

# **ADVERTISEMENT FOR BIDS**

**SJPC – DPRP – 01142020**

**REQUEST FOR SEALED PROPOSALS**

**DRY-PIPE FIRE PROTECTION SYSTEM REPLACEMENT  
BUILDINGS A-4, C, & N**

**SOUTH JERSEY PORT CORPORATION  
2500 BROADWAY, CAMDEN, NEW JERSEY 08104**

Notice is hereby given that sealed bids will be received, opened and read aloud in public at the Broadway Terminal Board Room of the South Jersey Port Corporation, 2500 Broadway, Camden, New Jersey 08104 on **January 14<sup>th</sup>, 2020, 3:30 PM** for Dry-Pipe Fire Protection Replacement of Buildings A-4, C, & N, 2500 Broadway, Camden, New Jersey.

The project requires the Contractor to provide for the replacement of the existing Dry-Pipe Sprinkler Systems in Buildings A-4, C, and N as indicated in the Contract Documents.

A **Mandatory Pre-Bid Conference and site walk down**; will be held in the Broadway Terminal Board Room of South Jersey Port Corporation, on **December 12th, 2019, @ 1:00 PM**.

Contract Documents and drawings will be available at the Pre-Bid Conference for a cost of \$75.00 per set. Checks must be made payable to the South Jersey Port Corporation; the sum is not refundable.

The complete complement of required forms is available on the web-site at southjerseyport.com under the Bids Tab, and shall form the basis upon which bids shall be tendered and reviewed.

**For Port Entry and Security purposes, participants planning to attend the Pre-Bid Meeting MUST notify in advance the Port Engineer at [GEnglehardt@southjerseyport.com](mailto:GEnglehardt@southjerseyport.com)**

## **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.

### **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  
2500 Broadway, Camden 2500 Broadway, Camden, NJ 08104

Proposal must contain the following statement on the envelope:  
“THIS IS A SEALED PROPOSAL AND SHALL NOT BE OPENED AND READ UNTIL  
January 14<sup>th</sup>, 2020 @ 3:30 PM BY GEORGE ENGLEHARDT, OR HIS DESIGNEE:

The South Jersey Port Corporation (hereinafter “SJPC”) will not assume responsibility for proposals not delivered in person.

### **Receipt of Proposals**

All proposals must be received by 3:30 PM on Tuesday, January 14th, 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 interest of the SJPC.

Questions regarding this Request for Proposals may be directed to George Englehardt, Port Engineer, in writing at [genglehardt@southjerseyport.com](mailto:genglehardt@southjerseyport.com).

### **INFORMATION FOR BIDDERS**

*A Mandatory Pre-Bid Conference will be held in the Board Room of the Broadway Terminal 2500 Broadway, Camden, NJ at 1:00 PM on December 12<sup>th</sup>, 2019.*

**For Port Entry and Security purposes, participants planning to attend the Pre-Bid Meeting MUST notify in advance the Port Engineer at [GEnglehardt@southjerseyport.com](mailto:GEnglehardt@southjerseyport.com)**

Access to the Broadway Terminal is granted by means of a guarded gateway and requires certain ID as a United States citizen. Access is allowed only by means of a Transport Workers Identification Card (TWIC).

**Contract Documents and drawings will be available at the Pre-Bid Conference for a cost of \$75.00 per set. Checks must be made payable to the South Jersey Port Corporation; the sum is not refundable.**

**The complete complement of required forms is available on the web-site at southjerseyport.com under the Bids Tab, and shall form the basis upon which bids shall be tendered and reviewed.**

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

**The award shall be subject to Contractor securing any necessary permits governing the work.**

### **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.
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 retentions 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 Professional Service Contractor or imposed by 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 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 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 of all 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 Service 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 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 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), 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 or for any Contractor, Subcontractor or any Sub-subcontractor under Workers' Compensation Acts, Disability Benefits Act, 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 Project 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.



## 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 know 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.***

## **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:

		.	<b>DISCRIPTION</b>	<b>Line Total</b>
<b>TOTAL LUMP SUM BID</b>				
\$ _____				

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 superintendence 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 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.

Best 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.

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

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

B. We Acknowledge Receipt of the Following Addendum

ADDENDUM NO. \_\_\_\_\_

ADDENDUM NO. \_\_\_\_\_

ADDENDUM NO. \_\_\_\_\_

**Safety**

All the work herein specified shall be performed according to applicable OSHA standards, and in accordance with all local, state and federal regulations. It is to be clearly understood that the CONTRACTOR is solely responsible for the safety of their workers, their SUBCONTRACTORS, and equipment.

CONTRACTOR shall submit a Safe Work Plan to **PROJECT ENGINEER** for review and approval at least one (1) week prior to construction kick-off.

**Scheduling**

The sequence of construction activities, and methods to be employed, shall be subject to the review and approval of the **PROJECT ENGINEER** to minimize interference with SJPC operations. At the time of award, the CONTRACTOR shall work with SJPC personnel to ensure that schedule for this project will ensure that the project is finished in a reasonable time period while allowing port operations to



continue uninterrupted.

CONTRACTOR'S bid shall assume working at the facility eight (8) hours per day, five (5) days per week, during standard daylight hours, Monday through Friday.

### **Clean Up**

Remove from the site all temporary structures, rubbish, unused materials, etc.; and leave the site neat and clean. The CONTRACTOR shall be responsible for proper environmental disposal of all material removed during demolition.

Immediately remove debris from the site, or stockpile neatly within an assigned work area and remove as often as necessary, but not less than at least once a week.

### **Construction Sequence**

The CONTRACTOR shall submit their proposed schedule for approval.

### **Submittals**

The CONTRACTOR shall submit the following items to the **PROJECT ENGINEER** for review and approval prior to each submission, each item shall be checked by the CONTRACTOR for compliance with the contract documents and coordination for compatibility with all other components of the structure. The CONTRACTOR shall stamp and date each submission indicating that they have completed the pre-submission coordination check.

Certificates of Compliance, product data, mill certifications and catalog cuts shall be submitted for all material, equipment, etc. used on this project. All warranty information for equipment installed will be submitted.

Additional submittals are listed in each technical section.

CONTRACTOR shall submit electronic copies of each submittal to the **PROJECT ENGINEER** for review.

All submittals shall be reviewed, dated and stamped as reviewed by the CONTRACTOR.

All materials to be installed as part of this project are indicated on the design drawings. The CONTRACTOR shall indicate on submittals if an alternate manufacturer is to be used.

CONTRACTOR shall submit a submittal schedule indicating each submittal with a number and anticipated date of the submittal prior to start of construction. Each submittal shall reference the appropriate technical section number, such as 01, 02, etc.

CONTRACTOR shall submit a marked up as-built set of construction drawings to the **PROJECT ENGINEER** at the end of the project.

## **EXECUTION**

The Contractor is required to furnish all labor, materials, tools, and equipment or services necessary to provide for the complete Project installation.

Any damage to existing structures, utilities and property caused during construction and the costs involved with repair of said damage are the full responsibility of the CONTRACTOR; this includes the work of any SUBCONTRACTORS hired by CONTRACTOR to complete the work.

The CONTRACTOR shall check and verify all conditions and dimensions at the site before proceeding with the work including any fabrication and erection. The CONTRACTOR shall report any discrepancies in writing to the PROJECT ENGINEER for correction prior to beginning any work. The discovery of Any discrepancies after the work has commenced shall be the responsibility of the CONTRACTOR.

Take all necessary precautions to adequately protect personnel and property in the areas of work. Provide approved barriers and warning signs to reroute personnel around areas of dangerous work.



