



REQUEST FOR SEALED BIDS

SJPC 21-106:

CATHODIC PROTECTION SYSTEM REPAIRS

SOUTH JERSEY PORT CORPORATION

**2 Aquarium Drive, Suite 100
Camden, NJ 08103**

Proposal Due Date: Tuesday, June 7, 2022 at 11:00am ET

INFORMATION TO RESPONDENTS

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

Project Site Pre-Bid Meeting

A recommended project on-site review and walk down meeting for all bidders for this project will be held at the Holt CWD Pier 5 Facility, outside the gate of the South Jersey Port Corporation's, Broadway Terminal, 2500 S. Broadway Blvd., at the intersection of the new Broadway Blvd. and the Newton Creek Bridge, Camden, NJ 08103 at 10:00 AM on Tuesday, May 17, 2022.

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 **TUESDAY, JUNE 7, 2022 AT 11:00AM ET** by PATRICK BOYLE, OR HIS DESIGNEE: SJPC 21-106: CATHODIC PROTECTION SYSTEM REPAIRS

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, 2 Aquarium Drive, Suite 100, Camden, NJ 08103

Receipt of Proposals

All proposals must be received by **TUESDAY, JUNE 7, 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 if submitted after 5pm on Wednesday, May 25, 2022.

REQUEST FOR PROPOSALS

SJPC 21-106: CATHODIC PROTECTION SYSTEM REPAIRS

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
CATHODIC PROTECTION SYSTEM REPAIRS

Notice is hereby given that sealed bids for Cathodic Protection System Repairs, 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, 2 Aquarium Drive, Suite 100, Camden, NJ 08103, by June 7th, 2022 at 11:00 AM at which time the sealed bids will be opened and recorded.

A Pre-Bid meeting will be held at Holt CWD Pier 5 Facility, at the intersection of the new Broadway Blvd. and the Newton Creek Bridge, Camden, NJ 08103 on **May 17, 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.

System Overview for Requested Services

The dock structures at the Balzano and Broadway terminals are divided into five cathodic protection sections named Berth 2, Berth 3, Berth 4, and Berth 4 Extension at Balzano Terminal, and Pier 5 located at the Broadway Terminal, and consisting of individual pipe piles and sheet piles which are supposed to be electrically continuous by bonded cables. Each berth contains a separate impressed current cathodic protection system. Berth 2 is approximately 360' long; Berth 3 is approximately 500' long; Berth 4 is approximately 750' long; and Berth 4 Extension is approximately 300' long. Pier 5 is a former dry dock and is approximately 900' long.

Each contains a separate ICCP system and is individually rectified by oil cooled units of varying DC output voltages and amperage ratings. Multiple permanent CSEs were installed throughout the berths along with MMO tubular anodes. Drawings are available for review.

The following criteria are referenced in NACE standard SP0169-2013 and represent the operational basis for the cathodic protection systems as installed: "A negative voltage of at least minus 850 millivolts as measured between the underground/underwater component and a saturated copper-copper sulfate reference electrode connecting the earth (electrolyte) directly over or adjacent to the

underground/underwater component. Determination of this voltage shall be made with the cathodic protection system in operation. Voltage drops shall be considered for valid interpretation of this voltage measurement. A minimum of minus 850 millivolts "instant off" potential between the underground/underwater component being tested and the reference cell shall be measured. An adequate number of measurements shall be obtained over the entire structure, pipe, tank, or other metallic component to verify and record achievement of minus 850 millivolts "instant off." "A minimum polarization voltage shift of 100 millivolts as measured between the underground component and a saturated copper-copper sulfate reference electrode contacting the earth directly over or adjacent to the underground/underwater component. This polarization voltage shift shall be determined by interrupting the protective current and measuring the polarization decay. When the 4 protective current is interrupted, an immediate voltage shift will occur. The voltage reading, after the immediate shift, shall be used as the base reading from which to measure polarization decay. Measurements achieving 100 millivolts decay shall be made."

