



## **REQUEST FOR SEALED PROPOSALS**

### **PROJECT BUILDING "I" ROOF REPLACEMENT SJPC-IRR-070121**

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

**Proposal Due Date: July 1, 2021 at 2:00 pm EST**

## **INFORMATION TO RESPONDENTS**

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

### **Notice to Bidders**

South Jersey Port Corporation  
Request for Sealed Proposals for  
Project Building "I" Roof Replacement

Notice is hereby given that sealed Proposals for Project Building "I" Roof Replacement, pursuant to N.J.S.A. 19:44A-20.7, will be received by the South Jersey Port Corporation (herein after "SJPC"). Three (3) original sealed copies of each firm's proposals shall be submitted to Patrick Boyle, Senior Purchasing Agent, South Jersey Port Corporation, 101 Joseph A. Balzano Boulevard (formerly Beckett Street), Camden, NJ 08103, by **2:00pm EST** on **July 1, 2021** at which time the sealed proposals will be opened and recorded.

A Pre-Bid meeting will be held at the Balzano Marine Terminal, 101 Joseph A. Balzano Blvd., Camden, NJ 08103 on **June 17<sup>th</sup> at 10:00am**. Participants planning to attend the Pre-Bid Meeting **MUST** notify in advance Patrick Boyle, Senior Purchasing Agent by e-mail at [pboyle@southjerseyport.com](mailto:pboyle@southjerseyport.com)

Each submission to be considered shall comport to the criteria set forth in the proposal packets. The proposal packets may be obtained from SJPC at <http://www.southjerseyport.com> or upon request to: South Jersey Port Corporation, Attention: Patrick Boyle, Senior Purchasing Agent, 101 Joseph A. Balzano Boulevard (formerly Beckett Street), Camden, NJ 08103 or by calling 856-757-4950.

### **Submission of Proposals**

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

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

### **Proposals Forwarded through the Mail**

Must contain the following statement on the envelope:

"THIS IS A SEALED PROPOSAL AND SHALL NOT BE OPENED AND READ UNTIL JULY 1, 2021 at 2:00PM EST BY PATRICK BOYLE, OR HIS DESIGNEE: RFP BUILDING "I" ROOF REPLACEMENT – SJPC-IRR-070121

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 office of Mr. Boyle, “B” Building, at the 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 July 1, 2021 at 2:00pm EST.**

**No proposal will be accepted after the specified time.**

### **Reservations**

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

**Questions regarding this Request for Proposals may be directed to PATRICK BOYLE , Sr. Purchasing Agent at [pboyle@southjerseyport.com](mailto:pboyle@southjerseyport.com) and must be submitted by 5pm EST on June 21, 2021.**

## **REQUEST FOR PROPOSALS PROJECT BUILDING “I” ROOF REPLACEMENT**

### **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/>

### **Scope of Work:**

#### 1.0 **GENERAL**

Building ‘I’ is a 58,000 square foot warehouse approximately 204 feet wide by 284 feet long and 25 to 29 feet high. The roof is constructed on a metal deck is supported by steel trusses spaced approximately 5-feet 9-inches on centers. The age of the present roof is Unknown. The building is at least 36 years old. There are two (2) roof systems in place with a granular modified asphalt surface with various patches and at least 2” of insulation. The flashings

and sheet metal coping are in poor condition. Approximately six (6) foot wide area of decking along each draining wall is in poor condition. The roof hatch is in poor condition.

The work to be performed includes, but is not necessarily limited to, furnishing all labor, equipment, tools, services and materials to complete the construction and installation as conceived and depicted or delineated on the drawings, and as described in the specifications, for the following items:

1.1 Submittal of roof system including all materials and manufacturers recommendations for approval:

The submittals will include details of metal deck, fasteners, insulation, plates, adhesives, primers, sealants, flashing, expansion joints, scuppers, downspout, roof penetrations all other materials. The CONTRACTOR shall provide a written 20-year no dollar limit (NDL) warranty for labor and materials.

1.1.1 Acceptable Roof Systems include:

1.1.1.1 SBS (Styrene Butadiene Styrene) modified bitumen membrane.

1.1.1.2 TPO (Thermoplastic Olefin) membrane.

1.1.1.3 EPDM (ethylene propylene diene terpolymer) membrane

1.1.2 Flashing details submit drawings and details of all flashing at parapet wall, wall caps, roof hatch, and hot & cold stacks.

1.1.2.1 Base Flashing at Parapet Wall With Metal Coping

1.1.2.2 Base Flashing at Expansion Joint With Metal Cover

1.1.2.3 Base Flashing at Stack Vents With Curb [Hot & Cold]

1.1.2.3.1 Hot stack from heater; seven (7) locations

1.1.2.3.2 plumbing stack; one (1) location

1.1.2.4 Base Flashing at Through-wall Scupper eleven (11) locations

1.1.2.5 Base Flashing at Overflow Scupper six (6) locations

1.2 Demolition including existing two (2) roofing systems, insulation, scuppers, partial metal deck, parapet wall flashing and parapet cap.

