

REQUEST FOR SEALED PROPOSALS

KOCKS CRANE MODERNIZATION PROJECT

SJPC- KCMP-02042020

SOUTH JERSEY PORT CORPORATION
101 Joseph A. Balzano Boulevard
Camden, NJ 08103

Proposal Due Date: F e b r u a r y 4 t h , 2 0 2 0
@ 2 : 0 0 P M

INFORMATION TO RESPONDENTS

Sealed qualifications 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 mandatory project on-site review and walk down meeting for all bidders for this project will be held at the Balzano Terminal on January 7th, 2020 at 10:00 AM

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 George Englehardt, Port Engineer
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 FEBRUARY 4th, 2020 @ 2:00 PM BY GEORGE ENGLEHARDT, OR HIS DESIGNEE: SJPC-KCMP-02042020

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 2:00 PM on February 4th, 2020

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 George Englehardt, Port Engineer, at genglehardt@southjerseyport.com.

REQUEST FOR PROPOSALS KOCKS CRANE MODERNIZATION PROJECT

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

**Kocks Crane Modernization Project
South Jersey Port Corporation, Balzano Marine Terminal,
101 Joseph A. Balzano Blvd. Camden, New Jersey 08103**

Notice is hereby given that Sealed Bids will be received, opened, and read aloud at the Balzano Marine Terminal, Bldg. "A" 1st floor Conference Room on February 4th, 2020 @ 2:00 PM.

A Mandatory Pre-Bid meeting will be held on January 7th, 2020 @ 10:00 AM.

For Port Entry and Security purposes, participants planning to attend the Pre-Bid Meeting MUST notify in advance the Port Engineer @ GEnglehardt@southjerseyport.com

The Kocks Crane at the Balzano Terminal is a 1982 Diesel-electric heavy-duty multi-purpose bulk cargo crane with container capability. The control system for this crane is outdated, and replacement parts are increasingly unavailable. The purpose of this project is

to upgrade the control system with modern technology and hardware, in order to increase the reliability and improve the serviceability of the crane.

In addition, an anti-collision system is to be installed to prevent collisions between this crane and the Paceco crane at the site, and to prevent hard collisions with the end stops as the cranes travel along the dock.

Required services under this RFP will include system & component design, equipment supply and installation, commissioning, system testing, and training of operator and maintenance personnel.

Equipment and Component Background:

Kocks Crane & Marine, S/N: 73904

Nameplate Design Conditions:

Load at Ropes: 50 s tons

Container Operation: 57 s tons

Grab Bucket Operation: 34 s tons

Magnet Operation: 38 s tons

Heavy Lift Operation: 9 s tons

Methods of operations used:

1. Skip pan operation (scrap modes times 2).
2. Container operation.
3. 4-rope bucket operation with 3 different size buckets.
4. Magnet operation.
5. Small beam operation.
6. Heavy lift operation.

Controlled functions of the crane:

1. Tandem line hoisting.
2. Hold or Close line hoisting.
3. Trolley house slewing.
4. Trolley travel.
5. Gantry travel.
6. Boom hoisting.

Scope of Work:

Provide Design, Install, Start-up and Commissioning Services

Contractor to provide a lump sum proposal in US dollars to supply all design services, materials, labor, tools, consumables, transportation, cranes, supervision, scaffolding, PPE, material control, and any temporary facilities as necessary to provide a complete and functional crane control system as described herein.

- Provide project schedule, including:
 - Engineering
 - Material procurement & delivery

- Site mobilization
- Construction activity
- Startup/ commissioning
- Union labor requirements and prevailing wages will apply
- General contractor to provide safety record statistics
- Contractor to identify all subcontractors to be utilized on the project, including their safety records.
- Work to be conducted in compliance with all applicable safety regulations, including OSHA, especially as they pertain to fall protection, confined space work, LOTO, hot work, etc.
- Equipment and installation shall be in compliance with National Electric Code and other applicable standards.
- As a state agency, South Jersey Ports is a tax-exempt organization
- Standard site working hours are: Monday to Friday, 8:00 AM to 5:00 PM.
- Installation shall be performed in such a manner to minimize outage time on the cranes
- Crane operation schedules to be coordinated with Port personnel
- New control system components are to be installed while the existing system remains in place and operating until cutovers to new systems occur. Once the new systems are functional, old equipment can be decommissioned and removed.
- A single crane outage of no longer than one week can be scheduled, if necessary, for final cutovers and testing.
- Contractor to provide labor and equipment rates that will be applicable to any scope additions or field changes to the project

The following items are included in the scope of the project:

Remove and replace existing Hold / Gantry + Close / Gantry MG controller system with a new Digital Motor Generator control system

Hold/Gantry or Close/Gantry DMG controller Upgrade (2)

A new DMG controller shall be used to replace the original MG set controller. A new sub panel shall contain all the required devices for the replacement, including the interface relays, signal conditioners and electronic field loss protection for the external motions.

