

## REQUEST FOR SEALED PROPOSALS

# FIRE HYDRANT REPLACEMENT BROADWAY TERMINAL

**SJPC-FHR-091621** 

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

Proposal Due Date: Thursday, September 16, 2021 at 2:00pm 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.

#### **Project Site Pre-Bid Meeting**

A recommended project on-site review and walk down meeting for all bidders for this project will be held at Broadway Terminal, 2500 Broadway, Camden, NJ at 10:00 AM on THURSDAY AUGUST 26, 2021. Participants planning to attend the Pre-Bid Meeting MUST notify in advance, Patrick Boyle, Senior Purchasing Agent by e-mail at pboyle@southjerseyport.com

#### **Submission of Proposals**

All proposals must be submitted in sealed envelopes bearing on the outside the name of the proposer, address and 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 UNTILTHURSDAY SEPTEMBER 16, 2021 BY PATRICK BOYLE, OR HIS DESIGNEE: SJPC-FHR-091621.

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 at South Jersey Port Corporation's Balzano Marine Terminal, 101 Joseph A. Balzano Boulevard (formerly Beckett Street), Camden, New Jersey 08103.

#### **Receipt of Proposals**

All proposals must be received by <u>THURSDAY SEPTEMBER 16, 2021 AT 2:00 PM.</u>

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, Senior Purchasing Agent at <a href="mailto:pboyle@southjerseyport.com">pboyle@southjerseyport.com</a> and must be submitted by 5PM EST on WEDNESDAY, SEPTEMBER 1, 2021.

#### **REQUEST FOR PROPOSALS**

## FIRE HYDRANT REPLACEMENT BROADWAY TERMINAL

#### 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. <a href="http://www.southjerseyport.com">http://www.southjerseyport.com</a>

#### **ADVERTISEMENT FOR BIDS:**

South Jersey Port Corporation Request for Sealed Proposals for Fire Hydrant Replacement Broadway Terminal, Camden, NJ

Notice is hereby given that sealed Proposals for Project **Fire Hydrant Replacement**, **Broadway Terminal**, 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 2:00 pm EST on September 16, 2021 at which time the sealed proposals will be opened and recorded.

A Pre-Bid meeting will be held at the Broadway Terminal, 2500 S. Broadway, Camden, NJ 08104 on Thursday, August 26, 2021 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

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 <a href="http:///www.southjerseyport.com">http:///www.southjerseyport.com</a> 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.

Bidders are required to comply with the requirements of N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27 et seq.

#### **Scope of Work:**

#### 1.0 GENERAL

Broadway terminal is upgrading seven (7) fire hydrants from obsolete hydrants to new hydrants that conform with the requirements of City of Camden Fire Department. Also included in this project is the replacement of two (2) Post Indicator Valves with standard gate valves and the repair or replacement of a section of leaking section of water main.

The work to be performed includes, but is not necessarily limited to, furnishing all labor, equipment, tools, services, and materials to complete the demolition of the existing hydrants, construction and installation of seven (7) new hydrants, gate valves, elbows, risers and other parts as necessary to provide a complete installation that meets City of Camden standards. Other work for the contract includes the removal of existing bollards and installation four (4) new bollards per hydrant to protect the new hydrants, the replacement of two (2) Post Indicator Valves (PIV) with gate valves as detailed on the plan, the repair of a leaking water main adjacent to Building I, the restoration of all pavement and curbs disturbed during installation. The contractor shall provide a three (3) year no dollar limit warranty for all labor and material.

