



REQUEST FOR SEALED PROPOSALS

FOR

SERVICES UNDER A FAIR AND OPEN PROCESS FOR
ACQUISITION OF NEW FORKLIFTS

SOUTH JERSEY PORT CORPORATION

101 Joseph A. Balzano Boulevard

Camden, NJ 08103

Proposal Due Date: November 25th, 2019

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.

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
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 25th, 2019 AT 3:00 P.M. BY PATRICK BOYLE OR HIS
DESIGNEE: SJPC-CBRP6519"**

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 in the "A" Building Conference Room at South Jersey Port Corporation, Balzano Marine Terminal, 101 Joseph A. Balzano Boulevard (formerly Beckett Street), Camden, New Jersey 08103.

Receipt of Proposals

All proposals must be received by November 25th, 2019 at 3:00PM EST. No proposal will be received 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 interest of the SJPC.

Questions regarding this Request for Proposals may be directed to Patrick Boyle, Senior Purchasing Agent, in writing at pboyle@southjerseyport.com.

REQUEST FOR PROPOSALS

Forklift Acquisition Project

1.0 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.

2.0 Purpose of Proposal-Scope of Work

Acquisition

Minimum of nine (9) Forklifts as follows:

	55K Lift Qty: 1	36K Lift Qty: 1	15K Lifts Qty: 3	10K Lifts Qty: 4
Mast Height	134"	12'	125"	107"
Coil Ram Size	89"	89"	NA	NA
Fork Size	101"	98"	50"	50"
Solid Tires	yes	yes	yes	yes
Parts Manual	yes	yes	yes	yes
Service Manual	yes	yes	yes	yes
Tier 4 Engine	yes	yes	yes	yes

Optional Additional Purchase

Possible additional units as follows on a per-unit basis:

	55K Lift	36K Lift	15K Lifts	10K Lifts
Mast Height	134"	12'	125"	107"
Coil Ram Size	89"	89"	NA	NA
Fork Size	101"	98"	50"	50"
Solid Tires	yes	yes	yes	yes
Parts Manual	yes	yes	yes	yes
Service Manual	yes	yes	yes	yes
Tier 4 Engine	yes	yes	yes	yes

Delivery

Delivery must be made on or before January 31st, 2020.

3.0 Submission/Proposal Request

3.1 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. 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.
 - e. 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.”
 - f. 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:
 - Consulting
 - Installation and training
 - Sales, marketing and administrative support
 - vi. Location of headquarters and any field offices
 - vii. 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. 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.
4. Staff Resources – Identify names of principals and key personnel who will perform the work.
5. Cost Schedule: Provide a cost schedule for the scope of work identified under Section 2.0, including optional additional purchases, and a project schedule.

4.0 Additional Applicant Responsibilities in Responding to the Request for Proposals

4.1 The applicant/proposer shall, in response to the SJPC's Request for Proposal, also include the following information:

- a. Small Business Enterprise Questionnaire. The applicant/proposer shall submit a completed form (exhibit Q1).
- b. Stockholder Disclosure Certificate. The applicant/proposer shall submit a completed form (exhibit Q4).
- c. Non-Collusion Affidavit. The applicant/proposer shall submit a completed form (exhibit Q5).
- d. Debarred List Affidavit. The applicant/proposer shall submit a completed form (exhibit Q6).
- e. Business Registration Certificate. The applicant/proposer shall submit a completed form (exhibit Q8).
- f. Set-Off State Tax. The applicant/proposer shall submit a completed form (exhibit Q9).
- g. Acknowledgement of Receipt of Addenda Form. The applicant/proposer shall submit a completed form (exhibit Q10).
- h. Executive Order #129 Vendor Disclosure Form. The applicant/proposer shall submit a completed form (exhibit Q11).
- i. Executive Order #189 Vendor Code of Ethics Affidavit. The applicant/proposer shall submit a completed form (exhibit Q12).
- j. Executive Order #117 Two Year Chapter 51/ Vendor Certification and Disclosure of Political Contributions. The applicant/proposer shall submit a completed form (exhibit Q13).
- k. Executive Order #15 Contract Compliance. The applicant/proposer complete and submit form AA302 (exhibit Q14).
- l. Executive Order #117 Pay-to-Play Restrictions. The applicant/proposer shall submit a completed form (exhibit Q20).

5.0 Insurance and Indemnification

A. General Insurance Requirements

1. The Professional Services shall not commence until the Professional Service Contractor has obtained, at their own expense, all of the insurance as required hereunder and such insurance has been approved by the South Jersey Port Corporation; nor shall the Professional Service Contractor allow any Subcontractor to commence work on any South Jersey Port Corporation projects until all insurance required of the Subcontractor has been so obtained and approved by the Contractor. Approval of insurance required of the Professional Service Contractor will be granted only after submission to the South Jersey Port Corporation, original certificates of insurance signed by authorized representatives of the insurers or, at the South Jersey Port Corporation request, certified copies of the required insurance policies.
2. The Professional Service Contractor shall require all Subcontractors to maintain during the

term of the Contract commercial general liability insurance, business auto liability insurance, and workers compensation and employer's liability insurance at the same limits required of Professional Service Contractor.