- Nidec or equivalent DMG Controller system for Generator and Hoist motors field control
- Feedback interfaces for DMG controller signals.
- Generator field resistor and MOV protection.
- Field controllers for Gantry (2)
- Added field loss and field protection for Gantry
- Interface relays for heavy duty device interface.
- Joystick converter module for reference.
- Nidec or equivalent digital encoder for hoist motors speed feedback
- Circuit breaker for AC power disconnect to DMG
- Circuit breaker for control power.

Remove and replace existing Trolley / Boom + Slew MG Controller system with new

DMG control system

Trolley/Boom DMG controller Upgrade

A new DMG controller shall be used to replace the original MG set controller. A new sub panel shall contain all the required devices for the replacement, including the interface relays, signal conditioners and electronic field loss protection for the external motions.

- Nidec or equivalent DMG Controller system for Generator and Trolley motor field control
- Feedback interfaces for DMG controller signals.
- Generator field resistor and MOV protection.
- Field controllers for Boom
- Add field loss and field protection for Boom
- Interface relays for heavy duty device interface.
- Joystick converter module for reference.
- Circuit breaker for AC power disconnect to DMG
- Circuit breaker for control power.

Slew DMG controller Upgrade

A new DMG controller shall be used to replace the original MG set controller. A new sub panel shall contain all the required devices for the replacement, including the interface relays, signal conditioners and electronic field loss protection for the external motions.

- Nidec or equivalent DMG Controller system for Generator and Slew motor field control
- Feedback interfaces for DMG controller signals.
- Generator field resistor and MOV protection.
- Interface relays for heavy duty device interface.
- Joystick converter module for reference.
- Circuit breaker for AC power disconnect to DMG
- Circuit breaker for control power.

Magnet control

The Magnet controller and its power devices will not be replaced as part of this project; however, it is to be interfaced to the new control system.

PLC system upgrade with remote I/O on Trolley, Cab and Gantry. Fiber Optic communications

Programmable Logic and Diagnostic Control System

The relay control system is to be replaced by a PLC control system. PLC system is to be comprised of a main PLC in a cabinet located in the machinery room. Remote I/O will be located at various points around the crane. Ethernet communications using fiber optic cabling is to be used to connect RIO to main PLC. PLC system is to communicate with the DMG controller via Ethernet using Ethernet Global Data (EGD) communications protocol for high speed control. Main PLC and remote Racks to be powered via a UPS for clean power supply with no interruption during power transfer.

PLC system to include two LAN connections for system communications (Drives+ CMS and RIO). PLC system to include equipment in the following locations:

- Main PLC cabinet in Electric Room.
- Boom Remote I/O for Boom house / station.
- Diesel Remote I/O for Diesel house and interface.
- Trolley Machine house
- Operators CAB / Chair
- Gantry Operators Station.
- Drive cabinets Remote I / O - Interface to equipment (4)

Ethernet Communications

Communications between PLC, Remote I/O and digital DC drives will use high speed Ethernet connection and EGD for control. Communications between CraneView diagnostics and PLC digital DC drives to use Ethernet communications. Connection to the digital DC drives to be via fiber optic for better noise immunity. The Ethernet equipment is as follows:

- Managed Ethernet switch with copper and fiber optic ports.
- Power supply for Ethernet switch.
- CAT6 connections to PLC, CraneView, and programmer when required.
- Fiber Optic connection to digital DC drives.
- Fiber Optic connection to GOS and CAB remote I/O (If option used)

Operators Control Chair (provide option pricing)

Remove and replace existing control chair with new dual joystick control chair. A new operator's control chair is to be provided with built-in control devices for necessary crane functions to replace the existing chair.

J.R. Merritt Controls "Merritt Ultra" or equivalent i.e. similar chair with heavy duty joysticks suitable for installation in the existing cab is to be provided.

Crane Management System

Provide hardware and software as listed below for the project. A standalone desktop computer with monitor (or a touchscreen computer for cabinet mounting) is to be located near the control system electronics. Standalone computer will pull all control system information into a centralized database.

System Features:

Advanced Crane Diagnostics to allow the user to monitor the Crane and drive control system through menu driven graphical screens. Enhanced diagnostics reduce the time required to troubleshoot problems and get the crane back into operation.

