



REQUEST FOR SEALED BIDS

ELECTRICAL INFRASTRUCTURE IMPROVEMENTS & INSTALLATION OF VEHICLE CHARGING STATIONS AT THE BROADWAY AND BALZANO TERMINALS

**SOUTH JERSEY PORT CORPORATION
2 Aquarium Drive, Suite 100
Camden, NJ 08103**

Proposal Due Date: Thursday April 14, 2022 at 11:00am ET

INFORMATION TO RESPONDANTS

Sealed bids 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 S. Broadway, Camden, NJ 08104 on:

Tuesday March 29, 2022 at 10:00 am.

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
2 AQUARIUM DRIVE, SUITE 100
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 THURSDAY APRIL 14, 2022 AT 11:00AM ET BY PATRICK BOYLE, OR HIS DESIGNEE.

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 Administrative Offices at 2 Aquarium Drive, Suite 100, Camden, NJ 08103.

Receipt of Proposals

All proposals must be received by Thursday April 14, 2022 at 11:00am ET 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 Friday, April 1, 2022 at 5:00 PM.

REQUEST FOR BIDS

ELECTRICAL INFRASTRUCTURE IMPROVEMENTS & INSTALLATION OF VEHICLE CHARGING STATIONS AT THE BROADWAY AND BALZANO TERMINALS

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 BIDS FOR
ELECTRICAL INFRASTRUCTURE IMPROVEMENTS & INSTALLATION OF
VEHICLE CHARGING STATIONS AT THE BROADWAY AND BALZANO TERMINALS

Notice is hereby given that sealed bids for Electrical Infrastructure Improvements & Installation of Vehicle Charging Stations at The Broadway and Balzano Terminals, pursuant to N.J.S.A. 19:44A-20.7, will be received by the South Jersey Port Corporation (herein after "SJPC"). Four (4) original sealed copies of each firm's proposals shall be submitted to Patrick Boyle, Senior Purchasing Agent, South Jersey Port Corporation, 2 Aquarium Drive, Suite 100, Camden, NJ 08103, Thursday, April 14, 2022 at 11:00 AM ET at which time the sealed bids will be opened and recorded.

The project consists of installation of power supply connections to existing switchgear at Broadway Terminal, to new PSE&G service connections at Broadway and Balzano Terminals, and installation of electric vehicle charging stations at various locations within the Terminals.

A Pre-Bid meeting will be held at the Broadway Terminal, 2500 Broadway, Camden, NJ 08104 on **Tuesday, March 29, 2022 at 10:00 am**. 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 bid packets. The bid 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, 2 Aquarium Drive, Suite 100, Camden, NJ 08103. pboyle@southjerseyport.com.

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.

SOUTH JERSEY PORT CORPORATION
REQUEST FOR SEALED BIDS FOR
ELECTRICAL INFRASTRUCTURE IMPROVEMENTS & INSTALLATION OF
VEHICLE CHARGING STATIONS AT THE BROADWAY AND BALZANO TERMINALS

TECHNICAL SPECIFICATIONS

SECTION 01110	SUMMARY OF WORK
SECTION 02220	SCOPE OF WORK- DETAILS

SECTION 01110

SUMMARY OF WORK

1.0 GENERAL

1.1 Scope of Work

- 1.1.1 The general description of work to be performed includes, but is not necessarily limited to, the following items and activities listed. All work required to complete the construction and installation as conceived and depicted or delineated on the drawings, and as described in the specifications shall be included.
- 1.1.2 The work includes connections to existing and new power supplies, and installation of necessary materials and equipment for providing charging stations for new electric material handling equipment (forklifts) that are
- 1.1.3 The CONTRACTOR shall provide all equipment necessary to complete this project and will be responsible for the security of the equipment on the site. Unless specifically noted herein, there will be no SJPC equipment available for the CONTRACTOR to use.

