



REQUEST FOR SEALED PROPOSALS

TERMINAL OPERATING SYSTEM

SJPC-TOS-01112022

SOUTH JERSEY PORT CORPORATION

101 Joseph A. Balzano Boulevard

Camden, NJ 08103

Proposal Due Date: Tuesday, January 11, 2022 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.

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 JANUARY 11, 2022 AT 11:00AM EST BY PATRICK BOYLE, OR HIS DESIGNEE: SJPC-TOS-01112022

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 11:00am EST on January 11, 2022. 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 5pm on December 28, 2021.

REQUEST FOR PROPOSALS
TERMINAL OPERATING SYSTEM

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
TERMINAL OPERATING SYSTEM

Notice is hereby given that sealed Proposals for a Terminal Operating System 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 11:00am EST on January 11, 2022 at which time the sealed proposals will be opened and recorded.

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

Introduction

The SJPC intends to procure a single foundational Terminal Operating System (TOS) software application for their bulk and breakbulk operations.

SJPC is most interested in a TOS product that best meets its needs with an "off-the-shelf", configurable application. The SJPC prefers to work with a vendor whose product does not require substantial development or customization. SJPC intends to maintain tight development controls and seeks to keep

customizations to an absolute minimum. Therefore, high value will be placed on a vendor’s software ability to satisfy many base requirements “out of the box” without custom development.

The current TOS legacy software is nearing the end of its life and it is of utmost important to replace it with the best fit for SJPC, thus this RFP. As such, the goal of this procurement is to make a long-term investment in SJPC’s future, producing a technology enabler and long-term partner that can satisfy expected and robust growth projections.

The SJPC requires a software provider that can bring best industry practices and scalability.

The purpose of this Request for Proposal (RFP) is to solicit offers for a Terminal Operating System (TOS) software application for bulk and breakbulk operations for the South Jersey Port Corporation (SJPC).

This RFP contains a series of technical and operation specifications contained in Exhibit A. The vendor is encouraged to make their best effort to address every requirement detailed in Exhibit A. SJPC will evaluate offers on best overall value based on the following:

- the vendor’s responses to the criteria identified in the Exhibit A,
- the vendor’s approach to implementation and training,
- the vendor’s strategy for ongoing support,
- the vendor’s future product direction, and
- one time and ongoing cost of ownership over a 5 year period.

The project plan anticipates the SJPC selecting a vendor early in 2022 which will allow for implementation and training to commence in April / May 2022 after the busy steel coil season has subsided.

Technical Specifications

The selected new TOS can be a SaaS cloud based solution hosted by the vendor or an in-house solution hosted by SJPC. A SaaS solution is preferred. In either case SJPC expects the vendor to provide seamless technical support regardless of the ultimate hardware location.

The vendor should address in detail how it intends to support the product 24 X 7. Vendor should include their standard Service Level Agreement (SLA) for their recommended configuration/implementation. Because SJPC does not maintain an in-house IT staff, a robust and highly responsive SLA is highly desired.

Terminal Operations

The South Jersey Port Corporation operates marine terminal facilities in southern New Jersey on the banks of the Delaware River. The port specializes in the handling of break bulk cargoes, especially the handling of wood and steel products. Over the years SJPC has become the #1 port handling import of wood products in the United States. SJPC also handles numerous steel products including coil steel, slabs, wire rod, structural and pipe.

Over the years the port has developed different processes for different freight and different customers. In addition to the different processes, the SJPC has different (or in some cases no) systems to manage the freight. As a result, senior management desires a new state of the art system to replace or interface with the current systems.

Delaware River Stevedores (DRS) is SJPC's stevedore and hires all International Longshoremen's Association (ILA) labor as needed. This includes vessel stevedoring labor as well as Clerks, Checkers, Coopers, and Lashers for terminal work. All cargo discharged from vessels is in control of the DRS clerks and checkers for approximately the first five days after vessel discharge and in the DRS TOS system. SJPC machine operators deliver cargo as per instructions of DRS ILA clerks and checkers. After approximately five days, there is a physical inventory performed by both DRS and SJPC to put the cargo into the SJPC TOS inventory. SJPC handles all clerking, checking, and operating after that. Warehouse staff put new inventory numbers into SJPC TOS for control and tracking. A new TOS for SJPC must be able to handle this transfer of control between the DRS and SJPC.

The goals of SJPC management are many including: improve cargo visibility throughout the process, improve operating processes, eliminate duplicate / redundant work primarily duplicate data entry, bring data entry closer to where the work is being done, work smarter, provide customer access with visibility to activity to monitor cargo status. In addition, the SJPC wishes to improve communications between the Broadway and Balzano terminals.