The conclusion is that multiple test locations do not meet NACE criteria for protection. Many permanent reference electrodes were found contaminated or defective together with multiple anodes for each rectifier system that are either showing low or no current output with the potential for possible rectifier issues. Also suspect are multiple bonding cables and/ or connections that are either broken, corroded, or disconnected.

SCOPE OF WORK

Part 1. Berth 5 at Broadway MT will need complete grid and reference anode repairs to be done.

Part 2. Additional work that needs to be done at Berth 4, Balzano MT is as follows:

As per the cathodic protection survey performed by MESA on April 23rd, the report recommends that "the anodes that are providing no current output be replaced, with the Berth 4 anode deep wells 4D and 4E as a priority. A completely new replacement deep well maybe required at these locations. In addition, additional investigation including a dive inspection may provide information concerning the damaged #10 AWG test cables at the underwater locations. The scope of work will be as follows for testing the Berth 4 anode deep wells: a. Sawcut and excavate the area to pull the lid to the anode well. b. Test and inspect the anodes and these connections to investigate and determine if they need replacing. c. Area to be backfilled and repaved

Bidder shall provide a preliminary schedule, including estimated start and completion dates. All work shall be performed on weekdays during daylight hours. Work may be performed on Saturdays and/or other hours pending prior approval by South Jersey Port Corporation.

ANNUAL MAINTENANCE CONTRACT with TRI-MONTHLY INSPECTIONS

The South Jersey Port Corporation is requesting an additional LUMP SUM Quotation to perform Tri-Monthly Inspections, and to perform all required Maintenance for the entirety of the operating systems. Requested pricing will be for an annual period of One Year for all labor only related activities noting the opportunity for additional annual options for yearly considerations not to exceed a Five (5) Year period. All required Materials and Parts necessary to maintain systems operation during the longevity of these annual Term agreements will be negotiated and purchased through the Office of the Sr. Purchasing Agent for the South Jersey Port Corporation.

WARRANTY

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

BID BOND

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

PERFORMANCE BOND

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

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

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 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.

CERTIFICATION OF NON-INVOLVEMENT IN PROHIBITED ACTIVITIES IN RUSSIA OR BELARUS

On March 9, 2022, Governor Murphy signed P.L.2022, c.3, which prohibits certain government dealings with businesses engaged in prohibited activities in Russia or Belarus. As an agency of the State of New Jersey, South Jersey Port Corporation will now be required to have a business, or person with whom it is contracting, sign a certification that they are not engaged in prohibited activities in Russia or Belarus. That form is included in this bid document and the awarded contractor must complete it.

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).

MINIMUM INSURANCE REQUIREMENTS FOR CONTRACTORS

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

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

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

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

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

With respect to insurance maintained after final payment in compliance with a requirement below, an additional certificate(s) evidencing such coverage shall be provided to SJPC with final application for payment and thereafter upon renewal or replacement of such insurance until the expiration of the time period for which such insurance must be maintained.

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

Coverage should be provided for a period of three years subsequent to the completion of work/final payment.

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

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

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

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

Workers' Compensation and Employer's Liability:

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

- a) Workers' Compensation Coverage: Statutory Requirements
- b) Employers Liability Limits not less than:
 - Bodily Injury by Accident: \$500,000 Each Accident
 - Bodily Injury by Disease: \$500,000 Each Employee
 - Bodily Injury by Disease: \$500,000 Policy Limit
- c) Jones Act/Maritime Liability and USL&H Coverage, as applicable.
- d) Includes coverage for sole proprietors, partners, members or officers who will be performing the work.

Commercial General Liability:

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

- a) Occurrence Form with the following limits:
 - (1) General Aggregate: \$2,000,000
 - (2) Products/Completed Operations Aggregate: \$2,000,000
 - (3) Each Occurrence: \$1,000,000
 - (4) Personal and Advertising Injury: \$1,000,000
- b) Products/Completed Operations Coverage must be maintained for a period of at least three (3) years after final payment / completion of work (including coverage for the Additional Insureds as set forth in these Insurance Requirements).
- c) The General Aggregate Limit must apply on a **Per Project basis**.
- d) Coverage for "Resulting Damage".