1.2 Continuous Facility Operation

- 1.2.1 The Terminals will be in continuous service during the work. Normal facility activities may affect construction activities. The CONTRACTOR will coordinate all work activities with the **Engineer Of Record**, the **PROJECT ENGINEER**. The CONTRACTOR will take specific precaution not to have their people, materials, equipment, or construction methods interfere or limit the accessibility of operational personnel to areas of the facility that must be routinely accessed. The CONTRACTOR is to maintain all utilities, conduit, piping, instrumentation, etc. in-service during construction. In particular, any facility or section power outages required by this work must be closely coordinated with the facility, such that timing and duration of the outages have the minimum impact possible on the facilities.

1.3 Location

1.3.1 Access to the Terminals:

Access to the Broadway and Balzano Terminals is granted by means of guarded gateways and requires certain ID as a United States citizen. Unsupervised access is allowed only by means of a Transport Workers Identification Card (TWIC).

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 individuals at any one time.

The sponsoring employer making the nomination for TWIC escorts shall submit the application at least (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.

- 1.3.2 All work is located at the Broadway and Balzano Terminals of the South Jersey Port Corporation Facility in Camden, NJ.

1.4 Contract Drawings

- 1.4.1 Balzano PSE&G Electrical Service- Electrical Single Line - ES01 Rev B
- 1.4.2 Balzano Charger Layout - Rev A
- 1.4.3 Broadway PSE&G Electrical Service- Electrical Single Line - ES01 Rev C
- 1.4.4 Broadway Terminal - Water Tower Area- Electrical Charger Station, 1 of 1, Rev B
- 1.4.5 Broadway Terminal- Main Substation- Electrical Charger Station 1 of 1 Rev B (Plot plan)
- 1.4.6 Broadway Terminal - Main Substation - Electrical Single Line ES03 - Rev A
- 1.4.7 SJPC Broadway Terminal- Overall One-Line diagram 1/20/2021 FOR REFERENCE ONLY
- 1.4.8 Main Substation plan - E-2 FOR REFERENCE ONLY
- 1.4.9 Transformer pad - typical details

1.5 Safety

- 1.5.1 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 their workers, their SUBCONTRACTORS, and equipment.
- 1.5.2 CONTRACTOR shall submit a Safe Work Plan to **PROJECT ENGINEER** for review and approval at least one (1) week prior to construction kick-off.

1.6 Scheduling

- 1.6.1 The sequence of construction activities, and methods to be employed, shall be subject to the review and approval of the **PROJECT ENGINEER** to minimize interference with SJPC operations. At the time of award, the CONTRACTOR shall work with SJPC personnel to ensure that schedule for this project will ensure that the project is finished in a reasonable time period while allowing port operations to continue uninterrupted.
- 1.6.2 CONTRACTOR'S bid shall assume working at the facility eight (8) hours per day, five (5) days per week, during standard daylight hours, Monday through Friday.
- 1.6.3 Assume the facility will be in-service for the duration of this work.

1.7 Clean Up

- 1.7.1 Remove from the site all temporary structures, rubbish, unused materials, etc., and leave the site neat and clean. The CONTRACTOR shall be responsible for proper environmental disposal of all material removed during demolition.

1.8 Construction Sequence

- 1.8.1 The CONTRACTOR shall submit their proposed schedule for approval.

1.9 Submittals

The CONTRACTOR shall submit all items, and Invoicing, to the **Engineer of Record**, the **PROJECT ENGINEER**, for review and approval prior to each submission, each item shall be checked by the CONTRACTOR for compliance with the contract documents and coordination for compatibility with all other components of the structure. The CONTRACTOR shall stamp and date each submission indicating that they have completed the pre-submission coordination check.

- 1.9.1 Certificates of Compliance, product data, mill certifications and catalog cuts shall be submitted for all material, equipment, etc. used on this project. All warranty information for equipment installed will be submitted.
- 1.9.2 Additional submittals are listed in each technical section.
- 1.9.3 CONTRACTOR shall submit electronic copies of each submittal to the **PROJECT ENGINEER** for review.
- 1.9.4 All submittals shall be reviewed, dated, and stamped as reviewed by the CONTRACTOR.
- 1.9.5 CONTRACTOR shall submit a submittal schedule indicating each submittal with a number and anticipated date of the submittal prior to start of construction. Each submittal shall reference the appropriate technical section number, such as 01, 02, etc.
- 1.9.6 CONTRACTOR shall submit a marked up as-built set of construction drawings to the **PROJECT ENGINEER** at the end of the project.