Bidders are encouraged to visit the SJPC web site to obtain more information about the SJPC terminals, operations and cargo mix and volumes.

Pricing

Vendor is expected to provide all costs associated with the project including one-time costs and ongoing costs for a period of 5 years. Costs to include but not limited to:

- Project Management
- Software development
- Implementation and Training
- Set-up and TOS configuration
- Interface (API, .csv, EDI, etc.) configuration and support
- Training
- Test and Integration
- Ongoing operations
- Support

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.

EXECUTIVE ORDER NO. 271 COMPLIANCE

Per attached Executive Order No. 271, the contractor of any subcontractors that is party to this contract (“covered contractor(s)”) must maintain a policy that requires all covered workers to either provide adequate proof to the covered contractor that they have been fully vaccinated or submit to COVID-19 testing at a minimum one to two times weekly.

South jersey Port Corporation shall require bidders for contracts to certify prior to executing a contract that the bidder, if awarded a contract, shall comply with Executive Order No, 271. Covered contractors shall certify, at the time of submission of an invoice that they have complied with Executive Order during the period of time covered by the invoice.

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 indicates “proposal and cost schedule (see #9) 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 plan for Implementation and Training of the proposed solution. Will vendor staff be onsite at SJPC or does the vendor only provide remote implementation and training services? A comprehensive implementation and training plan should be included in the vendor's proposal.
4. Describe your approach to providing these services and your methodology for providing ongoing support.
5. Complete the section of Exhibit A entitled "Vendor Response" by completing columns "E", "F" and "G" for each of the following tabs: System Admin, Gate, General Cargo, Vessel Ops, Rail, Yard, Web Portal, EDI, Interfaces, Billing, Reports and Technical.
6. 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.
7. Staff Resources – Identify names of principals and key personnel who will perform the work.
8. 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. See Exhibit B Application for TWIC Escort Sponsorship
9. 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 as requested.
- 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) Buy American Notice. In the performance of the work under this contract, the contractor and all subcontractors shall use only domestic materials. (exhibit Q19).
- r) Executive Order #117 Pay-to-Play Restrictions. The applicant/proposer shall submit a completed form (exhibit Q20).

INSURANCE REQUIREMENTS

PROFESSIONAL and/ or CONTRACTOR SERVICES CONTRACTS

A. General Insurance Requirements

1. The Contract shall not commence until the Professional Service Contractor has obtained, at their own expense, all of the insurance as required hereunder and such insurance has been approved by the South Jersey Port Corporation; nor shall the Contractor allow any Subcontractor to commence work on any South Jersey Port Corporation projects until all insurance required of the Subcontractor has been so obtained and approved by the Contractor. Approval of insurance required of the Contractor will be granted only after submission to the South Jersey Port Corporation, original certificates of insurance signed by authorized representatives of the insurers or, at the South Jersey Port Corporation request, certified copies of the required insurance policies.
2. The Contractor shall require all Subcontractors to maintain during the term of the Contract commercial general liability insurance, business auto liability insurance, and workers compensation and employer's liability insurance at the same limits required of Professional Service Contractor.
3. All insurance policies required hereunder shall be endorsed to provide that the policy is not subject to cancellation and non-renewal until thirty (30) days prior written notice has been given to the Owner by the Contractor, except in the case of non-payment of premiums which is ten (10) days.
4. No acceptance and/or approval of any insurance by the South Jersey Port Corporation shall be construed as relieving or excusing the Contractor (or the Contractor's Surety, if applicable) from any liability or obligation imposed upon either or both of them by provisions of this Contract.
5. Any deductibles or retention's of (\$25,000) or greater shall be disclosed by the Contractor, and are subject to South Jersey Port Corporation's written approval. Any deductible or retention amounts elected by the Contractor or imposed by the Contractor's insurer(s) shall be the sole responsibility of the Contractor.
6. All insurance coverage shall be with AM Best Rating A-, VIII or better insurance companies licensed to do business in the State of New Jersey.
7. Insurance provided to the South Jersey Port Corporation as specified herein shall be primary, and any other insurance, self-insurance, coverage or indemnity available to the Owner and Owner's shall be excess of and non-contributory with insurance provided.
8. Contractor shall name South Jersey Port Corporation as Additional Insured on all liability policies (except Workers' Compensation and Professional Liability Policy, where applicable), for ongoing operations and completed operations on a primary and noncontributory basis of the Additional Insured's respective directors, officers, partners, members, 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 for any claims-made base policies.