- e) No sexual abuse or molestation exclusion.
- f) No exclusion for marine based work.
- g) No amendment to the definition of an "Insured Contract".
- h) The definition of an "Insured Contract" must be amended to provide coverage for all work on or within 50 feet of a railroad, if applicable. A stand alone Railroad Protective Liability policy may be required based on the scope of this project.

Automobile Liability:

- a) Coverage to include All Owned, Hired and Non-Owned Vehicles (or "Any Auto"), if you do not have any Owned Vehicles you are still required to maintain coverage for Hired and Non-Owned Vehicles as either a stand alone policy or endorsed onto the Commercial General Liability policy above
- b) Per Accident Combined Single Limit \$1,000,000
- c) For Contractor(s) involved in the transportation of hazardous material, include the following endorsements: MCS-90 and ISO-9948.

Professional Liability Insurance:

(IF DESIGNATED BY CONTRACTOR'S SCOPE OF WORK)

- a) Minimum Limits of Liability
Per Claim Limit: \$1,000,000
Aggregate Limit: \$1,000,000
- b) The Definition of "Covered Services" shall include the services required in the scope of this contract.

Pollution Liability Insurance:

(IF DESIGNATED BY CONTRACTOR'S SCOPE OF WORK)

- a) Covering losses caused by pollution incidents that arise from the operations of the Contractor and /or their subcontractors of any tier.
- b) Minimum Limits of Liability:
Occurrence Limit: \$1,000,000
Aggregate Limit: \$1,000,000
- 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 \$1,000,000, if applicable.

Watercraft Liability/Protection and Indemnity Liability:

(Required if using a watercraft)

- 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:
\$1,000,000 Per Occurrence
\$1,000,000 Aggregate

Vessel Pollution Liability Insurance:

(Required if using a vessel)

- c) 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.

- d) Minimum Limits of Liability:
 - Occurrence Limit: \$1,000,000
 - Aggregate Limit: \$1,000,000

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

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

Additional Information

The SJPC reserves the right to reject any or all proposals and to waive informalities and minor irregularities in proposals received if deemed in the best interest of the SJPC to do so. A final decision will be made only after all proposals have been received and evaluated and presented to the SJPC Board of Directors for consideration. The SJPC's evaluation process is designed to identify the vendor that provides the most advantageous solution to the SJPC by including an evaluation of each vendor's technical capabilities, past performance, and overall cost of the proposal to the SJPC.

In order to be considered, Three (3) hard copies of the Proposal must be received by the SJPC in a sealed envelope marked:

“THIS IS A SEALED PROPOSAL AND SHALL NOT BE OPENED AND READ UNTIL JUNE 7, 2022 AT 11:00 A.M. BY PATRICK BOYLE OR HIS DESIGNEE: SJPC 21-106: CATHODIC PROTECTION SYSTEM REPAIRS; and addressed to the South Jersey Port Corporation, Attention: PATRICK BOYLE, Senior Purchasing Agent, 101 Joseph A. Balzano Boulevard (formerly Beckett Street), Camden, NJ 08103.

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

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

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

BID FORM

Having carefully examined the Drawings and Specifications, and any and all Addenda to the same, and having visited the site and examined all conditions affecting the work, the undersigned hereby offers to furnish all plant, labor, materials, supplies, equipment, other facilities and services necessary or proper for, or incidental to providing Cathodic Protection repair services at the Balzano and Broadway Terminals of the South Jersey Port Corporation based on the following Quantity Estimates, Lump Sums, and Unit Prices as submitted.

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 sums bid, whether, or not the line item or items shall specifically state the nature of the incidental work. The line item or items into 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 costs, markups, and other costs envisioned by the Bidder.

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.

