



REQUEST FOR SEALED PROPOSALS

**BROADWAY BUILDING "E" WALKWAY DEMOLITION
AND SIDING SYSTEM INSTALLATION**

SJPC-EWD-11232021

SOUTH JERSEY PORT CORPORATION

101 Joseph A. Balzano Boulevard

Camden, NJ 08103

Proposal Due Date: Tuesday, November 23, 2021 at 11:00am 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 the Broadway Terminal: 2500 South Broadway, Camden, NJ 08104 on Thursday, November 4, 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.

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 TUESDAY, NOVEMBER 23, 2021 AT 11:00AM BY PATRICK BOYLE, OR HIS DESIGNEE: SJPC-EWD-11232021

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 Tuesday, November 23, 2021 at 11:00am. 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 pboyle@southjerseyport.com. No questions will be answered after November 8, 2021 at 5pm.

REQUEST FOR PROPOSALS

BROADWAY BUILDING “E” WALKWAY DEMOLITION AND SIDING SYSTEM INSTALLATION

OVERVIEW

The South Jersey Port Corporation (SJPC) is an agency of the State of New Jersey with a mission to develop, maintain and operate marine terminals and related intermodal transportation infrastructure within the South Jersey Port District. The agency has primary offices and port operations in Camden, New Jersey at the Balzano Marine Terminal and the Broadway Terminal. The agency also has facilities in Salem and Paulsboro. SJPC is grantee of Foreign Trade Zone #142.

<http://southjerseyport.com/facilities/balzano-marine-terminal/>

ADVERTISEMENT FOR BIDS

South Jersey Port Corporation
Request for Sealed Proposals for
BROADWAY BUILDING “E” WALKWAY DEMOLITION AND SIDING SYSTEM INSTALLATION

Notice is hereby given that sealed Proposals for Project **BROADWAY BUILDING “E” WALKWAY DEMOLITION AND SIDING SYSTEM INSTALLATION** pursuant to N.J.S.A. 19:44A-20.7, will be received by the South Jersey Port Corporation (herein after “SJPC”). Five (5) 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 11:00 am EST on November 23, 2021 at which time the sealed proposals will be opened and recorded.

A Pre-Bid meeting will be held at the Broadway Terminal, 2500 South Broadway, Camden, NJ 08104 on Thursday, November 4, 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 <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.

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

Building "E" is a 147,000 square foot warehouse located at the SJPC Broadway Terminal 2500 Broadway, Camden, NJ 08104. The work includes walkway demolition and siding system installation.

The walkway located on the west side of Building "E" is approximately 8 feet wide by 400 feet long and 30 feet above grade. The walkway is assumed to be 3"x8"x8'-0" creosote treated timber supported by a steel frame attached to the building columns and exterior wall.

The siding installation is approximately 2,100 square feet (15'X140') of siding adjacent to the walkways. The siding is in five (5) bays between two flat roofs, see attached marked up photographs. The lower roof is approximately 65'-0" above grade. The upper roof is approximately 85'-0" above grade. The siding will enclose the location of former windows that were mounted in a timber frame. The siding shall be 24-gauge metal panels by A.B. Martin matching adjacent panels. The panels shall be installed per manufacturers recommendations.

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 marked-up photographs, and as described in the following items:

1.1 Demolition of the following items:

1.1.1 Walkway

1.1.1.1 Creosote treated timber deck \approx 3"x8" approximately 8'-0"x 400'-0"

1.1.1.2 Walkway handrail posts, railings and hardware.

1.1.1.3 Supporting structural steel. Cut off steel beams and knee braces flush with the existing brick wall. Coat the ends of the cut of the cut steel with red oxide metal primer.

1.1.1.4 Remove \approx 30-foot-long wooden ladder mounted to the brick wall.

1.1.1.5 Remove \approx 40-feet of 6-inch cast iron sewer mounted to the brick wall.

1.1.1.6 Remove both two-inch steel pipes attached to the wall.

1.1.1.7 Remove all incidental appurtenances including hangers, timber planks electrical conduits, sheet metal, debris, etc.