2.0 EXECUTION

- 2.1 Any damage to existing structures, utilities and property caused during construction and the costs involved with repair of said damage are the full responsibility of the CONTRACTOR. This includes the work of any SUBCONTRACTORS hired by CONTRACTOR to complete the work.
- 2.2 The CONTRACTOR shall check and verify all conditions and dimensions at the site before proceeding with the work including any fabrication and erection. The CONTRACTOR shall report any discrepancies in writing to the engineer for correction prior to beginning any work. The discovery of discrepancies after the work has commenced shall be the responsibility of the CONTRACTOR.

END OF SECTION 01110

SECTION 02220

1.0 GENERAL

1.1 Scope of Work

The work under this section includes the furnishing of all labor, equipment, tools, services, and materials necessary for installation of new electric services, panels, foundations, and vehicle chargers. This work shall include, but not be limited to, the work described in the attached scope of work details.

1.2 Salvaged Materials

Excavated material shall be stored on-site at a location designated by the **PROJECT ENGINEER**. Materials and equipment which are unsuitable for reuse, in the opinion of the **PROJECT ENGINEER**, shall become the property of the CONTRACTOR and shall be removed from site and properly disposed of at the CONTRACTOR'S expense. Material to be salvaged will be moved to an area determined by SJPC and retained by owner.

2.0 PRODUCTS

NONE

3.0 EXECUTION

3.1 Perform the work without damage to the adjacent areas. If such adjacent areas are damaged, patch, repair or otherwise restore same to its original condition. All existing materials, fixtures, and equipment which are removed but are not indicated or specified for reuse in any of the new work shall become the property of the CONTRACTOR and shall be removed from the site by the CONTRACTOR at their expense. Perform removals in a neat and workmanlike manner to the limits indicated or specified, or to the minimum extent necessary or required for the proper installation of new work.

3.2 Debris

Immediately remove debris from the site, or stockpile neatly within an assigned work area and remove as often as necessary, but not less than at least once a week.

3.3 Protection

Take all necessary precautions to adequately protect personnel and property in the areas of work. Provide approved barriers and warning signs to reroute personnel around areas of dangerous work.

4.0 SCOPE OF WORK DETAILS

Electric Vehicle Charging Stations Project Scope and Details

General requirements

- 1) All work to be done in accordance with NEC and local inspection authority.
- 2) Contractor to supply cut sheets for quoted transformers, panels, and poles.
- 3) All work for PSE&G Transformer to comply with PSE&G standards.

Water Tower Area - Broadway Marine Terminal

1) Provide all conduits, wiring, foundations, and supports as required by PSE&G for 1000KVA pad mount 480/277V transformer with dual 500 MCM cables to each of 2 port distribution panels. Repair any damage to paving, sidewalks, curbs, etc., associated with installation of underground conduits.

DETAILS WILL BE PROVIDED LATER PER PSE&G DESIGN

2) Foundations

- a) 3' by 6' for each 200A charger (2 required)
- b) 3' by 3' for each 100A charger and conduit support (9 required)
- c) 3' by 7' for panel (2 Required)
- d) As required by PSE&G for transformer, CT box and meter enclosure. (DETAILS LATER)

3) Build rack for panels and conduit supports.

4) Install panels, transformers, and chargers to completion.

5) Install conduit and wire to connect all items, wire to be THHN, conduit to be hot dipped galvanized

a) Transformer to panel: Dual 500MCM copper 4 wire in two 3" C for each. Feed into Panel 1 will come in underground directly from transformer. Feed for panel 2 will come above ground to junction box just past panel 1 and continue aboveground to the panel. TO BE CONFIRMED PER PSE&G DESIGN

c) Panel to 200A (2 each) charger 3-2/0 & #6 gnd in 2"C

d) Panel to 100A charger (9 each) 3-#2 with #6 gnd in 1 1/2"C

6) Run 277V circuit to Meter house for heaters from Panel 1

7) Grounding: Provide ground rod at transformer and each panel, bond all conduit, rods, and rebar to ground system per NEC.