Typical system features to include:

- Multiple drive to one common location
- 100 Mbaud Ethernet communication to all drives
- Last fault/alarm at bottom of screen with pop-up for more information
- Fault and alarm monitoring with pop-up for more information
- Trending - real time and historical displays, data logging of 6 analogs per drive
- Real time status updates of all digital and analog values
- User friendly information with pop-ups for all parameters and on-screen text
- CAD drawing list and viewer

- Operation and Maintenance manuals and PDF documents viewer
- Four different levels of security that restricts access and prevents parameter changes
- Help button for pop-up help on every screen
- Spare parts list database viewer with Add/Edit/Delete functions
- Multiple structured drive status and information screens
- Drill down screen navigation down device listing within cabinets with pop-up for more information
- Drill down screen navigation of alarms down to cabinet level with pop-up
- Permits screens displaying conditions required to operate motions / functions

CraneView Lite diagnostics Touch screen display on each enclosure door

CraneView SA-Lite Diagnostics (or equivalent proprietary software)

Stand alone LITE diagnostics provides a common point for the crane and drive systems providing online real time and historic status/ monitoring. The system will display with help information each parameter in the DMG Controllers, Logging of operating values and faults.

- Touchscreen display located in enclosure door.
- Editing keyboard in drop down tray.
- Ethernet interface to DMG controllers and PLC

Redraw crane electrical diagrams with CAD

Redraw the crane electrical system in AutoCAD electrical format. This will create a new set of drawings to replace the original set and is to include:

- AutoCAD Electrical format saved in native and PDF formats
- Replaces all existing diagrams, integrating the new control system
- Easier to read and update with current state of crane.
- Electronic viewer provided with CraneView system.
- Redline marked up set of original drawings to show area of change and interface to old equipment/wiring.

Start Up specification

Creation of startup/commissioning procedures and checklists. This will include and document with check lists (I/O, Alarms etc.) that will be used and marked up during the startup of items checked and results found and will include:

- Check list of devices and functions
- I/O list of PLC physical points
- I/O list of electronic interfaces for drives.
- Alarm list for PLC and drives to Diagnostic system.

Ruggedized Programming Laptop

PLC Programming, monitoring and digital DC drives configuration, monitoring is provided in a laptop computer that will connect to the Ethernet network as required. The programming terminal will be configured and contains software as follows:

- DELL XFR Toughbook laptop computer or equivalent.
- Windows Operating system.
- Configuration software for digital DC drives.
- GE Proficy ME Ladder professional software (or equivalent) for PLC system.

- CraneView or equivalent Studio editing software for CMS system.
- Ethernet interface to DMG controllers and PLC.
- Backpack for easy transport of Laptop
- Configured and tested during start up

Remote view wireless monitoring (provide option pricing)

Remote View Wireless Monitoring

Remote Ethernet Wireless network from crane to base station, provides remote monitoring of CraneView or equivalent system and Ethernet connection to PLC and drives with programmer if needed. Each Radio unit mounted in outdoor rated enclosure; and Mounted in line of sight location to each other. Connection between crane network and base station as follows: -

- Radio LAN Interface at each end
- Antenna with high gain connected to radio module
- Antenna mount and radio enclosure.
- “CraneView” or equivalent configured for remote access.
- Base Station desktop computer.
- One year of ADMS Support remote access.

Provide and install a new anti-collision system for the (2) site cranes (provide option pricing)

Supply a new Symeo or equivalent radar based anti-collision system to provide:

- Collision prevention between the Kocks crane and its travel end stop
- Collision prevention between the Kocks crane and the adjacent Paceco crane
- Collision prevention between the Paceco crane and its travel end stop

The new system shall consist of system controllers to be mounted on each crane and at the end stop locations.

All required system components, such as AC to DC power converters, mounting pole and plates, system software, operation and maintenance procedure manuals.

Provide AC power to end stop locations from local power panels (field locate)

All components shall be mounted, aligned, and tested. The system shall have pre-warning alarms integrated into the crane control systems, as well as slowdown/ shutdown functions for gantry travel.

By-pass/ reset capability is required, to allow restart & movement of the cranes following a system trip.

Wiring, conduit, etc. as needed to connect anti-collision system components to the crane control system is to be provided and installed.

The system is to be adjusted and tested for proper operation of the slow down and stop distances for each unit. Reference information:

<https://www.symeo.com/en/applications/distance-measurement/index.html>

Provide on-site training for the hardware supplied and system operation

Conduct an on-site system training class to provide basic system training for up to eight site personnel. Provide training manuals in hard copy format and hands-on exercises. Course to cover the operation, maintenance and troubleshooting of the control system and associated equipment

System Documentation

Copies of drawings and instruction manuals to be provided in PDF format on a USB flash drive.

Spare Parts

Recommended spare parts lists for new systems with current pricing & availability as follows:

- Local distributor or service center stock
- Factory order
- Third party supplier

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 system.