- 1.1 Fire Hydrant Replacement
- 1.1.1 Acceptable replacement hydrant:
- 1.1.1.1 K81A Guardian, Kennedy Valve Co., bronze lined
- 1.1.1.2 Hydrants shall have a 5-1/4" minimum valve opening with 6" standardized mechanical joint inlet connection. Hose Nozzle THOS: Two 2-1/2" NST, Steamer Nozzle Thos: 4-1/2" NST
- 1.1.1.3 Ductile Iron Gate Valve 6-7571 RW GV, Compact, one (1) per hydrant
- 1.1.1.4 All appropriate Ductile Iron pipe fittings, spool pieces, gaskets for complete installation
- 1.1.1.5 Hydrants shall conform to the requirements of the latest ANSI/AWWA Standard Specification C 502 for Dry Barrel Fire Hydrants. They shall be the compression type opening against the pressure, dry barrel dry top construction with "O" ring seal plate, designed so that the stem operating threads are out of the water way at all times. Hydrants shall be suitable for 150 psi water working pressure; and shall be hydrostatically tested at the factory to 300 psi. Hydrants shall be so designed to facilitate removal of the main valve and moveable parts of the drain valve, or extension of the hydrant, without excavating once it is in place.
- 1.1.1.6 All fire hydrants shall open by turning to the left (counterclockwise). The operating nut and outlet nozzle cap nuts shall be Pentagon, measuring 1-1/2" from point to flat at base. Hydrants shall be prime coated and painted in accordance with ANSI/AWWA Standard Specifications, finish painted conforming to the Standards of the City of Camden.
- 1.1.1.7 Fire Hydrant shall be firmly set in a bed of screened gravel (NJDOT type 57) which shall extend down 1 foot below the bottom of the hydrant and surround the lower barrel. The total amount of gravel used

shall be a minimum of one-third a cubic yard or the volume of the hydrant barrel, whichever is greater. The hydrant shall be firmly braced at the back, opposite of the inlet pipe with a concrete thrust block.

- 1.2 Replace Post Indicator Valve with Gate Valve
- 1.1.2 Acceptable Gate Valve to replace Post Indicator Valve
- 1.1.2.1 Kennedy 8" KS FW Resilient Seated Gate Valve C509 (Contractor to verify size prior to ordering valve)
- 1.1.2.2 Valve to meet all criteria of AWWA C500 "Gate Valve for Ordinary Water Works Service"
- 1.1.2.3 Hex Head Bolt with appropriate valve enclosure and valve box lid
- 1.1.2.4 Valve shall conform with all standards of the City of Camden
- 1.3 Demolition and disposal of existing hydrants, valves, risers, fittings, bollards, pavement, curbs, and excess soil. Demolition shall be done with as little disturbance to the area surrounding each hydrant as possible.
- 1.4 Location and repair of two (2) leaking sections of water main. The contractor shall identify the leaking area, adjacent to Building E and adjacent to Building I as shown on the plan. The CONTRACTOR shall use detection equipment and shall excavate as necessary to locate the source of the leaking water, repair or replace the water main to correct the leaking problem. The price bid will include an allowance for 250 L.F. of 12" water main replacement and all necessary equipment and hardware for a complete installation to repair the leaking mains. The price shall include the restoration of all pavement disturbed during the repairs, restoration of any connections and disposal of any demolished material including pipes and pavement.
- 1.5 Restoration of pavement and concrete disturbed by construction activity. The contractor shall provide all the necessary material to restore any pavement or concrete demolished as part of the installation of the new hydrants, valves, and watermain.
- 1.6 Reference
- 1.6.1 All installation shall conform with all appropriate AWWA codes, City of Camden Department of Engineering Details and Construction Standards.
- 1.6.2 Contract Drawings (S. T. Hudson Engineers, Inc. File No. SP-1515 Contract 21-050-09)

| <u>No.</u> | <u>Title</u>             | Rev No | <b>Date</b> |
|------------|--------------------------|--------|-------------|
| 1          | FIRE HYDRANT REPLACEMENT | 0      | 6/30/21     |

1.7 Work/Services by Others:

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

1.7.1 Nothing will be provided by the OWNER for this project.

#### 2 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 Fire Hydrant system, complete with all associated risers, valves, spool pieces
- 2.2.2 Bollards includes 6" steel bollard, foundation, paint, cap
- 2.2.3 Concrete Mix Submittals for trust blocks, curb repair, bollard foundations
- 2.2.4 8" Valve system, complete with valve cap, case and cover plate
- 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.
- 2.2.10 CONTRACTOR shall submit a list of company personnel and subcontractor personnel working on the site with TWIC/TWIC Escort credential status

#### 3 EXECUTION

#### 3.1 <u>Safety</u>

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 SJPC and any affected tenents so as to minimize interference with warehouse operations.

