

REQUEST FOR SEALED QUALIFICATIONS

FOR

CONTRACTOR SERVICES UNDER

A FAIR AND OPEN PROCESS

**ASPHALT REPAIR AND
REPAVING PROJECT**

Proposal # SJPC-ARRP-07-07-2020

**SOUTH JERSEY PORT CORPORATION
BALZANO MARINE TERMINAL
101 Joseph A. Balzano Boulevard (formerly Beckett Street)
CAMDEN, NJ 08103**

PROPOSAL DUE and ACCEPTANCE DATE:

Tuesday, JULY 7TH, 2020 by 3:00 PM

INFORMATION TO RESPONDENTS

Advertisement

Sealed proposals shall be received in accordance with Public Advertisement as required by law. A copy of said notice is attached hereto and made part of these specifications; and shall be advertised in the South Jersey Times, Burlington County Times, Courier Post and on the SJPC web site.

Submission of Qualifications

All qualification proposals must be submitted in a sealed envelope(s) 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, SR. PURCHASING AGENT
BALZANO MARINE TERMINAL (formerly Beckett Street Terminal)
101 JOSEPH A. BALZANO BOULEVARD (formerly Beckett Street)
CAMDEN, NJ 08103**

Proposal Number SJPC- ARRP-07-07-2020

The SJPC assumes no responsibility for delays in any form of courier, mail, or deliveries services etc. that may cause the proposal not to be received at the time and place indicated in the advertisement. All late proposals will be rejected according to the law. Any proposal may be withdrawn prior to the time for openings of the proposal.

Proposals Forwarded through the Mail

Must contain the following statement on the envelope:

“THIS IS A SEALED QUALIFICATION PROPOSAL AND SHALL NOT BE OPENED UNTIL TUESDAY, JULY 7th , 2020 @ 3:00 PM BY PATRICK BOYLE OR HIS DESIGNEE.” PROPOSAL NUMBER “SJPC-ARRP-07-07-2020”.

Reservation

The SJPC reserves the right to reject 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

Questions regarding this Request for Qualifications may be directed to Patrick Boyle, Sr. Purchasing Agent at (pboyle@southjerseyport.com) no later than Noon on Wednesday, July 1st, 2020.

REQUEST FOR PROPOSALS FOR CONTRACTOR SERVICES

Purpose:

The following procedures are designed to provide a fair and open process in awarding Professional and/or Contractor services based on qualifications, merit and cost effectiveness through accessible advertising.

SCOPE of REQUIRED SERVICES

Due to previous construction activities approximately 23,000 sq.‘ of surface area requires asphalt surface remediation to finish grade and/ or final topcoat. Existing surface base is a combination of either barren finished Concrete or sub grade asphalt fill materials of various depth and grade.

Profile / wedge milling as needed; sweep / tack / to level course as required to ensure proper pitch and grade with minimum 2.5 “ compacted 12.5 M64 material.

PERFORMANCE BOND

The Form of Bid Security shall be a Performance Bond “only” in the amount of 10% of the total bid price not to exceed \$20,000. 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 to the Bidder for the Project.

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 securing any necessary permits governing the work.

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. Questions raised by Bidders at the time of the site 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.

Sealed bids must be received by 3:00 PM on July 7th, 2020 by the Sr. Purchasing Agent, Mr. Patrick Boyle's office located within Bldg. "A" at the Balzano Terminal of the South Jersey Port Corporation, 101 Joseph A. Balzano Blvd. Camden, NJ 08103. The SJPC reserves the right to reject any or all bids received either in whole or in part, and to waive any informality within the bid, or the bids so received.

A mandatory Pre-Bid site meeting will be held at the South Jersey Port Corporation / Camden Waterfront Development Refrigerated Warehouse facility located at 2500 S. Broadway (north side of the Newton Creek facility) Camden, NJ 08101.

The initial gathering point will be outside the front gate at the "pedestrian outside open area" of the addressed facility @ 10:00 AM on Thursday June 18th, 2020.

Applicant's/ Proposer's Responsibility in Responding to SJPC's Request for Proposals for Contractor Services:

The Applicant/Proposer shall, in response to the SJPC's Request for Proposal, at a minimum, include the following information:

1. Qualification requirements to compete for the needed service or activity as set forth in the "Scope of Services" as defined in the SJPC's Request for Proposal. Qualifications at a minimum, shall include requirements defined as follows:
 - A. The full name and business address.
 - B. Listing of all post high school education of the applicant and/or members of a professional firm seeking to provide professional services as described and may be required within the body of the Request for Proposal.
 - C. Dates and licensure in the State of New Jersey and any other State as to the professional discipline requested to serve the needs of the SJPC.
 - D. A listing of any professional affiliation or membership in any professional societies or organizations, with an indication as to any offices held.
 - E. The number of licensed professionals employed (if a professional firm) and/or affiliated with a professional entity seeking to provide services to the SJPC.

- F. A listing of all previous Public Sector entities served by the Applicant/Proposer licensed professional including dates of service and position(s) held.
- G. The Applicant/Proposer shall submit five (5) copies of their proposal to the attention of Patrick Boyle for review and consideration by the SJPC Board of Directors. Mailing information is contained in the "Information to Respondents -Submission of Qualifications" section on page 2 of this RFQ. At some time after the proposal due date, the SJPC may elect to have an electronic version of your proposal provided.
- H. The primary representative(s) must possess a Transportation Worker Identification Credential (TWIC). TWIC was established by Congress through the Maritime Transportation Security Act (MTSA) and is administered by the Transportation Security Administration (TSA) and U.S. Coast Guard. TWICs are tamper-resistant biometric credentials issued to workers who require unescorted access to secure areas of ports, vessels, outer continental shelf facilities and all credentialed merchant mariners. TWIC is required for any unescorted access to all of SJPC's Marine Terminals. To obtain a TWIC, an individual must provide biographic and biometric information such as fingerprints, sit for a digital photograph and successfully pass a security threat assessment conducted by the Transportation Security Administration.