Main Substation Area - Broadway Marine Terminal

1) Move office transformer feeder from section 1 to 3, outage must be after hours or weekend, if site cannot permit outage length, then generator must be rented and connected at transformer

a) Open trench and if needed pump out any water, supply lighting for work in trench. check existing Yard office sub cable and order terminations. Check spare conduit to cubical #3

b) If needed stage generator and transfer overload. Check rotation of 208 before and after connection.

c) Shut down cubical #1, mark connections phasing, pull out wire, shutdown cubical #3, pull wire in cubical #3 spare conduit, provide new terminations for cable. Re-energize cubical #3.

d) Check rotation of transformer secondary to make sure it's the same. Shut down transformer and transfer off of generator.

2) Construct new foundations

a) ~ 10' by 10' for transformer

NOTE: For Transformer foundation excavation check possibility of relocating north most conduit for cubical directly into foundation otherwise provide underground conduit to trench.

b) 3' by 3' for each charger and conduit support, 9 places

- c) 3' by 5' for panel
- 3) Build rack for panel and conduit supports
- 4) Install transformer, panel, and chargers.
- 5) Install conduit and wire to connect all items, 480V wire to be THHN, conduit to be hot dipped galvanized
 - a) Transformer to panel dual 4 conductor 500MCM copper plus 1/0 ground in two 3 1/2" C
 - b) Total 9 - Panel 70A breaker to 60A charger - 3-#6 with #6 gnd in 1"C
- c) Section 1 to Transformer- 5 kv shielded copper EPR insulation 3-1/0 & #2 ground in 3"C provide all stress cone/ elbow connections.
- 6) Grounding: 2/0 ground is to be extended from transformer to switchgear ground grid underground. Rebar in transformer foundation is to be grounded and bonded to transformer. A ground rod is to be installed at panel.

Water Tower Area - Balzano Marine Terminal

- 1) Provide all conduits, wiring, foundations, grounding and supports as required by PSE&G for 1000KVA pad mount 480/277V transformer with dual 500 MCM cables to each of 2 port distribution panels. DETAILS LATER
- 2) Foundations
 - a) 3' by 6' for each 200A charger and conduit supports (4 places)
 - b) 3' by 3' for each 100A charger and conduit support (2 places)
 - c) 3' by 3' for portable charger (1 place)
- 3) Build rack for panels and conduit supports.
- 4) Install conduit and wire to connect all items, wire to be THHN, conduit to be hot dipped galvanized
 - a) Transformer to panel: dual 4 conductor 500MCM copper two 3 " C to each panel. conduit is to be installed underground from transformer to each panel
 - b) Panel to 200A (4 each) charger 3-2/0 & #6 gnd in 2"C
 - c) Panel to 100A charger (2 each) 3-#2 with #6 gnd in 1 1/2"C

e) Panel to 50A plug for charger for yard horse truck - 4-#8 with #6 gnd in 1"C, also supply 20 ft SO cord and plug for charger

6) Run 277V circuit to Meter house for heaters from Panel 1

7) Grounding: Provide ground rod at transformer and each panel, bond all conduit, rods, and rebar to ground system, per NEC.

Materials

Conduit to be Hot dipped galvanized

Supports shall be Hilti heavy duty HDG support system, minor cross members to be HDG unistrut.

Transformer for Main Sub: 500kva 4.16kv delta to 480/277 Wye secondary

Transformer can be reconditioned but acceptable oil report must be supplied to port and the transformer must be physically in excellent condition and approved by port engineer.