1.1.1.8 Remove and salvage six (6) flood lights attached to the walkway.

1.1.2 Siding Area

1.1.2.1 Remove corrugated fiberglass panels from siding area.

1.1.2.2 Remove loose timber and debris from the siding installation area.

1.1.2.3 Remove timber frame

1.1.2.4 Remove stucco in all bays.

1.2 Wall repair:

1.2.1 Seal any gaps in the wall adjacent to the cut off steel with mortar and/or brick.

1.2.2 Extend four (4) down spouts to grade including mounting to the brick wall.

1.3 Siding Installation

1.3.1 Install siding on approximately 2,100 square feet (15' x140') of wall formerly timber framed windows adjacent to the walkways on a higher elevation. The siding is in five (5) bays between two flat roofs. The lower roof is approximately 65'-0" above grade. The upper roof is approximately 85'-0" above grade. The installation will match the adjacent siding by A.B. Martin 24-gauge PBR panels.

1.3.2 The contractor shall be responsible for the detail measurement of the openings.

1.3.3 The wall shall be designed to with stand 50 pounds per square foot wind load

1.3.4 The siding system will include four (4) rows of C 12 x 20 steel channel girts. The channels will be connected to the existing angle iron lattice riveted columns as determined by the contractor. The top bottom and sides will be sealed with appropriate flashing to prevent water infiltrations.

1.3.5 The contractor shall provide high reach equipment to access the wall area. Access from the inside of the building is limited due to Camden Yard Steel (CYS) operations. Any access on the inside will be coordinated with the CYS operations.

1.3.6 The siding shall be 24-gauge PBR metal panels by A.B. Martin. The panels shall be installed per manufacturers recommendations.

1.4 Reference

1.4.1 OSHA - 29 CFR Part 1926 - Safety and Health Regulations for Construction

1.4.2 Photographs marked with items to be removed.

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 Repair of missing bricks at the south end of this walkway.

1.1.3 Electrical disconnection of equipment and lockout/tagout

1.1.4 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 not provide any materials.

2.2 Submittals

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

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

2.2.3 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.

2.2.4 CONTRACTOR shall submit siding materials and incidentals including panels, fasteners, girts, etc. for approval.

2.2.5 CONTRACTOR shall submit siding installation details including framing, girts, panels, connections details for the installation of the new siding to the existing structure.

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 Scheduling

The sequence of construction activities, and methods to be employed, shall be subject to the review and approval of the Camden Yard Steel and SJPC to minimize interference with warehouse operations.

3.3 Clean Up

Remove from the site all demolished materials, 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, water craft, 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:

1. 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 work identified under the “SCOPE OF WORK” section 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

Prior to the commencement of any work and until completion and final payment is made for the work / final acceptance of the work, the Contractor will provide and maintain the following minimum levels of insurance at Contractor's own expense. The cost of the required insurance shall be included in the Contractor's bid price and no adjustment shall be made to the contract price on account of such costs unless such approval is provided. The term Contractor shall include Subcontractors and Sub-Subcontractors of every tier. Contractor shall furnish Certificates of Insurance evidencing and reflecting the effective date of coverage as outlined below. In no event shall Work be performed until the required evidence of Insurance is provided in accordance with these Contract Documents and is approved by South Jersey Port Corporation ("SJPC"). If found to be non-compliant, SJPC may purchase the required insurance coverage(s) and the cost will be borne by the Contractor through direct

payment/reimbursement to SJPC or SJPC may withhold payment to the Contractor for amounts owed to them.

- a) All insurance shall be procured from insurers permitted to do business in the State in which the project is taking place and having an A.M. Best Rating of at least "A-, Class VIII".
- b) Contractor shall not have a Self Insured Retention (SIR) on any policy greater than \$50,000, which is the responsibility of the Contractor. If Contractor's policy(ies) has a Self Insured Retention exceeding this amount, approval must be received from SJPC prior to starting work. In the event any policy includes an SIR, the Contractor is solely responsible for payment within the SIR of their policy(ies) and the Additional Insured requirements specified herein shall be provided within the SIR amount(s).
- c) All insurance required herein, with the exception of the Professional Liability Insurance, shall be written on an "occurrence" basis. Claims-Made coverage must include:
 - i. The retroactive date must be on or prior to the start of work under this contract; and
 - ii. The Contractor must purchase "tail coverage/an extended reporting period" or maintain coverage for a period of three years, subsequent to the completion of their work / final payment.
- d) The Contractor's insurance carrier (s) shall agree to provide at least thirty (30) days prior written notice to SJPC in the event coverage is canceled or non-renewed and ten (10) days in the event of cancellation for non-payment of premium. In the event of cancellation or non-renewal of coverage(s), it is the Contractor's responsibility to replace coverage to comply with the Contract requirements so there is no lapse of coverage for any time period.

In the event the insurance carriers will not issue or endorse their policy(s) to comply with the above it is the responsibility of the Contractor to report any notice of cancellation or non-renewal at least thirty (30) days prior to the effective date of this notice.