9. Waiver of Rights of Subrogation: Contractor shall waive all rights of recovery against South Jersey Port Corporation for loss or damage covered by any of the insurance maintained by the Contractor

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

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

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: \$2,000,000
 - Aggregate Limit: \$2,000,00

Technology Errors & Omissions Insurance:

- a) Minimum Limits of Liability
Per Claim Limit: \$5,000,000
Aggregate Limit: \$5,000,000

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

Privacy Liability

- a) Subcontractor shall maintain coverage for third party liability arising out of breach of privacy, inclusive of confidential and proprietary business information, HIPAA violations and other breaches of personally identifiable information and/or protected health information, that may arise from their work with this contract. Coverage shall include Privacy Breach Notification and Credit Monitoring.

- b) Minimum Limits of Liability
Per Claim Limit: \$5,000,000
Aggregate: \$5,000,000

- c) Privacy Liability may be evidenced as part of a Technology Errors and Omissions Policy.

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

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 dispute 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 read, and to be thoroughly familiar with the Bid 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 project 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 Bid Documents, and to complete the contemplated work set forth in their Bid.

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

It is the policy of the SJPC that the selection of vendors shall be on the basis of demonstrated competence and on the professional qualifications necessary for the satisfactory performance of the services required. The SJPC will put each proposal submitted through a process of evaluation to determine responsiveness to all administrative and technical requirements of the RFP.

The evaluation criteria are intended to be used to make a recommendation to the SJPC Board of Directors, who will award the contract, but who are not bound to use the criteria or to award to Respondent on the basis of the recommendation. Furthermore, the SJPC reserves the right to vary from this procedure as it determines to be in the SJPC's best interest.

Compliance Check

All Proposals will be reviewed to verify that minimum requirements have been met. Proposals that have not followed the requirements in this RFP or do not meet minimum content and quality standards may be eliminated from further consideration.

Analysis

The evaluation team will analyze how the Respondents qualifications, experience, professional content and proposed methodology meet the SJPC's requirements. These requirements are detailed on EXHIBIT A which the vendor is required to complete. Each requirement should be addressed to the best of the vendor's ability. Requirements that ask the vendor to describe their solution to a specific SJPC issue will be critical. Points will be assigned by each committee member using the evaluation criteria below as a guideline.

Criteria

Qualifications will be evaluated using the following criteria:

1. Respondent's Qualification and Experience

Verifiable technical capacity, experience on similar projects and an outstanding record of successfully completed projects. Documentation of these projects should be provided. Past performance on similar projects may be included.

2. Project Approach and Methodology

Respondent's familiarity with and understanding of the project opportunities and challenges/constraints. Demonstrate processes that will highlight Respondent's ability to provide innovative solutions and complete the work as outlines in the RFP. Respondents should provide a detailed methodology for accomplishing the project goals.

3. Cost/Cost Effectiveness

The extent to which the total cost present to complete the project provides benefits worth the expense.

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, 3 (three) 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 11:00AM EST ON JANUARY 11, 2022 BY PATRICK BOYLE OR HIS DESIGNEE: SJPC-TOS-01112022; 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 must accompany each proposal and be delivered to Mr. Patrick Boyle, Senior Purchasing Agent (pboyle@southjerseyport.com) at or before the hard copy is received.

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.

EXECUTIVE ORDER NO. 271

WHEREAS, on March 9, 2020, I issued Executive Order No. 103, declaring the existence of a Public Health Emergency, pursuant to the Emergency Health Powers Act ("EHPA"), N.J.S.A. 26:13-1 et seq., and a State of Emergency, pursuant to the New Jersey Civilian Defense and Disaster Control Act ("Disaster Control Act"), N.J.S.A. App A:9-33 et seq., in the State of New Jersey for Coronavirus disease 2019 ("COVID-19"); and

WHEREAS, through Executive Order Nos. 119, 138, 151, 162, 171, 180, 186, 191, 200, 210, 215, 222, 231, 235, and 240, issued on April 7, 2020, May 6, 2020, June 4, 2020, July 2, 2020, August 1, 2020, August 27, 2020, September 25, 2020, October 24, 2020, November 22, 2020, December 21, 2020, January 19, 2021, February 17, 2021, March 17, 2021, April 15, 2021, and May 14, 2021, respectively, the facts and circumstances of which are adopted by reference herein, I declared that the COVID-19 Public Health Emergency continued to exist and declared that all Executive Orders and Administrative Orders adopted in whole or in part in response to the COVID-19 Public Health Emergency remained in full force and effect; and