Oil filled pad mount design

Full Capacity Taps (-5.0%, -2.5%, +2.5%, +5.0%)

HV BIL 60 kV LV 480Y/277

HV Feed Dead Front - Radial w/inserts (3)

HV Switch LBOR (qty 1) - Radial or Loop

HV Fusing Bayonet-Type Fuse w/ Partial Range Current Limiting Fuse

HV Arresters none, Winding Material Aluminum

HV and LV Windings Avg Winding Rise 65°C rise above 30°C ambient

Tank / Cabinet Material Mild steel tank / mild steel cabinet

Liquid Temp Indicator Dial-Type Thermometer

Liquid Level Indicator Dial-Type Liquid Level Gauge

Tank Pressure Indicator Dial-Type Pressure-Vacuum Gauge

Pressure Relief PRV (Manual Pressure Relief Valve)

Drain Provision Drain Valve w / Sampler

480V breakers and panels

All panels (total of five)

NEMA 3R, Surface mount, minimum 45KA, copper buss, half neutral, ground buss, UL 67, 800A bus with main breaker at bottom, provision for padlocking branch breakers

Water Tower Broadway panel 1: 2- 200A three phase, 2-100A three phase, 1-20A single phase (heater in main cabinet), plus space for a minimum of 3 spare 100A frame breakers.

Water tower Broadway panel 2: 7-100A three phase, 1- 20A single phase (lighting), plus space for a minimum of 1- 200A frame and 3-100A frame three phase breakers

Main Sub panel: 9- 70A three phase breakers and 1- 20 A single phase breaker (lighting), plus 3 three phase 100A frame future spaces minimum

Water Tower Balzano panel 1: 3- 200A, 1-20A single phase (heater in main cabinet), plus space for a minimum of 3 spare 100A frame breakers.

Water tower Balzano panel 2: 1-200A, 2- 100A three phase, 1-50A three phase, 1 - 20A single phase (lighting), plus space for a minimum of 2- 200A frame and 3-100A frame three phase breakers

Vehicle Chargers

The vehicle chargers will be provided by the Owner, SJPC, for installation by the contractor.

END OF SECTION 02220

INFORMATION FOR BIDDERS

INFORMATION FOR BIDDERS: ELECTRICAL INFRASTRUCTURE IMPROVEMENTS & INSTALLATION OF VEHICLE CHARGING STATIONS AT THE BROADWAY AND BALZANO TERMINALS SOUTH **JERSEY PORT CORPORATION**

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.

The award shall be subject to securing any necessary permits governing the work.

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.

ACCESS TO TERMINALS

Access to the Terminals is granted by means of a guarded gateway and requires certain ID as a United States citizen. Access is allowed only by means of a Transport Workers Identification Card (TWIC).

EXECUTIVE ORDER NO. 271 COMPLIANCE

Per attached Executive Order No. 271, the contractor or 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 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) 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: \$5,000,000
Aggregate Limit: \$5,000,000

Professional Liability 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.

Watercraft Liability/Protection and Indemnity Liability:

(IF DESIGNATED BY CONTRACTOR'S SCOPE OF WORK)

- a) Provide coverage for bodily injury, property damage, personal and advertising injury arising out of any owned, leased, hired, or borrowed watercraft; and
- b) Minimum Limits of Liability:
\$10,000,000 Per Occurrence
\$10,000,000 Aggregate

Vessel Pollution Liability Insurance:

(IF DESIGNATED BY CONTRACTOR'S SCOPE OF WORK)

- a) Covering losses caused by pollution incidents that arise from the vessel(s) used in the operations of the Contractor and /or their subcontractors of any tier.
- b) Minimum Limits of Liability:
Occurrence Limit: \$5,000,000
Aggregate Limit: \$5,000,000

Pollution Liability Insurance:

(IF DESIGNATED BY CONTRACTOR'S SCOPE OF WORK)

- c) Covering losses caused by pollution incidents that arise from the operations of the Contractor and /or their subcontractors of any tier.
- d) Minimum Limits of Liability:
Occurrence Limit: \$5,000,000
Aggregate Limit: \$5,000,000
- c) Insurance to be maintained for the duration of the work and for a period of three (3) years after completion of work / final payment.
- d) No Exclusions for Silica, Asbestos or Lead.