#### 3.4 Permits

The CONTRACTOR shall be responsible for obtaining all necessary permits for construction and inspection by the Department of Community Affairs and the City of Camden. All costs associated with the permits will be paid for by the CONTRACTOR. Final payment will not be made until all permitting authorities having jurisdiction have signed off on the project.

#### 3.5 Valve Operations

All valves shall be operated by South Jersey Port personnel during this project. The CONTRACTOR shall coordinate closely with the Port operations and maintenance personnel to schedule all interruptions of water service at the facility. A minimum of 48 hours of notice will be required to interrupt water service to any Port or Tennent facility.

#### 3.6 Fire Watch

The CONTRACTOR shall supply at least one person to act as a fire watch and coordinate with the Port and Tenants any time service is interrupted to a sprinkler system. It will be the fire watch person's responsibility to coordinate the contact of emergency agencies and immediate restoration of service in the event of a fire emergency during interruption of service.

#### 3.7 <u>Verification of Pipe Sizes</u>

The pipe sizes shown on the plan are taken from drawing information in the Port archives. Before any material is ordered for this project, it is the CONTRACTOR'S responsibility to verify pipe and valve sizes. The existing pipes to be connected to can be up to 100 years old. The CONTRACTOR must make provisions in the prices bid that take the age of the existing system into account. No additional funds will be allocated for change orders for connecting to non-standard conditions discovered in the existing system.

#### 3.8 Pressure Testing

After the Engineer has inspected the completed installation of valves, hydrants and watermains and before backfilling the excavations, the CONTRACTOR shall furnish all labor, materials and equipment required to pressure test the pipe. The pipe/valve/hydrant shall be pressurized to 1.5 times the working pressure for a period of two hours. Pressure may not vary more than five (5) psi. The valved section of the pipe shall be filled with water slowly, and the test pressure shall be applied by means of a pump connected to the pipe in a manner satisfactory to the Engineer. Before apply the test pressure, air shall be expelled completely from the pipe. If there are leaks detected repairs or replacements shall be made. Testing shall be in conformance with AWWA standards.

#### 3.9 <u>Annual Inspection</u>

The CONTRACTOR shall conduct a full annual inspection of the fire protection systems at the entire Broadway Terminal in accordance with Department of Community Affairs (DCA) requirements. It will be the CONTRACTOR'S responsibility to ensure that scope of the inspection meets the requirements of the DCA and is properly witnessed by the appropriate inspectors and Port personnel. In the event that the facility does not pass the inspection, the CONTRACTOR shall immediately submit an estimate to correct all deficiencies and schedule a re-inspection. Full payment for this item will not be made until the DCA has issued a final satisfactory inspection report.

#### 3.10 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 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**

#### PROFESSIONAL and/ or CONTRACTOR SERVICES CONTRACTS

#### A. <u>General Insurance Requirements:</u>

- 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), Subsubcontractor(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 Subsubcontractor, 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 should become thoroughly aware of the conditions under which the work will be performed. A Pre-Bid Meeting will be held to orient potential bidders of the project site. Attendance of the Pre-Bid Meeting strongly recommended.

Questions raised by Bidders shall be in writing and 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, if applicable. 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 <u>not</u> 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 if 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**

#### 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. Proposals should be prepared simply and economically, providing straightforward, concise description of the Vendor's capabilities to satisfy the requirements of this request.

