

# **REQUEST FOR QUOTATIONS**

# SPATIAL DATA DEVELOPMENT AND MAINTENANCE SERVICES UNDER NJ STATE CONTRACT T1841

SOUTH JERSEY PORT CORPORATION

2 Aquarium Drive, Suite 100

Camden, NJ 08103

Deadline: Thursday, May 18, 2023 at 3pm

## Scope of Work

### SEE ATTACHED SCOPE OF WORK

### **Site Security**

The Balzano and Broadway Marine Terminals in Camden, New Jersey are secure facilities regulated by the United States Coast Guard. All workers are required to have a federally issued Transportation Worker Identity Card (TWIC) to enter the site, or arrange in advance for an Escort.

### Questions

Questions about this RFQ must be submitted in writing. Please submit your questions to Patrick Boyle, Purchasing Manager via e-mail at <a href="mailto:pboyle@southjerseyport.com">pboyle@southjerseyport.com</a> by 5pm on May 5, 2023.

### **Submittal Contact Information**

The length of the quotation period will be from April 21, 2023—May 18, 2023. Please submit your quotation to Patrick Boyle, Purchasing Manager via e-mail at <a href="mailto:pboyle@southjerseyport.com">pboyle@southjerseyport.com</a> by 3:00pm on May 18, 2023.

## **Prevailing Wage**

Not applicable. All work shall be in accordance with the provisions of the Geographic Information Services (GIS) Blanket P.O. T18541.

### **INSURANCE REQUIREMENTS**

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 by the client 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 Deductible/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 Deductible/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 and Waiver of Rights of Subrogation requirements specified herein shall be provided within the SIR amount(s).

- c) All insurance required herein, with the exception of the Cyber/Privacy Liability & Professional Liability Insurance, shall be written on an "occurrence" basis and not a "claims-made" basis. For Professional Liability "claims-made" coverage must include:
  - 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 (3) 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. 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, at least ten (10) 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.

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.

Certificates of Insurance shall be provided to:

Patrick Boyle, Purchasing Manager
South Jersey Port Corporation
2 Aquarium Dr., Suite 100
Camden, NJ 08103
pboyle@southjerseyport.com

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.

Upon SJPC's written request to broker (with a copy of such request to Contractor), Contractor hereby agrees and authorizes Contractor's insurance broker to provide directly to the SJPC a full and complete copy of all policies of insurance to which SJPC is named as an Additional Insured pursuant to this exhibit, including all endorsements, exclusions and addendums.

f) Additional Insured: All liability policies (except Workers' Compensation and Professional Liability Policy, where applicable), shall include an endorsement naming the Indemnified Parties and following entities as Additional Insureds (collectively, the "Additional Insureds") as follows:

SJPC; and any other party whom SJPC is required by contract, permit, and/or agreement to name as Additional Insured are Additional Insureds on a primary and non-contributory basis for ongoing and completed operations. Each of the Additional Insured's respective directors, officers, partners, members, employees, agents and representatives shall also be afforded coverage as Additional Insured.

Additional Insured coverage for the Commercial General Liability and Umbrella / Excess Liability policies must be provided for both ongoing operations and completed operations (using ISO Endorsements CG 20 10 04 13 and CG 20 37 04 13, or their equivalents) on a primary and non-contributory basis. Coverage should be provided for a period of three (3) 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.

If you are operating in a state that has implemented "Anti-Indemnity" Additional Insured Endorsements, you are required to provide the state specific additional insured endorsements for ongoing and completed operations. These states include but are not limited to: Montana, New Mexico, Kansas, Texas, Oklahoma, Georgia, Arizona, and Nebraska.

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: Contractor shall waive all rights of recovery against Owner/Client, SJPC and all Additional Insureds. All policies maintained by the Contractor shall include an endorsement waiving rights of recovery in favor of the Additional Insureds described above, as permitted by state law.