1.3 Replace metal deck to a six (6'-0") wide strip along the perimeter of the roof. Replace additional metal deck if holes or 30% section loss is found. The metal deck replacement will be paid on a unit price basis (see bid form). Assume the roof deck is galvanized wide rib deck 18 gage.

1.4 Install one (1) new downspout 4"x 3" x ~ 30'-0" on the south side of the building including all mounting of the downspout.

1.5 Replace the roof hatch with Bilco Type S roof hatch, 36" x 30" or approved equal.

- 1.6 Install an R-30 insulation system over the existing metal deck with continuous insulation board to have 2 or more layers and the edge joints between each layer should be staggered.
- 1.7 The design for wind uplift ASCE 7-16 Table 27.5-2 V=115 mph.
  - 1.7.1 Zone 3 = -30.0 psf  $\leq$ 15 feet from edge
  - 1.7.2 Zone 4 = -26.7 psf >15 feet &  $\leq$  30 feet from edge
  - 1.7.3 Zone 5 = -21.9 psf > 30 feet from edge
  - 1.7.4 Minimum safety factor for metal roof system & membrane = 2.0
- 1.8 Install crickets between roof drains with a maximum L:W ratio of 3:1.
- 1.9 Install new sheet metal coping on the top and interior of parapet walls.
- 1.10 Install expansion joints as recommended by the roof system and materials per manufacturer's recommendations.
- 1.11 Install sheet-metal stack vent systems at seven (7) hot and one (1) cold location.
- 1.12 Provide a 20-year no dollar limit (NDL) roof warranty.
- 1.13 Location

All of the work is located at the SJPC Building "I" address 24126 Chestnut Street Camden , NJ 08103.
- 1.14 Reference
  - 1.14.1 Comply with the following Codes and Regulations as adopted by NJ DCA
    - 1.14.1.1 BUILDING SUBCODE (NJAC 5:23-3.14)
    - 1.14.1.2 International Building Code/2018, NJ ed (IBC w/ NJ edits from 3.14)
    - 1.14.1.3 I-Codes (IFC/2018; ISPSC/2018; etc.)
    - 1.14.1.4 ICC Standards (ICC/ANSI A117.1-2009; ICC 300-2017; etc.)
    - 1.14.1.5 Energy Subcode (NJAC 5:23-3.18)
    - 1.14.1.6 ASHRAE 90.1-2016 (Commercial & all other Residential)
  - 1.14.2 NRCA Roofing Manual: Membrane Roof Systems-
  - 1.14.3 Contract Drawings (S. T. Hudson Engineers, Inc. File No. SP-1514 Contract 21-050)

<u>No.</u>	<u>Title</u>	<u>Rev No</u>	<u>Date</u>
1	Roofing Replacement Plan & Details	A	5/20/21

1.1 Work/Services by Others:

The following work/services will be provided by or caused to be provided by the OWNER.

1.1.1 On-site Electric and Water Utilities.

1.1.2 Temporary relocation of utilities on the structure if needed. The CONTRACTOR shall give the OWNER a minimum of one-week notice prior to relocation of a utility.

2.0 PRODUCTS

2.1 OWNER Provided Materials/Equipment:

The OWNER will provide the following listed materials/equipment. All such items must be verified by the CONTRACTOR. All additional materials/equipment to be provided by the CONTRACTOR.

The OWNER will not provide any materials.

2.2 Submittals

2.2.1 Metal roof deck system catalog cuts for all materials including size and spacing of fasteners.

2.2.2 Roof system including all materials i.e insulation membrane fasteners.

2.2.3 Written 20-year no dollar limit (NDL) warranty.

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

2.2.5 CONTRACTOR shall submit a submittal schedule and log indicating each submittal with a number and anticipated date of the submittal prior to start of construction.

2.2.6 CONTRACTOR shall submit a marked up as built set of construction drawings to the OWNER at the end of the project.

2.2.7 CONTRACTOR shall submit a construction schedule to the OWNER one week after award.

2.2.8 CONTRACTOR shall submit an Equipment Schedule listing recent inspections and intervals to the OWNER one week after award.

2.2.9 CONTRACTOR shall submit Safety Work Plans, including Lift Plans, Lay Down Areas, Traffic Management, and equipment movement and storage, to the OWNER one week after award.

### 3.0 EXECUTION

#### 3.1 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 his men, his SUBCONTRACTORS, and equipment.

Consequently, continual adherence to safety measures and OSHA requirements must be attended to by the Prime CONTRACTOR; and it is understood that this activity and responsibility is included in the bid price.

#### 3.2 Lines and Grades

The CONTRACTOR shall establish and maintain lines, grades and benchmarks for the duration of the work and for the use of other CONTRACTORS.

#### 3.3 Scheduling

The sequence of construction activities, and methods to be employed, shall be subject to the review and approval of the State Metals and SJPC so as to minimize interference with warehouse operations.

#### 3.4 Clean Up

Remove from the site all temporary structures, rubbish, unused materials, etc.; and leave the site neat and clean.