- e) Contractor shall provide SJPC with Certificates of Insurance, evidencing the insurance coverages listed below, ten days prior to the start of work and thereafter upon renewal or replacement of each coverage. The Contractor shall not begin any work until SJPC has reviewed and approved the Certificate of Insurance. The required insurance shall not contain any exclusions or endorsements, which are not acceptable to SJPC.

Failure of SJPC to demand such certificate or other evidence of full compliance with these insurance requirements or failure of SJPC to identify a deficiency from evidence that is provided shall not be construed as a waiver of Contractor's obligation to maintain such insurance.

With respect to insurance maintained after final payment in compliance with a requirement below, an additional certificate(s) evidencing such coverage shall be

provided to SJPC with final application for payment and thereafter upon renewal or replacement of such insurance until the expiration of the time period for which such insurance must be maintained.

- f) SJPC shall be added as ADDITIONAL INSURED on all liability policies (except Workers' Compensation and Professional Liability Policy, where applicable), for ongoing operations and completed operations (using ISO Endorsements CG 2010 and CG 2037, or their equivalents) on a primary noncontributory basis. Coverage to include ongoing and completed operations. Each of the Additional Insured's respective officials, employees, agents and representatives shall also be afforded coverage as an Additional Insured. Coverage should be provided for a period of three years subsequent to the completion of work/final payment.

SJPC reserves the right to require Contractor to name other parties as additional insureds as required by SJPC.

There shall be no "Insured versus Insured Exclusion" on any policies (other than "Named Insured versus Named Insured"); all policies will provide for "cross liability coverage" as per standard ISO policy forms.

- g) Waiver of Rights of Subrogation: With the exception of Professional Liability, Contractor shall waive all rights of recovery against Owner/Client, SJPC and all the additional insureds for loss or damage covered by any of the insurance maintained by the Contractor.
- h) The amount of insurance provided in the required insurance coverages, shall not be construed to be a limitation of the liability on the part of the Contractor.
- i) The carrying of insurance described shall in no way be interpreted as relieving the Contractor of any responsibility or liability under the contract.
- j) Any type of insurance or any increase in limits of liability not described above which the Contractor requires for its own protection or on account of statute shall be its own expense.
- k) Contractor shall promptly notify SJPC and the appropriate insurance company(ies) in writing of any accident(s) as well as any claim, suit or process received by the Contractor arising in the course of operations under the contract. The Contractor shall forward such documents received to his insurance company(ies), as soon as practicable, or as required by their insurance policy(ies).

REQUIRED COVERAGES - the following may be provided through a combination of primary and excess policies in order to meet the minimum limits set forth below:

Workers' Compensation and Employer's Liability:

Provided in the State in which the work is to be performed and elsewhere as may be required and shall include:

- a) Workers' Compensation Coverage: Statutory Requirements
- b) Employers Liability Limits not less than:

Bodily Injury by Accident:	\$500,000 Each Accident
Bodily Injury by Disease:	\$500,000 Each Employee
Bodily Injury by Disease:	\$500,000 Policy Limit
- c) Jones Act/Maritime Liability and USL&H Coverage, as applicable.
- d) Includes coverage for sole proprietors, partners, members or officers who will be performing the work.

Commercial General Liability:

Provided on ISO form CG 00 01 04 13 or an equivalent form including Premises - Operations, Independent Contractors, Products/Completed Operations, Broad Form Property Damage, Contractual Liability, and Personal Injury and Advertising Injury.

- a) Occurrence Form with the following limits:

(1) General Aggregate:	\$2,000,000
(2) Products/Completed Operations Aggregate:	\$2,000,000
(3) Each Occurrence:	\$1,000,000
(4) Personal and Advertising Injury:	\$1,000,000
- b) Products/Completed Operations Coverage must be maintained for a period of at least three (3) years after final payment / completion of work (including coverage for the Additional Insureds as set forth in these Insurance Requirements).
- c) The General Aggregate Limit must apply on a **Per Project basis**.
- d) Coverage for "Resulting Damage".
- e) No sexual abuse or molestation exclusion.
- f) No exclusion for marine based work.
- g) No amendment to the definition of an "Insured Contract".
- h) The definition of an "Insured Contract" must be amended to provide coverage for all work on or within 50 feet of a railroad, if applicable. A stand alone Railroad Protective Liability policy may be required based on the scope of this project.