Required Bid Forms:

Each proposal shall require the bidder or proposer to complete the forms and submit the documents attached or identified hereto as exhibits Q1 through Q20. Those attachments are as follows:

- Q1. Small Business Enterprise Questionnaire
- Q2. Mandatory Equal Employment Opportunity "Exhibit A" Language (Professional Services)
- Q3. Mandatory Equal Opportunity "Exhibit B" Language (if Applicable)
- Q4. Stockholder Disclosure Certification
- Q5. Non-Collusion Affidavit
- Q6. Debarred List Affidavit
- Q7. Affirmative Action Evidence for Procurement/Service
- Q8. Business Registration Certificate
- Q9. Set-Off for State Tax

- Q10. Acknowledgment of Receipt of Addenda Form (if applicable)
- Q11. Executive Order #129 Vendor Disclosure Form
- Q12. Executive Order #189 Vendor Code of Ethics Affidavit
- Q13. Executive Order #117 Two Year Chapter 51 / Vendor Certification & Disclosure of Political Contributions
- Q14. Executive Order #151 Contract Compliance
- Q15. Employee Information Report – Form AA302
- Q16. Ownership Disclosure Form (formerly E.O. #134)
- Q17. Prevailing Wage Notification
- Q18. Public Works Contract Registration
- Q19. Buy America Notice
- Q20. Pay to Play

Insurance Requirements

PROFESSIONAL and/ or CONTRACTOR SERVICES CONTRACTS

A. General Insurance Requirements:

1. Professional or Contractor Services shall not commence until the Professional / Contractor Service provider 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 / Contractor Service provider 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 the necessary insurances required will be at the sole discretion of the South Jersey Port Corporation for Professional / Contractor Services. Provisions may 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 or Contractor Service provider 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 / Contractor Services provider.
4. No acceptance and/or approval of any insurance by the South Jersey Port Corporation shall be construed as relieving or excusing the Professional / Contractor Service provider (or the Professional / Contractor Service provider'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 / Contractor Service provider, and subject to South Jersey Port Corporation's written approval. Any deductible or retention amounts elected by the Professional / Contractor Service provider or imposed by the Professional / Contractor Service provider insurer(s) shall be the sole responsibility of the Professional / Contractor Service provider.
6. All insurance coverage shall be with AM Best's A- 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.

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 on each occurrence.
 \$1,000,000 on 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 Professional / Contractor provider 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 shall provide the South Jersey Port Corporation with a certificate of insurance evidencing Professional Liability 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 selected services provider 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 selected services provider, Contractor, Subcontractor, or any Sub-subcontractor, or anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, the indemnification obligation shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits

payable by or for any Contractor, Subcontractor or any Sub-subcontractor under Workmen's Compensation Acts, Disability Benefits Acts, or other Employee.

Financial Disclosure

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

Basis for Selection of Prequalification for Professional or Contractor Services

The SJPC shall award all professional / contractor services based on pre-qualifications; contracts or agreements based on qualification, merit, criteria set forth within the Request for Proposals for qualifications and cost competitiveness. The SJPC reserves the right in its sole discretion to reject all bids or to award to the Applicant/Proposer, which the SJPC Board of Directors' determines to be most advantageous to the SJPC regardless of price. SJPC intends to rank proposals based on qualifications and other factors and negotiate pricing beginning with the highest ranked applicant and proceeding down the list until an acceptable applicant and pricing are reached. Selection criteria will include:

1. Qualifications of the individual or firms who will perform the service or activity and demonstrated ability to perform the services as set forth under Duties
2. Experience and references
3. Ability to perform the service or activity in a timely fashion, including staffing and the staff's familiarity of the service or activity.
4. Demonstrated familiarity and understanding of the South Jersey Port Corporation governance, facilities, operations and labor organizations affecting the SJPC.
5. Location of Proposer or Proposer's firm that will be supplying the required service.
6. Experience in Providing Construction Management services to governmental entities.
7. Cost Competitiveness. (Cost proposals to be submitted after ranking upon request by SJPC)
8. The SJPC reserves the right to conduct an interview or interviews with the prospective professionals / contractors to discuss the scope of the professional /contractor services as outlined in the Applicant's/Proposer's proposal.
9. All awards will be by formal action of the SJPC Board of Directors.
10. All awards are subject to availability of funds.

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 that 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 the 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 judgment of the Owner shall be fair and just.

BID FORM

Having carefully examined the Drawings and Specifications, and any and all Addenda to the same, and having visited the site and examined all conditions affecting the work, the undersigned hereby offers to furnish all plant, labor, materials, supplies, equipment, other facilities and services necessary or proper for, or incidental to providing Asphalt repair services at the Terminals of the South Jersey Port Corporation based on the following Quantity Estimates, Lump Sums, and Unit Prices as submitted.

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 sums bid, whether or not the line item or items shall specifically state the nature of the incidental work. The line item or items into 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 costs, markups, and other costs envisioned by the Bidder.

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.

Receipt of the following Addenda is acknowledged.

ADDENDUM NO. DATED

ADDENDUM NO. DATED

ADDENDUM NO. DATED

If no addenda are received, indicate by writing or typing the work "NONE" in the space for the first addenda.

BID PRICE _____