**Contractor to provide a lump sum proposal in US dollars** to supply all necessary design services, materials, labor, tools, consumables, transportation, cranes, supervision, PPE, all materials and material controls, and any temporary facilities as necessary to provide for the complete and functional repair and replacement as described.

## **Warranty**

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

## **BID BOND**

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

## **PERFORMANCE BOND**

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

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

## **Submission/Proposal Request**

### **The proposal should include:**

**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 Q(5and Q3).
- d) Stockholder Disclosure Certificate. The applicant/proposer shall submit a completed form (exhibit Q4).
- e) Non-Collusion Affidavit. The applicant/proposer shall submit a

completed form (exhibit Q5).

f) Debarred List Affidavit. The applicant/proposer shall submit a completed form (exhibit Q6).

g) Affirmative Action Evidence for Procurement. The applicant/proposer shall submit a completed form (exhibit Q7).

h) Business Registration Certificate. The applicant/proposer shall submit a completed form (exhibit Q8).

i) Set-Off State Tax. The applicant/proposer shall submit a completed form (exhibit Q9).

j) Acknowledgement of Receipt of Addenda Form. The applicant/proposer shall submit a completed form (exhibit Q10).

k) Executive Order #129 Vendor Disclosure Form. The applicant/proposer shall submit a completed form (exhibit Q11).

l) Executive Order #189 Vendor Code of Ethics Affidavit. The applicant/proposer shall submit a completed form (exhibit Q12).

m) Executive Order #117 Two Year Chapter 51/ Vendor Certification and Disclosure of Political Contributions. The applicant/proposer shall submit a completed form (exhibit Q13).

n) Executive Order #151 Contract Compliance. The applicant/proposer complete and submit form AA302 (exhibit Q14).

o) Employee Information Report. The applicant/proposer shall submit a completed form AA302 (exhibit Q15).

p) Ownership Disclosure Form. The applicant/proposer shall submit a completed form (exhibit Q16).

q) Prevailing Wage Notification. The applicant/proposer shall submit a completed form (exhibit Q17).

r) Public Workers Contract Registration. The applicant/proposer shall submit a completed form (exhibit Q18).

s) Buy American Notice. In the performance of the work under this contract, the contractor and all subcontractors shall use only domestic materials. (exhibit Q19).

t) Executive Order #117 Pay-to-Play Restrictions. The applicant/proposer shall submit a completed form (exhibit Q20).

## Insurance Requirements

### PROFESSIONAL and/ or CONTRACTOR SERVICES CONTRACTS

#### 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.

### **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 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.

**In order to be considered, 3 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 JULY 1, 2021 AT 2:00 P.M. EST BY PATRICK BOYLE OR HIS DESIGNEE: RFP BUILDING “T” ROOF REPLACEMENT; and addressed to the South Jersey Port Corporation, Attention: P A T R I C K B O Y L E , Senior Purchasing Agent, 101 Joseph A. Balzano Boulevard (formerly Beckett Street), Camden, NJ 08103.**

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

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



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



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

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

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

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

### **Sponsoring Company Information**

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

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

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

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

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

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

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

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

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

\_\_\_\_\_

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

**Nominated Employee Information**

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

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

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

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

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

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

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

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

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

TWIC escorting privileges are granted at the sole discretion fo 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 regluations 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 facilitiles, or restricted areas within its facilities, through fraud or deception;
    - Any attempt to bypass established entry points;
    - Use or attempted use of a credential issued to anyone other than the approved TWIC escort, or loaning of an approved TWIC escort credential to another person;
    - Failure to perform escorting duties in the manner prescribed in this policy.
2. Conviction of an approved TWIC escort of any offense for which he or she would have initially been denied approval in accordance with the policies of the Port Corporation.

3. Failure to present a TWIC upon request, loss of TWIC privileges or an expired TWIC,
4. An employer no longer meets the criteria under which their eligibility was initially established or an approved TWIC escort leaves the employment of the company for which escorting privileges were approved.
5. The **TWIC Escort privileged expire on the expiration of the TWIC card** provided when certified. When the escort's TWIC expires, a new application and retrain is required with the renewal TWIC card.

**Submitted by:**

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

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

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

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

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

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

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

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

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

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

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

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

---

Signature

---

Name (Printed)

---

Date

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

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

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

Or send via email as an attached PDF file to:

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

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

**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 supervision and personnel 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.

<b>Item No.</b>	<b>Quantity</b>	<b>U.O.M.</b>	<b>Description</b>	<b>Unit Cost</b>	<b>Line Total</b>
1	LS	LS	MOBILIZATION / DEMOBILIZATION		
2	LS	LS	INSTALLATION OF NEW ROOF SYSTEM		
3	15,000	SF	METAL DECK REPLACEMENT		
<b>TOTAL BID PRICE</b>					

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

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

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

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

The undersigned accepts responsibility for having completely examined and understood the intent of the Bid Drawings and Documents; for having fully examined the site of the work; and for having obtained all pertinent information affecting the work.

**Total Lump Sum Bid Price \$** \_\_\_\_\_

CORPORATE SEAL

Contractor: \_\_\_\_\_

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

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

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

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

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

\_\_\_\_\_

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