WHEREAS, in accordance with N.J.S.A. App. A:9-34 and -51, I reserve the right to utilize and employ all available resources of State government to protect against the emergency created by COVID-19; and

WHEREAS, as COVID-19 continued to spread across New Jersey, I have issued a series of Executive Orders pursuant to my authority under the EHPA and the Disaster Control Act, to protect the public health, safety, and welfare against the emergency created by COVID-19, including Executive Order Nos. 104-133, Nos. 135-138, Nos. 140-166, Nos. 168-173, No. 175, Nos. 177-181, No. 183, Nos. 186-187, Nos. 189- 198, No. 200, Nos. 203-204, No. 207, and

Nos. 210-211 (2020) and Nos. 214-216, Nos. 219-220, Nos. 222-223, No. 225, Nos. 228-235, Nos. 237-244, No. 246, No. 249, Nos. 251-253, Nos. 263-264, and Nos. 266-267 (2021), the facts and circumstances of which are all adopted by reference herein; and

WHEREAS, on June 4, 2021, I signed Assembly Bill No. 5820 into law as P.L.2021, c.103 and issued Executive Order No. 244, which terminated the Public Health Emergency declared in Executive Order No. 103 (2020) but maintained the State of Emergency declared in that same Order; and

WHEREAS, P.L.2021, c.103 provided that following the termination of the Public Health Emergency declared in Executive Order No. 103 (2020), the Governor, Department of Health ("DOH") Commissioner (the "Commissioner"), and the head of any other State agency may continue to issue orders related to implementation of recommendations of the Centers for Disease Control and Prevention ("CDC") to prevent or limit the transmission of COVID-19 and related to vaccine distribution, administration, and management, COVID-19 testing, and data collection; and

WHEREAS, parties that contract with the State government provide essential services to the public and interact with the public on a regular basis, and because of the nature of their work, a significant portion of their workers are not able to work remotely; and

WHEREAS, ensuring the safety of the government workforce during this overall escalation in COVID-19 cases, hospitalizations, and deaths resulting from the B.1.617.2 ("Delta") variant is essential for continued operation and service to the public, and it is fitting and proper to require additional protections to the State workforce and public by requiring contractors to provide their vaccination or testing status as a

condition of entry onto State property and into State facilities, including property and facilities leased by a contractor; and

WHEREAS, the CDC has reported that new variants of COVID-19 have been identified in the United States, and that certain variants, particularly the Delta variant, are more transmissible than previous strains; and

WHEREAS, the State has experienced significant overall upticks in critical COVID-19 metrics since July of this year, including COVID-19 positive cases, the rate of transmission, spot positivity, and new hospitalizations, that warrant additional precautions in certain settings, especially those with a substantial number of unvaccinated individuals; and

WHEREAS, while over 5.7 million people in the State have been fully vaccinated against COVID-19, additional steps are necessary to ensure continued vaccinations of individuals in certain settings of concern to protect against the spread of COVID-19; and

WHEREAS, on July 6, 2021, the U.S. Department of Justice's Office of Legal Counsel issued an opinion concluding that Section 564 of the Food, Drug, and Cosmetic Act, 21 U.S.C. § 360bbb-3 does not prohibit public or private entities from imposing vaccination requirements while vaccinations are only available pursuant to Emergency Use Authorization ("EUA"); and

WHEREAS, ensuring that parties that contract with the State government provide adequate COVID-19 safeguards to their workers performing on or in connection with a State government contract will decrease worker absence, reduce labor costs, and improve the efficiency of contractors and subcontractors at sites where they are performing work for the State; and

WHEREAS, the CDC has emphasized that COVID-19 vaccines are effective, in that they can prevent individuals from getting and spreading the virus, and can prevent severe illness in individuals who do contract COVID-19; and

WHEREAS, this Order is related to vaccination management, COVID-19 testing, data collection, and the implementation of CDC recommendations, and is thus authorized under P.L.2021, c.103;

NOW, THEREFORE, I, PHILIP D. MURPHY, Governor of the State of New Jersey, by virtue of the authority vested in me by the Constitution and by the Statutes of this State, do hereby ORDER and DIRECT:

1. Each executive department and agency, including an independent authority, shall, to the extent permitted by law, ensure that contracts or agreements entered into by the executive department or agency include a clause that the contractor or any subcontractors, at any tier, that is party to the contract ("covered contractor(s)") must maintain a policy that requires all covered workers to either provide adequate proof to the covered contractor that they have been fully vaccinated or submit to COVID-19 testing at minimum one to two times weekly. This clause shall also be required to be incorporated into lower-tier subcontracts. Any covered worker subject to a policy maintained pursuant to this paragraph that has not provided adequate proof that the covered worker is fully vaccinated must submit to a minimum of weekly or twice weekly testing on an ongoing basis until fully vaccinated.