- h) A copy of these requirements must be provided by the Contractor to Subcontractors of every tier. Contractor shall require all Subcontractors to provide insurance that is compliant with the requirements of this exhibit at a minimum, as well as any additional coverage(s) the Contractor deems appropriate for its Subcontractors to maintain for the contracted work. Contractor is responsible for verifying its' Subcontractors compliance with these requirements.
- i) 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.
- j) The carrying of insurance described shall in no way be interpreted as relieving the Contractor of any responsibility or liability under the contract.
- k) 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. Any insurance coverages maintained by Contractor that exceed the minimum requirements in this Exhibit shall be applicable to the project.
- 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: \$1,000,000 Each Accident
Bodily Injury by Disease: \$1,000,000 Each Employee
Bodily Injury by Disease: \$1,000,000 Policy Limit

- c) USL&H, Maritime Liability, FELA, and DBA Coverage, if applicable.
- d) Includes coverage for sole proprietors, partners, members, or officers who will be performing the work.
- e) Where applicable, if the Contractor is lending or leasing its employees to SJPC for the work under this contract (e.g. crane rental with operator) or Contractor leases employees through other payroll, employee management firm, PEO or other company, it is the Contractor's responsibility to provide the Workers Compensation and Employer's Liability coverage and to have their policy endorsed with the proper Alternate Employer Endorsement in favor of SJPC.

### **Commercial General Liability:**

(3)

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 minimum limits:

> General Aggregate: \$2,000,000 (1)

**Products/Completed Operations** (2)

\$2.000,000 Aggregate: 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.
- No exclusions or limitations to or for the actual work being performed by or on behalf of d) the Contractor.
- e) No exclusions for residential construction with respect to the work to be completed by or on behalf of the Contractor.
- f) No exclusions or limitations pertaining to the location where the work is being performed.
- Amended definition at Occurrence (coverage for work done on your behalf by a g) Subcontractor).
- No sexual abuse or molestation exclusion. h)
- i) No assault and battery exclusion.
- No amendment to the definition of an "Insured Contract." j)
- k) No exclusions or limitations related to Exterior work or the Height of the work.
- I) No Third Party Action Over, New York Labor Law, or Gravity related exclusions or limitations.
- No exclusion for Bodily Injury to an insured's employee. m)
- n) No Subcontractor Warranty endorsements.
- o) The definition of an "Insured Contract" must be amended to provide coverage for all work on or within 50 feet of a railroad (CG 24 17 10 01), if applicable. A stand-alone Railroad Protective Liability policy may be required based on the scope of this project.
- If this Contract relates to snow removal, a snowplowing operations coverage p) endorsement (CG 22 92) shall be included to provide completed operations coverage.

### **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) Minimum 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.

### **Pollution Liability Insurance:**

(REQUIRED FOR GENERAL CONTRACTORS, CONSTRUCTION MANAGERS. AND ENVIORNMENTAL CONTRACTORS. REQUIRED FOR SUBCONTRACTORS IF DESIGNATED BY THE SUBCONTRACTOR'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, Lead, Polyfluoroalkyl Substances (PFAS).
- 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 3<sup>rd</sup> Party disposal facilities must be licensed and maintain pollution liability insurance of not less than \$2,000,000, if applicable.

### **Professional Liability Insurance:**

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.
- c) Coverage shall be extended to cover "Green Building," if applicable.

### Owned, Leased, Rented or Borrowed Equipment:

Contractor shall maintain Property Coverage for:

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

# **Privacy Liability**

Contractor shall maintain coverage for third party liability arising out of breach of privacy, inclusive of confidential and proprietary business information, HIPAA violations and other breaches of personally identifiable information and/or protected health information, which may arise from their work with this contract.

- a) Minimum Limits of Liability: \$2,000,000 Per Claim / \$2,000,000 Aggregate
- b) Privacy Breach Notification and Credit Monitoring: \$250,000 Per Occurrence

### **Additional Requirements**

- If awarded a contract, your company/form shall be required to comply with the requirements of N.J.S.A. 10:5-31, et seq, and N.J.A.C. 17:27-1.1, et seq.
- The successful proposer shall be required to enter a contract with the SJPC based upon its proposal and the RFQ (solicitation), whose form is provided by, and acceptable to, the SJPC.
- Prior to entry into a contract with your company/firm, the following may/shall be required to be provided, as applicable, to the South Jersey Port Corporation:
  - 1. W-9;
  - 2. New Jersey Business Registration Certificate;
  - 3. Chapter 51 compliance documentation;
  - 4. AA/EEO compliance documentation (Exhibit A and/or B as determined by SJPC), and,
  - 5. All other documents required by New Jersey statute or regulation from vendors contracting with a Public Agency.

