



# **REQUEST FOR PROPOSALS**

## **SJPC 23-69-GC GENERAL LEGAL COUNSEL**

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

**Proposal Due Date: November 1, 2023 at 9:00am**

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## **ADVERTISEMENT FOR PROPOSALS**

### **SOUTH JERSEY PORT CORPORATION REQUEST FOR SEALED PROPOSALS FOR SJPC-23-69 PROFESSIONAL SERVICES**

Notice is hereby given that sealed proposals for **Professional Services**, will be received by the South Jersey Port Corporation (hereinafter "SJPC"). Five (5) original sealed copies of each firm's proposal shall be submitted to Patrick Boyle, Purchasing Manager, at South Jersey Port Corporation, 2 Aquarium Drive, Suite 100, Camden, NJ 08103.

Sealed proposals for the following professional services will be accepted, opened, and recorded per the below schedule:

- Bond Counsel: October 31, 2023 at 9:00am
- General Health and Insurance Broker: October 31, 2023 at 10:00am
- Labor Counsel: October 31, 2023 at 2:00pm
- General Legal Counsel: November 1, 2023 at 9:00am
- Conflict Counsel: November 1, 2023 at 9:00am
- Maritime Counsel: November 1, 2023 at 10:00am
- Grant Administration: November 1, 2023 at 1:00pm
- Auditing Services: November 2, 2023 at 9:00am
- Marketing Consultant: November 2, 2023 at 10:00am
- Financial Advisor: November 2, 2023 at 11:00am

Each submission to be considered shall comply with the criteria set forth in the proposal packets. The proposal packets may be obtained from SJPC at <http://www.southjerseyport.com> or upon request to: South Jersey Port Corporation, Attention: Patrick Boyle, Purchasing Manager, 2 Aquarium Drive, Suite 100, Camden, NJ 08103, [pboyle@southjerseyport.com](mailto: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.

## **STATEMENT OF RIGHTS**

The SJPC reserves, holds, and may at its sole discretion, exercise the following rights and options with respect to this Request for Proposals ("RFP").

1. To select and enter into an agreement with the Proposer based upon experience,

qualifications, approach, and other factors specified herein, for the purchase of professional services shall be awarded to the lowest responsible bidder that submits a responsive bid.

2. To reject any and/or all proposals.
3. To issue additional subsequent solicitations for proposals and/or amendments to the RFP.
4. To conduct investigations with respect to the qualifications of each Proposer.
5. To negotiate with Proposers for amendments or other modifications to their proposals.
6. To modify dates.
7. To enter into agreements (or to not enter into an agreement for any) of the services contemplated by the proposal submitted.
8. All proposals prepared in response to this RFP are at the sole expense of the Proposer, and with the express understanding that there will be no claim, whatsoever, for reimbursement from the SJPC for the expense of preparation.
9. The Open Public Records Act mandates public access to government records. However, proposals submitted in response to this RFP may contain technical, financial, or other data whose public disclosure could cause substantial injury to a Proposer's competitive position or constitute a trade secret. To protect these data from disclosure under the Open Public Records Act, the Proposer should specifically identify the pages of the proposal that contain such information, by properly marking the applicable pages and inserting the following notice in the front of its proposal.

## **PROPRIETARY INFORMATION**

Proposers are allowed to identify proprietary information and specifically request that such information be used for evaluation purposes only. Proposer should include a statement in their responses that the data on specific pages of their proposal identified by an asterisk (\*) contains technical or financial information, which are trade secrets, or information for which disclosure would result in substantial injury to the Proposer's competitive position.

The Proposer by identifying and requesting that such data be used only for the evaluation of the proposal, understands that the disclosure will be limited to the extent SJPC considers proper under the State of New Jersey Open Public Records Act ("OPRA"). If an agreement is entered into with the Proposer, SJPC shall have the right to use or disclose the data as provided in the agreement, unless otherwise obligated by law.

The SJPC does not assume any responsibility for disclosure or use of marked data for any purpose. In the event that properly marked data is requested, pursuant to the OPRA, the Proposer will be advised of the request, and may expeditiously submit to the SJPC a detailed statement indicating the reasons it has for believing that the information is exempt from disclosure under the law. This statement will be used by the SJPC in making its determination as to whether disclosure is proper under the law.

The SJPC has diligently prepared this RFP and has presented all known, pertinent data as accurately and as completely as possible. This data is provided for general information purposes only. The SJPC does not guarantee or warrant the correctness of this information; moreover, the SJPC accepts no responsibility for any omissions or deletions of information relating to this Request for Proposals.

## **DISCLAIMER**

The contents and information provided in this RFP are meant to provide general information to interested parties, and in no way reflects the adherence of the South Jersey Port Corporation to any public bidding requirements. The successful Proposer shall be required to execute an agreement with SJPC that will govern the rights, duties and obligations between SJPC and the successful Proposer.

Accordingly, the terms set forth within this RFP does not constitute any contract between SJPC and the successful proposer. Moreover, SJPC accepts no responsibility for any omissions or deletions relating to this RFP; however, the successful proposal will become part of the entire agreement.