CONSTRUCTION SERVICES

Part 1. Berth 5 at Broadway Terminal \$ _____

Part 2. Berth 4 at Broadway Terminal \$ _____

TOTAL LUMP SUM BID PRICE \$ _____

One-Year Tri-Monthly Inspection and System
Maintenance Total Lump Sum Price \$ _____

Estimated Time Required to Complete All Work in Calendar Days : _____ Days

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

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

We Acknowledge Receipt of the Following Addenda

a. ADDENDUM NO. _____ Dated: _____

a. ADDENDUM NO. _____ Dated: _____

b. ADDENDUM NO. _____ Dated: _____

If no addenda are received, indicate by writing or typing the word “NONE” in the space for first addenda.

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

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

Total Bid Price

\$ _____

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

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 (NJIIIS) 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

6

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



South Jersey Port Corporation Application for TWIC Escort Sponsorship

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

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

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

Sponsoring Company Information

Company Name: _____

Contact Person: _____

Contact Person Title: _____

Address: _____

City, State, Zip: _____

Work Phone: _____

Mobile Phone: _____

Email Address: _____

Fax: _____

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

Nominated Employee Information

Full Name (First, Middle, Last): _____

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

Address: _____

City, State, Zip: _____

Work Phone: _____

Mobile Phone: _____

Email Address: _____

Fax: _____

Date Employed by Nominated Employer: _____

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

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

Submitted by:

Full Name (First, Middle, Last): _____

Title: _____

Date Submitted: _____

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

Signature

Name Printed

Date

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

Signature

Name Printed

Date

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

Signature

Name (Printed)

Date

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

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

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

Or send via email as an attached PDF file to:

coleary@southjerseyport.com kgreenjack@southjerseyport.com

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



**CERTIFICATION OF NON-INVOLVEMENT IN PROHIBITED ACTIVITIES
IN RUSSIA OR BELARUS PURSUANT TO P.L.2022, c.3**

CONTRACT / BID SOLICITATION TITLE _____

CONTRACT / BID SOLICITATION No. _____

CHECK THE APPROPRIATE BOX

I, the undersigned, am authorized by the person or entity seeking to enter into or renew the contract identified above, to certify that the Vendor/Bidder is not engaged in prohibited activities in Russia or Belarus as such term is defined in [P.L.2022, c.3](#),¹ section 1.e, except as permitted by federal law.

I understand that if this statement is willfully false, I may be subject to penalty, as set forth in P.L.2022, c.3, section 1.d.

OR

I, the undersigned am unable to certify above because the person or entity seeking to enter into or renew the contract identified above, or one of its parents, subsidiaries, or affiliates may have engaged in prohibited activities in Russia or Belarus. A detailed, accurate and precise description of the activities is provided below.

Failure to provide such description will result in the Quote being rendered as non-responsive, and the Department/Division will not be permitted to contract with such person or entity, and if a Quote is accepted or contract is entered into without delivery of the certification, appropriate penalties, fines and/or sanctions will be assessed as provided by law.

Description of Prohibited Activity

Attach Additional Sheets If Necessary.

If you certify that the bidder is engaged in activities prohibited by P.L. 2022, c. 3, the bidder shall have 90 days to cease engaging in any prohibited activities and on or before the 90th day after this certification, shall provide an updated certification. If the bidder does not provide the updated certification or at that time cannot certify on behalf of the entity that it is not engaged in prohibited activities, the State shall not award the business entity any contracts, renew any contracts, and shall be required to terminate any contract(s) the business entity holds with the State that were issued on or after the effective date of P.L. 2022, c. 3.

Signature of Authorized Representative

Date

Print Name and Title of Authorized Representative

Vendor Name

¹ Engaged in prohibited activities in Russia or Belarus” means (1) companies in which the Government of Russia or Belarus has any direct equity share; (2) having any business operations commencing after the effective date of this act that involve contracts with or the provision of goods or services to the Government of Russia or Belarus; (3) being headquartered in Russia or having its principal place of business in Russia or Belarus, or (4) supporting, assisting or facilitating the Government of Russia or Belarus in their campaigns to invade the sovereign country of Ukraine, either through in-kind support or for profit.