- e) Include Mold Coverage for full policy limit of liability.
- f) Shall include coverage for all pollutants as defined under the Resource Conservation and Recovery Act, as amended, 42 U.S.C. Section 6901 et. Seq. ("RCRA") or any related state or city environmental statute or the removal of any petroleum contaminated material at the project.
- g) All owned and / or 3rd Party disposal facilities must be licensed and maintain pollution liability insurance of not less than \$2,000,000, if applicable.

Aircraft Liability and/or Unmanned Aircraft Systems (UAS, aka Drones):

(IF DESIGNATED BY **CONTRACTOR'S SCOPE OF WORK**)

- a) Provide coverage for bodily injury, property damage, personal and advertising injury arising out of any owned, leased, hired, or borrowed aircraft or UAS; and
- b) Minimum Limits of Liability:
 \$10,000,000 Per Occurrence
 \$10,000,000 Aggregate

NOTE: If UAS are covered by the General Liability policy instead of an Aviation Policy, coverage must be provided by CG 24 50 (or its equivalent) for "any aircraft used in the Insured's operations" for "any operations or projects of the Insured".

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.

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 RFB. 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, four (4) 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 THURSDAY APRIL 14, 2022 AT 11:00AM ET BY PATRICK BOYLE OR HIS DESIGNEE: and addressed to the South Jersey Port Corporation, Attention: PATRICK BOYLE, Senior Purchasing Agent, 2 Aquarium Drive, Suite 100, Camden, NJ 08103

SEALED Proposals may be mailed or hand delivered to: SJPC: South Jersey Port Corporation, Attention: Mr. Patrick Boyle, Senior Purchasing Agent, 2 Aquarium Drive, Suite 100, 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.

**ELECTRICAL INFRASTRUCTURE IMPROVEMENTS &
 INSTALLATION OF VEHICLE CHARGING STATIONS AT
 THE BROADWAY AND BALZANO TERMINALS
 SOUTH JERSEY PORT CORPORATION**

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:

Item	Quantity	U.O.M.	Description	Line Total
1	LS	LS	MATERIALS AND INSTALLATION FOR ALL ITEMS REQUIRED BY PSE&G FOR INSTALLATION OF NEW 1000 KVA SERVICE AT BROADWAY TERMINAL WATER TOWER AREA (SCOPE LINE 1)	
2	LS	LS	MATERIALS AND INSTALLATION OF ALL FOUNDATIONS, RACKS, PANELS, ETC AT BROADWAY TERMINAL WATER TOWER AREA (SCOPE ITEMS 2 THROUGH 7)	
3	LS	LS	MATERIALS AND INSTALLATION OF ALL FOUNDATIONS, TRANSFORMER, RACKS, PANELS, ETC AT BROADWAY TERMINAL MAIN SUBSTATION AREA (SCOPE ITEMS 1 THROUGH 6)	
4	LS	LS	MATERIALS AND INSTALLATION OF ALL ITEMS REQUIRED BY PSE&G FOR INSTALLATION OF NEW 1000 KVA SERVICE AT BALZANO TERMINAL WATER TOWER AREA (SCOPE LINE 1)	
5	LS	LS	MATERIALS AND INSTALLATION OF ALL FOUNDATIONS, RACKS, PANELS, ETC AT BALZANO TERMINAL WATER TOWER AREA (SCOPE ITEMS 2 THROUGH 7)	
			TOTAL LUMP SUM BID PRICE	
In words:				

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 superintendence 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 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.

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.

A. Provide a Field Organizational Chart with Names of Key Personnel

B. We Acknowledge Receipt of the Following Addenda

Addendum NO. _____ Dated: _____

Addendum NO. _____ Dated: _____

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 Project Engineer time to evaluate and make a decision. The Project Engineer will notify the Contractor of the acceptance of their bid in writing within ninety (90) days following the bid date.

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.

CORPORATE SEAL

Contractor:

Primary Contact Name: _____

By: _____

Title: _____

Date: _____

Business Address: _____

Phone No.: _____

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

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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.

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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

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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 policy⁸ 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.

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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



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: _____

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 initally established or an approved TWIC escort leaves the employment of the company for which escorting privileges were approved.

5. The **TWIC Escort privileged expire on the expiration of the TWIC card** provided when 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.