#### 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. Proposals will be evaluated primarily on cost/cost effectiveness, but the respondent's qualifications, experience, project approach, and methodology may also be considered when evaluating the responsibility of a bid.

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.

#### **Additional Information**

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, three (3) hard copies of the Proposal must be received by the SJPC in a sealed envelope marked:

READ UNTIL THURSDAY, SEPTEMBER 16, 2021 AT 2:00 P.M. BY PATRICK BOYLE OR HIS DESIGNEE: SJPC-FHR-091621; and addressed to the South Jersey Port Corporation, Attention: PATRICK BOYLE, 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 physcially 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 Sponsorhip 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 facilities, or restricted areas within its facilities, through fraud or deception;
    - o 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:
    - o 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 initally 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 certificed. When the ecort'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.             |
| <br>Signature   |
| Name Printed  |
| <br>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) |  |
| <br>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

You'n Grooniack

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 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.

| Item | Quantity | U.O.M. | Description  | Unit Cost | Line Total |
|------|----------|--------|--|-----------|------------|
| No.  |          |        |  |           |            |
| 1    | LS       | LS     | MOBILIZATION /<br>DEMOBILIZATION                                 |           |            |
| 2    | 7        | EA     | REMOVE AND REPLACE<br>FIRE HYDRANT                               |           |            |
| 3    | 2        | EA     | REMOVE AND REPLACE<br>POST INDICATOR VALVE<br>WITH 8" GATE VALVE |           |            |
| 4    | 1        | LS     | REPAIR LEAKING<br>WATER MAIN<br>BUILDING I                       |           |            |
| 5    | 1        | LS     | REPAIR LEAKING<br>WATERMAIN BETWEEN<br>BUILDINGS E AND E-1       |           |            |

| 6  | 1                           | LS  | CONDUCT ANNU<br>TEST OF FIRE SYS   |                         |                                |   |
|----|-----------------------------|---|--|-------------------------|--------------------------------|---|
|    |                             |   | TOTAL BID PR   | ICE                     |                                | L                                       |
|    |                             | _   | Complete All Work in Cale  |                         |                                | •                                       |
|    |                             | -   | ormed on weekdays during<br>hours pending prior appro  |                         |                                | • •                                     |
| A. | Provide a F                 | Field Organ                               | nizational Chart with Name   | es of Key               | Personnel                      |   |
|    |                             |   |  |                         |                                |   |
|    |                             |   |  |                         |                                |   |
|    |                             |   |  |                         |                                |   |
| B. | We Acknow                   | wledge Red                                | ceipt of the Following Add   | <u>lenda</u>            |                                |   |
|    | a. ADDI                     | ENDUM NO                                  | [  | Dated:                  |                                |   |
|    | a. ADDI                     | ENDUM NO                                  | [  | Dated:                  |                                |   |
|    | b. ADDI                     | ENDUM NO                                  | [  | Dated:                  | <u> </u>                       |   |
|    | If no addend                |   | ived, indicate by writing of   | or typing               | the word <u>"NON</u>           | NE" in the space for                    |
|    | allow the Pe<br>Engineer wa | ort time to<br>ill officiall<br>following | that this proposal will be evaluate the complete proposed y notify the Contractor of the bid date pending of | roposal to<br>f the acc | o allow for the eptance of the | decision. The Port ir bid within ninety |
|    | intent of the               | Bid Draw                                  | ots responsibility for having and Documents; for dall pertinent information                                  | having fu               | ılly examined t                |   |
|    | Total B                     | id Pric                                   | e  | <b>\$</b> _             |                                |   |

| <br>Contractor:         | CORPORATE SEAL |
|-------------------------|----------------|
|                         |                |
| <br>By: _               |                |
| <br>Title: _            |                |
| <br>Date: _             |                |
| <br>Business Address: _ |                |
| <br>_                   |                |
|                         |                |

Phone No.: