

City, State, Zip: \_\_\_\_\_

Work Phone: \_\_\_\_\_

Mobile Phone: \_\_\_\_\_

Email Address: \_\_\_\_\_

Fax: \_\_\_\_\_

Date Employed by Nominated Employer: \_\_\_\_\_

TWIC escorting privileges are granted at the sole discretion of the SJPC, for a period determined by the SJPC, and the SJPC reserves the right to deny granting escorting privileges or to suspend, revoke or deny renewal of escorting privileges previously granted as follows:

1. Submittal by an employer or nominated applicant of false or misleading information.
  - Failure to adhere to the policies, rules and regulations of the SJPC or other applicable federal, state or local laws and regulations, including, but not limited to:
    - Any attempt to gain entrance to the SJPC's facilities, or restricted areas within its facilities, through fraud or deception;
    - Any attempt to bypass established entry points;
    - Use or attempted use of a credential issued to anyone other than the approved TWIC escort, or loaning of an approved TWIC escort credential to another person;
    - Failure to perform escorting duties in the manner prescribed in this policy.
2. Conviction of an approved TWIC escort of any offense for which he or she would have initially been denied approval in accordance with the policies of the Port Corporation.
3. Failure to present a TWIC upon request, loss of TWIC privileges or an expired TWIC,
4. An employer no longer meets the criteria under which their eligibility was initially established or an approved TWIC escort leaves the employment of the company for which escorting privileges were approved.
5. The **TWIC Escort privileged expire on the expiration of the TWIC card** provided when certified. When the escort's TWIC expires, a new application and retrain is required with the renewal TWIC card.

**Submitted by:**

Full Name (First, Middle, Last): \_\_\_\_\_

Title: \_\_\_\_\_

Date Submitted: \_\_\_\_\_

*I certify that the applicant named in the application has received escort training as per 33 CFR 105.215.*

\_\_\_\_\_  
*Signature*

\_\_\_\_\_  
*Name Printed*

\_\_\_\_\_  
*Date*

*I certify that the applicant named in this application is a full-time employee of the sponsoring company named above.*

\_\_\_\_\_  
*Signature*

\_\_\_\_\_  
*Name Printed*

\_\_\_\_\_  
*Date*

*I certify to the best of my knowledge and belief that this application is correct and complete and I knowledge and accept all terms and conditions contained herein.*

\_\_\_\_\_  
*Signature*

\_\_\_\_\_  
*Name (Printed)*

\_\_\_\_\_  
*Date*

**ATTACH A COLOR COPY OF BOTH SIDES OF THE APPLICANT'S TWIC CARD.**

Return completed Application for TWIC Escort Sponsorship, TWIC Escort Acknowledgment and the copy of the applicant's TWIC card to:

South Jersey Port Corporation  
ATTN: Chuck O'Leary  
Kevin Greenjack  
P.O. Box 129  
Camden, NJ 08101-0129

Or send via email as an attached PDF file to:

[coleary@southjerseyport.com](mailto:coleary@southjerseyport.com) [kgreenjack@southjerseyport.com](mailto:kgreenjack@southjerseyport.com)

**Questions regarding the SJPC TWIC Escort Training can be directed to the above.**