Failure to provide any required documents, as requested, will preclude the entry by the South Jersey Port Corporation into a contract with your company/firm.



# **SOUTH JERSEY PORT CORPORATION**

# SPATIAL DATA DEVELOPMENT AND MAINTENANCE SERVICES UNDER NJ STATE CONTRACT T1841

# **BID FORM**

Tasks	SCHUs	Rate	Total
Create SJPC ArcGIS Online Website			
2. Base Mapping			
3. GIS Data Development			
4. Web Mapping Application / Dashboard Development			
5. Project Management			
TOTAL			

Basic Scope LUMP SUM Bid - \$		
In words:		
	<del></del>	
Company Name		
	Date	
Signature		
Print name of person authorized to sign	<del></del>	
Title		



# **SOUTH JERSEY PORT CORPORATION**

# SPATIAL DATA DEVELOPMENT AND MAINTENANCE SERVICES UNDER NJ STATE CONTRACT T1841

### **SCOPE OF WORK**

### Introduction

The South Jersey Port Corporation (SJPC) was created in 1968 to operate marine shipping terminals in the South Jersey Port District which consists of seven counties: Burlington, Camden, Gloucester, Salem, Cumberland, Mercer, and Cape May. The SJPC is a quasi-state agency, which reports through the Department of Treasury to the Governor of New Jersey.

The SJPC owns and operates the Joseph A. Balzano and Broadway Marine Terminals in the Port of Camden, the Salem Marine Terminal at the Port of Salem, and the Paulsboro Marine Terminal at the Port of Paulsboro.

The SJPC is seeking to engage the services of a qualified Vendor under the NJ State Contract T1841, category for Spatial Data Development and Maintenance Services, using the mini-bid process as described in the Method of Operation.

This project is limited to the two Camden Port terminals, Broad and Balzano (Exhibits A and B attached).

## **Task Descriptions**

#### 1. Create SJPC ArcGIS Online Website

The successful Vendor will create and brand the South Jersey Port Corporation's ArcGIS Online site.

ESRI software licensing fees will be paid directly by the SJPC to ESRI.

### 2. Base Mapping

The Vendor shall source a planimetric base map either from existing sources or obtain new imagery photo-rectified to produce the planimetric base map.

### 3. GIS Data Development

The Vendor shall add to and enhance the base map by developing GIS data layers that will be published to the ArcGIS Online website.

The Vendor will develop the layers for the two Camden facilities (Balzano Marine Terminal and Broadway Marine Terminal), and adjacent off-site surrounding areas.

The features created and their associated attributes will be limited to available data sources.

Data shall be developed from existing record drawings and include but not be limited to: Building footprints – enhanced with attributes from provided information.

Linear features – fences, railways, etc.

Utility assets – transformers, utility poles, hydrants, inlets, manholes, outfalls, etc. Areas of interest – berths, cargo storage areas, etc.

#### Other datasets:

Existing parcels with associated MODIV information within 1,000 feet of both properties 1 ft contours – created from available LIDAR data

### 4. Web Mapping Application / Dashboard Development

The Vendor will load the data layers developed in step 3 into an ArcGIS Online Web Mapping Application with an ArcGIS Dashboard which will allow searching and querying of the data. The web app shall be suitable for use in a desktop web browser or on connected mobile devices.

#### **Proposal Format**

- 1. Cover letter
- 2. Firm experience with similar projects
- 3. Staff resumes to be assigned to the project
- 4. Project understanding
- 5. A detailed scope of work
- 6. List of all project deliverables
- 7. A schedule and completion date
- 8. A firm fixed price

# **Proposal Budget**

Complete the Bid Form in the RFP using the anticipated number of State Contract Hourly Units and all-inclusive hourly rates for each task, resulting in a firm fixed fee.

The SJPC shall choose the Vendor that best meets its needs based on price and other factors.

## Term

The term of this project will begin upon award and continue coincident with the term of the Blanket P.O. under NJ State Contract T1841 through June 18, 2023. This contract may be extended up to two (2) years beyond that with no single extension exceeding one (1) year, at the option of the SJPC Board of Directors.