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:

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 the scope of work identified under Section 2.0 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

A. General Insurance Requirements

1. The Services shall not commence until the 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 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 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 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 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 Service Contractor.
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 (\$5,000.00) 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 Service Contractor or imposed by the Service Contractor's insurer(s) shall be the sole responsibility of the 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. Coverages are 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. Service Contractor Liability Insurance Requirements

The Service Contractor shall purchase the following:

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

\$1,000,000 each occurrence;

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

\$2,000,000 general aggregate; and

\$1,000,000 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 Services Contractor from bodily injury and property damage claims arising out of liability assumed under this Contract.

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 with minimum limits of:

\$5,000,000 per occurrence;

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

C. Indemnification

1. The Contractor will protect, defend, indemnify and hold harmless the South Jersey Port Corporation 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.

EXAMINATION AND RESPONSIBILITY

Bidders must visit the site and become thoroughly aware of the conditions under which the work will be performed. In addition to individual Bidder's visits, there will be a Bidder's Meeting, see Page A-1. Questions raised by Bidders at the time of the visit, or at any other time during the bidding, 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. 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

At, or prior to, Contract Award, the Contractor will submit to the Engineer, for approval, a complete schedule for the performance of the contract, incorporating all conditions of the contract, and separating the various segments of work.

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

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 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.

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. 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.

Point-Scoring Schedule

Qualifications will be evaluated using the following criteria:

1. Respondent's Qualification and Experience

Verifiable technical capacity, experience on similar projects and an outstanding record of successfully completed projects. Documentation of these projects should be provided. Past performance on similar projects may be included.

2. Project Approach and Methodology

Respondent's familiarity with and the understanding of the project opportunities and challenges/constraints. Demonstrate processes that will highlight Respondent's ability to provide innovative solutions and complete the work as outlines in the RFP. Respondents should provide a detailed methodology for accomplishing the project goals.

3. Cost/Cost Effectiveness

The extent to which the total cost present to complete the project provides benefits worth the expense.

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.

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:

Request for Proposals posted on SJPC website and official newspapers.

Proposals due February 4th, 2020 @ 2 :00 p.m. EST

Review period and recommendation to Board of Directors on February 25th, 2020

Contract awarded by SJPC through Board resolution after Governor Veto Period

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 FEBRUARY 4th, 2020 AT 2:00 P.M. BY GEORGE ENGLEHARDT OR HIS DESIGNEE: SJPC-KCMP-02042020

;and addressed to the South Jersey Port Corporation, Attention: George Englehardt, Port Engineer, 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: George Englehardt, Port Engineer
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 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 kgreenjack@southjerseyport.com

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

BID FORM

Having carefully examined the Contract Drawings, Technical Specifications, and Agreement for this project, and having examined all conditions affecting the work, the undersigned proposes to complete the work as set forth therein and to furnish all equipment, supervision, transportation, labor, materials and services required to execute the work in accordance with the Contract Drawings and Documents for the following Unit Price Costs, unless noted otherwise:

It is understood and agreed that any incidental work necessary to complete the Project in its entirety will be included in the line items, unit prices and lump sum bid, whether or not the line item or items shall specifically state the nature of the incidental work. The line item or items which the incidental work, and the incidental costs, are included shall be selected by the Bidder. It is also understood and agreed that each line item of work in the Proposal shall include all superintendency costs, markups, and other costs envisioned by the Bidder. In other words, all line item costs bid shall be "all-inclusive". Therefore, the unit prices to be entered on the Bid Form are obtained by dividing the total cost bid to complete the line item by the quantity shown of the form. The bid shall be determined by adding all line item costs for all Bid Items under Base Bid. This grand total Base Bid Price shall constitute the Lump Sum Base Bid Cost of the Project.

Negotiations for the adjustments of the unit price of any item will be completed only when that item and other work or items affecting its quantity have been completed and the total net change in the quantity of such item can be ascertained with sufficient accuracy to determine if it be eligible for consideration in accordance with the foregoing provisions.

The bidder must also furnish a price for all Optional Bids or Alternates requested, as well as all separate unit price items requested. Failure to do so will constitute an incomplete bid, which will be rejected by the South Jersey Port Corporation.

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.

A. Provide a Field Organizational Chart with Names of Key Personnel

B. 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 Project Engineer time to evaluate and make a decision. The Project Engineer will notify the Contractor of the acceptance of their bid in writing within ninety (90) days following the bid date.

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 Lump Sum Bid Price \$ _____

CORPORATE SEAL

Contractor: _____

Primary Contact Name: _____

By: _____

Title: _____

Date: _____

Business Address: _____

Phone No.: _____