2. This Order shall apply to any new contract, new solicitation for a contract, extension or renewal of an existing contract, and exercise of an option on an existing contract, if it is a contract for services, construction, including demolition,

remediation, removal of hazardous substances, alteration, custom fabrication, repair work, or maintenance work, or a leasehold interest in real property through which covered workers have access to State property, and the cost or contract price thereof is to be paid, in whole or in part, with or out of executive department or agency funds. This Order shall not apply to financial assistance, including but not limited to grants, bonds, loans, or tax credits; contracts or subcontracts whose value is less than the State bid advertising threshold under N.J.S.A. 52:34-7; employees who perform work outside of the State; or contracts solely for the provision of goods.

3. Covered workers may demonstrate proof of full vaccination status by presenting the following documents to the covered contractor if they list COVID-19 vaccines currently authorized for EUA in the United States and/or the World Health Organization ("WHO"), along with an administration date for each dose:

- a. The CDC COVID-19 Vaccination Card issued to the vaccine recipient by the vaccination site, or an electronic or physical copy of the same;
- b. Official record from the New Jersey Immunization Information System (NJIIS) or other State immunization registry;
- c. A record from a health care provider's portal/medical record system on official letterhead signed by a licensed physician, nurse practitioner, physician's assistant, registered nurse or pharmacist;
- d. A military immunization or health record from the United States Armed Forces; or

- e. Docket mobile phone application record or any state specific application that produces a digital health record.

Covered contractors collecting vaccination information from covered workers must comport with all federal and State laws, including but not limited to the Americans with Disabilities Act, that regulate the collection and storage of that information.

4. To satisfy the testing requirement, a covered worker must undergo screening testing at minimum one to two times weekly. Where a covered contractor requires an unvaccinated covered worker to submit proof of a COVID-19 test, the worker may choose either antigen or molecular tests that have EUA by the U.S. Food and Drug Administration ("FDA") or are operating per the Laboratory Developed Test requirements by the U.S. Centers for Medicare and Medicaid Services. Where a covered contractor provides the unvaccinated covered worker with on-site access to COVID-19 tests, the covered contractor may similarly elect to administer or provide access to either an antigen or molecular test. If the covered worker is not working on-site during a week where testing would otherwise be required, the covered contractor's policy need not require the worker to submit to testing for that week. This requirement shall not supplant any requirement imposed by the covered contractor regarding diagnostic testing of symptomatic workers or screening testing of vaccinated workers.

5. Covered contractors must have a policy for tracking test results from testing required by this Order and must report results to local public health departments.

6. An executive department or agency shall require bidders for contracts subject to this Order to certify at the time of bid or proposal or prior to executing a contract that the bidder, if

awarded a contract, shall comply with this Order by having the policies and practices required by this Order in place, and shall collect all data necessary for compliance with this Order. Covered contractors shall certify, at the time of submission of an invoice, that they have complied with this Order during the period of time covered by the invoice.

7. For purposes of this Order, "covered worker" means any full-time or part-time worker for a covered contractor working on or in connection with a contract with an executive department or agency that requires such worker to enter, work at, or provide services in any place, site, installation, building, room, or facility in which any executive department or agency conducts official business or is within an executive department or agency's jurisdiction, custody, or control, or that relates to offering services for State employees, their dependents, or the general public.

8. For purposes of this Order, a covered worker shall be considered "fully vaccinated" for COVID-19 two weeks or more after they have received the second dose in a two-dose series or two weeks or more after they have received a single-dose vaccine. Individuals will only be considered fully vaccinated where they have received a COVID-19 vaccine that is currently authorized for emergency use by the FDA or the WHO, or that are approved for use by the same. Workers who are not fully vaccinated, or for whom vaccination status is unknown or who have not provided sufficient proof of documentation, shall be considered unvaccinated for purposes of this Order.

9. Nothing in this Order shall prevent a covered contractor from instituting a vaccination or testing policy that includes additional or stricter requirements, so long as such policy

comports with the minimum requirements of this Order. A covered contractor may also maintain a policy that requires more frequent testing of covered workers.