3. All insurance policies required hereunder shall be endorsed to provide that the policy is not subject to cancellation and non-renewal until thirty (30) days prior written notice has been given to the Owner by the Professional Service Contractor, except in the event of non-payment of premium which is ten (10) days.
4. No acceptance and/or approval of any insurance by the South Jersey Port Corporation shall be construed as relieving or excusing the Professional Service Contractor (or the Professional Service Contractor's Surety, if applicable) from any liability or obligation imposed upon either or both of them by provisions of this Contract.
5. Any deductibles or retention's of (\$5,000) or greater shall be disclosed by the Professional Service Contractor, and are subject to South Jersey Port Corporation's written approval. Any deductible or retention amounts elected by the Professional Service Contractor or imposed by the Professional Service Contractor's insurer(s) shall be the sole responsibility of the Professional Service Contractor.
6. All insurance coverage shall be with AM Best Rating A-, VIII or better insurance companies licensed to do business in the State of New Jersey.
7. Insurance provided to the South Jersey Port Corporation as specified herein shall be primary, and any other insurance, self-insurance, coverage or indemnity available to the Owner and Owner's shall be excess of and non-contributory with insurance provided.
8. Contractor shall name South Jersey Port Corporation 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 directors, officers, partners, members, 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.
9. Waiver of Rights of Subrogation: Contractor shall waive all rights of recovery against South Jersey Port Corporation for loss or damage covered by any of the insurance maintained by the Contractor.

B. Professional Service Contractor Liability Insurance Requirements

The Professional Service Contractor shall purchase the following:

1. Commercial General Liability insurance for bodily injury, personal injury, advertising injury and property damage including loss of use, with minimum limits of:

\$1,000,000 each occurrence;

\$1,000,000 personal and advertising injury;

\$2,000,000 general aggregate; and

\$2,000,000 products/completed operation aggregate.

This insurance shall include coverage for all of the following:

- General aggregate limit;
- Liability arising from premises and operations;
- Liability arising from the actions of independent contractors;

- Contractual liability including protection for the Professional Services Contractor from bodily injury and property damage claims arising out of liability assumed under this Contract.

- 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)

- No amendment to the definition of an “Insured Contract”

- The definition of an “Insured Contract” must be amended to provide coverage for all work on or within 50 feet of a railroad, if applicable. A stand-alone Railroad Protective Liability policy may be required based on the scope of this project.

2. Business auto liability insurance with a minimum limit of \$1,000,000 per accident and including coverage for all of the following:

- Liability arising out of the ownership, maintenance or use of any auto;
- Auto non-ownership and hired car coverage.

3. Workers’ Compensation insurance with statutory benefits as required by any state or Federal law, including standard “other states” coverage; Employers Liability insurance with minimum limits of:

\$1,000,000 each accident for bodily injury by accident;

\$1,000,000 each employee for bodily injury by disease; and

\$1,000,000 policy limit for bodily injury by disease.

4. Professional Liability: Professional Service Contractors (such as, but not limited to Architects, Engineers, Attorneys, Physicians, and Risk Management Consultants) shall provide the South Jersey Port Corporation with a certificate of insurance evidencing Professional Liability and/or Malpractice Insurance with minimum limits of \$1,000,000 combined single limit.

5 Umbrella / Excess liability insurance to apply on a Following Form Basis of the Commercial General Liability, Automobile Liability and Employer's Liability with minimum limits of:

\$5,000,000 per occurrence; products/completed operations and auto	\$5,000,000 aggregate for other than liability; and
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\$5,000,000 products/completed operations aggregate.

C. Indemnification

1. The Contractor will protect, defend, indemnify and hold harmless the South Jersey Port Corporation, its commissioners, agents, servants, employees 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 agents or employees, by an employee of the 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.

Financial Disclosure

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

6.0 Evaluation of Responses

6.1 Evaluation 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.

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 is 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.

6.2 Evaluation Method

6.2.1 Compliance Check: All Proposals will be reviewed to verify that minimum requirements have been met. Proposals that have not followed the requirements in this RFP or do not meet minimum content and quality standards may be eliminated from further consideration.

6.2.2 Analysis: 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. Points will be assigned by each committee member using the point-scoring schedule below as a guideline. Proposals should be prepared simply and economically, providing straightforward, concise description of the Vendor's capabilities to satisfy the requirements of this request.

6.2.3 Point-Scoring Schedule

Qualifications will be evaluated using the following criteria:

1. Cost/Cost Effectiveness
The extent to which the total cost present to complete the project provides benefits worth the expense.
2. Respondent's ability to deliver the equipment by the proscribed date of delivery.

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.

7.0 Timeline for RFP

Submittal Timeline. The following is the likely schedule and timing leading up to a contract signing. The SJPC may change this schedule as appropriate:

1. Request for Proposals posted on SJPC website and official newspapers.
2. Proposals due November 25th, 2019 by 3:00p.m. EST
3. Review period through December 10th, 2019.

4. Recommendation to Board and contract awarded by SJPC through resolution by December 10th, 2019

In order to be considered, four (4) hard copies of the Proposal must be received by the SJPC prior to November 25th, 2019 3:00 P.M. EST, in a sealed envelope marked:

THIS IS A SEALED PROPOSAL AND SHALL NOT BE OPENED AND READ UNTIL NOVEMBER 25TH, 2019, AT 3:00P.M. BY PATRICK BOYLE OR HIS DESIGNEE: SJPC-CBRP5619"

Proposals may be mailed or delivered to the SJPC:

**South Jersey Port Corporation
Attention: Patrick Boyle, Senior Purchasing Agent
101 Joseph A. Balzano Boulevard (formerly Beckett Street)
Camden, NJ 08103**

The SJPC reserves the right to make any and all decisions regarding the selection of the Professional 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.