Automobile Liability:

- a) Coverage to include All Owned, Hired and Non-Owned Vehicles (or “Any Auto”), if you do not have any Owned Vehicles you are still required to maintain coverage for Hired and Non-Owned Vehicles as either a stand alone policy or endorsed onto the Commercial General Liability policy above

- b) Per Accident Combined Single Limit \$1,000,000

- c) For Contractor(s) involved in the transportation of hazardous material, include the following endorsements: MCS-90 and ISO-9948.

Commercial Umbrella Liability:

- a) Policy(ies) to apply on a Following Form Basis of the following:
 - (1) Commercial General Liability,
 - (2) Automobile Liability, and
 - (3) Employers Liability Coverage.

- b) Minimum Limits of Liability
 - Occurrence Limit: \$10,000,000

 - Aggregate Limit: \$10,000,000

Professional Liability Insurance:

- a) Minimum Limits of Liability
 - Per Claim Limit: \$10,000,000

 - Aggregate Limit: \$10,000,000

- b) The Definition of “Covered Services” shall include the services required in the scope of this contract.

Rigger’s Liability Insurance:

- a) “All Risk” Replacement Cost Coverage
- b) No overload exclusion
- c) Minimum Occurrence Limit: \$1,000,000

Owner’s Contractor’s Protective:

- a) The Contractor shall obtain an Owner’s and Contractor’s Protective in the same limits as set forth in #2, Commercial General Liability, above. This policy shall be issued in the name of the SJPC.

- b) If you are providing ongoing and completed operations Additional Insured coverage for one of the following states, noted in “f” above (Montana, New Mexico, Oregon, Colorado, Kansas, California, Louisiana, and Texas) you are required to provide an Owner’s Contractor’s Protective as outlined in the preceding paragraph.

Owned, Leased, Rented or Borrowed Equipment:

Contractor shall maintain Property Coverage for:

- a) their owned, leased, rented or borrowed equipment, tools, trailers, etc.; and
- b) include a Waiver of Subrogation in favor of all Additional Insureds.

Installation Floater:

- a) Contractor shall provide coverage for damage to property in the course of installation or transit to the installation site.
- b) Coverage shall be equal to the full replacement cost of the equipment or materials being installed. Coverage shall also be provided for any ensuing loss of Business or Rental Income.
- c) Contractor must determine if the Installation Floater policy, if in place for this project, is adequate to protect the interests of Owner.
- d) Include a Waiver of Subrogation in favor of all Additional Insureds.

Builders Risk

The Contractor must place a Builder’s Risk policy to protect their interest and the interests of the Contractor for the work to be completed. The Contractor must determine if the Builders Risk policy is adequate to protect the interests of the Port and all of the Additional Insureds listed above. The following are the requirements to be provided under the policy that the Port elects to place:

- a) Full Replacement Cost Coverage
- b) Permission to Occupy will be granted
- c) All Risk Coverage
- d) Business Income and Extra Expense

The Builder's Risk Policy will include the South Jersey Port Corporation, as well as all other parties where required by written contract.

A Waiver of Subrogation will be provided in favor of the following even if their negligence causes the loss and regardless of the extent of their insurable interest in the covered property: the Port, Contractor, Subcontractor, Sub-Subcontractors and all other parties where required by written contract.

Indemnification:

The selected services provider will protect, defend, indemnify and hold harmless the South Jersey Port Corporation, including its respective officials, employees, agents and representatives 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 respective officials, employees, agents and representatives, 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.

These Indemnification provisions shall survive the termination of this Contract.

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 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.

CONTRACTORS SCHEDULE

The Contractor shall provide to the SJPC and Engineer of Record for the SJPC a schedule of planned submittals and their proposed construction schedule within two weeks after award of an RFP proposal. The schedule of anticipated submittals for the work to be performed shall include a listing of shop drawings, catalogue cuts, material data sheets etc. together with forecasted dates for planned submission to the Engineer of Record. The construction critical path method (CPM) schedule shall include milestone activities with durations and completion dates necessary for the performance of all contract construction work. The Contractor is requested to provide monthly updates to the aforementioned schedule for the duration of construction.

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

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, five (5) 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 TUESDAY, NOVEMBER 23, 2021 AT 11:00am BY PATRICK BOYLE OR HIS DESIGNEE: SJPC-EWD-11232021; 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.

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.

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.: _____



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 initaly 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 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.

Signature

Name Printed

Date

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

Signature

Name Printed

Date

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

Signature

Name (Printed)

Date

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

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

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

Or send via email as an attached PDF file to:

coleary@southjerseyport.com kgreenjack@southjerseyport.com

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