10. The Commissioner is hereby authorized to issue a directive supplementing the requirements outlined in this Order, which may include, but not be limited to, any requirements for reporting vaccination and testing data to the DOH. Actions taken by the Commissioner pursuant to this Order shall not be subject to the requirements of the Administrative Procedure Act, N.J.S.A. 52:14B-1 et seq.

11. The State Director of Emergency Management, who is the Superintendent of State Police, shall have the discretion to make additions, amendments, clarifications, exceptions, and exclusions to the terms of this Order.

12. It shall be the duty of every person or entity in this State or doing business in this State and of the members of the governing body and every official, employee, or agent of every political subdivision in this State and of each member of all other governmental bodies, agencies, and authorities in this State of any nature whatsoever, to cooperate fully in all matters concerning this Order, and to cooperate fully with any Administrative Orders issued pursuant to this Order.

13. No municipality, county, or any other agency or political subdivision of this State shall enact or enforce any order, rule, regulation, ordinance, or resolution which will or might in any way conflict with any of the provisions of this Order, or which will or might in any way interfere with or impede its achievement.

14. Penalties for violations of this Order may be imposed under, among other statutes, N.J.S.A. App. A:9-49 and -50.

15. This Order shall take effect immediately and shall remain in effect until revoked or modified by the Governor.

GIVEN, under my hand and seal this
20th day of October,
Two Thousand and Twenty, and
of the Independence of the
United States, the Two
Hundred and Forty-Sixth.

[seal]

/s/ Philip D. Murphy

Governor

Attest:

/s/ Parimal Garg

Chief Counsel to the Governor

EXHIBIT A: TOS Requirements for SJPC is available as a separate excel file attachment on the TOS project bid page at www.southjerseyport.com/bids



Exhibit B

South Jersey Port Corporation

Application for TWIC Escort Sponsorship

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

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

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

Sponsoring Company Information

Company Name: _____

Contact Person: _____

Contact Person Title: _____

Address: _____

City, State, Zip: _____

Work Phone: _____

Mobile Phone: _____

Email Address: _____

Fax: _____

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

Nominated Employee Information

Full Name (First, Middle, Last): _____

Date of Birth (mm, dd, year): _____

Address: _____

City, State, Zip: _____

Work Phone: _____

Mobile Phone: _____

Email Address: _____

Fax: _____

Date Employed by Nominated Employer: _____

TWIC escorting privileges are granted at the sole discretion of the SJPC, for a period determined by the SJPC, and the SJPC reserves the right to deny granting escorting privileges or to suspend, revoke or deny renewal of escorting privileges previously granted as follows:

1. Submittal by an employer or nominated applicant of false or misleading information.
 - Failure to adhere to the policies, rules and regulations of the SJPC or other applicable federal, state or local laws and regulations, including, but not limited to:
 - Any attempt to gain entrance to the SJPC's facilities, or restricted areas within its facilities, through fraud or deception;
 - Any attempt to bypass established entry points;
 - Use or attempted use of a credential issued to anyone other than the approved TWIC escort, or loaning of an approved TWIC escort credential to another person;
 - Failure to perform escorting duties in the manner prescribed in this policy.
2. Conviction of an approved TWIC escort of any offense for which he or she would have initially been denied approval in accordance with the policies of the Port Corporation.
3. Failure to present a TWIC upon request, loss of TWIC privileges or an expired TWIC,
4. An employer no longer meets the criteria under which their eligibility was initially established or an approved TWIC escort leaves the employment of the company for which escorting privileges were approved.
5. The **TWIC Escort privileged expire on the expiration of the TWIC card** provided when certified. When the escort's TWIC expires, a new application and retrain is required with the renewal TWIC card.

Submitted by:

Full Name (First, Middle, Last): _____

Title: _____

Date Submitted: _____

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

Signature

Name Printed

Date

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

Signature

Name Printed

Date

I certify to the best of my knowledge and belief that this application is correct and complete and I 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.

Exhibit C

BID FORM

Having carefully examined the Technical Specifications for this project, the undersigned proposes to complete the work as set forth therein and to furnish all labor, materials, and services required to execute the work in accordance with the Technical Specifications.

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 undersigned accepts responsibility for having completely examined and understood the intent of the Bid and for having obtained all pertinent information affecting the work.

Total Bid Price \$ _____

CORPORATE SEAL

Contractor:

Primary Contact Name: _____

By: _____

Title: _____

Date: _____

Business Address: _____

Phone No.: _____