## **1.0 INFORMATION FOR PROPOSERS**

### **BACKGROUND, PURPOSE, AND INTENT:**

The 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 at 2 Aquarium Dr., Suite 100 and port operations at the Balzano Marine Terminal and the Broadway Terminal in Camden, New Jersey. The agency also has facilities in Salem and Paulsboro. SJPC is grantee of Foreign Trade Zone #142. Additional information may be found by visiting <http://www.southjerseyport.com>

It is the intent of the SJPC to award a contract to the responsive Proposer whose proposal conforms to the specifications in the RFP and provides the greatest benefit to the SJPC, when all factors are considered.

The Proposer responding to this RFP should have extensive experience and a knowledgeable background and qualifications in the provision of the services described herein.

### **TERM OF CONTRACT**

Following a determination of award by the SJPC, an agreement will be entered into with the successful proposer(s). The contract between the successful proposer and the South Jersey Port Corporation will be for one year with two (2) additional one-year renewal options.

### **SUBMISSION OF PROPOSALS**

Proposals submitted in response to this RFP must be of sufficient detail to allow the SJPC to evaluate the Proposer's experience and qualifications, technical and customer service approach and cost. Information provided must relate to this specific project.

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.

In order to be considered, five (5) hard copies of the proposal must be submitted in a sealed envelope bearing on the outside the name and address of the proposer and the following statement:

“THIS IS A SEALED BID PROPOSAL AND SHALL NOT BE OPENED AND READ UNTIL NOVEMBER 1, 2023 AT 9:00 AM. BY PATRICK BOYLE OR HIS DESIGNEE: **SJPC 23-69-GC**”

Bid proposals may be mailed or hand delivered to the SJPC and shall be addressed to the attention of:

SOUTH JERSEY PORT CORPORATION  
c/o Patrick Boyle, Purchasing Manager  
2 Aquarium Drive, Suite 100  
Camden, New Jersey 08103

SJPC will not assume responsibility for proposals not delivered in person to the above address.

**In addition to the requested hard copies, please submit an electronic version of your proposal in a pdf format on a USB drive.**

All proposals must be received by November 1, 2023 at 9:00am. No proposal will be accepted after the specified time.

The sealed proposals will be opened and recorded at SJPC’s Corporate Offices at 2 Aquarium Drive, Suite 100, Camden, NJ 08103. Once proposals have been opened, they shall remain firm for a period of ninety (90) calendar days.

All prices and amounts must be written in in ink or machine printed. Proposals containing any conditions, omissions, unexplained erasures or alteration, items not called for in the bid proposal form, attachment of additive information not required by the specifications or irregularities of any kind, may be rejected by SJPC. Any changes, white-outs, strikeouts, etc., in the proposal must be initialed in ink by the person signing the proposal.

Each bid proposal form must give the full business address, business phone number, fax number, e-mail address, and contact person of the bidder, and must be signed by an authorized representative as follows:

- Proposals by partnerships must furnish the full name of all partners and must be signed in the partnership name by one of the members of the partnership or by an authorized representative, followed by the signature and designation of the person signing.
- Proposals by corporations must be signed in the legal name of the corporation, followed by the name of the State in which incorporated and must contain the signature and designation of the president, secretary or other person authorized to bind the corporation in the matter.
- Proposals by sole-proprietorship shall be signed by the proprietor.
- When requested, satisfactory evidence of the authority of the officer signing shall be furnished.

Proposer(s) should be aware of the following statutes that represent “Truth in Contracting” laws:

- N.J.S.A. 2C:21-34 et seq. governs false claims and representations by bidders. It is a serious crime for the bidder to knowingly submit a false claim and/or knowingly make a material misrepresentation.
- N.J.S.A. 2C:27-10 provides that a person commits a crime if said person offers a benefit to a public servant for an official act performed or to be performed by a public servant, which is a violation of official duty.
- N.J.S.A. 2C:27-11 provides that a bidder commits a crime if said person, directly or indirectly, confers or agrees to confer any benefit allowed by law to a public servant.
- Proposer(s) should consult the statutes or legal counsel for further information.

Proposer(s) are expected to examine the proposal specifications and all related proposal documents with care and observe all their requirements. Ambiguities, errors, or omissions noted by Proposer(s) should be promptly reported in writing to the appropriate official. Any prospective Proposer who wishes to challenge a proposal specification shall file such challenges in writing with SJPC no less than three (3) business days prior to the opening of the proposals. Challenges filed after that time shall not be considered and have no impact on SJPC or the award of the contract. In the event the Proposer fails to notify SJPC of such ambiguities, errors, or omissions, the Proposer shall be bound by the requirements of the specifications and the Proposer's submitted proposal.

### **QUESTIONS OR REQUESTS FOR CLARIFICATION**

All questions about the meaning or intent of the RFP documents, including these instructions or the specifications, shall be submitted in writing to the SJPC's Purchasing Manager. Any questions or requests for clarification are to be emailed to [pboyle@southjerseyport.com](mailto:pboyle@southjerseyport.com).

**\*\*When submitting a question or request for clarification, the subject line of the email MUST contain the word "Question" followed by the title of the RFP.\*\***

Questions must be received no later than 4pm on Wednesday, October 18<sup>th</sup>. Questions received after this date and time may not be answered. Only questions answered by formal written addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.

### **ISSUANCE OF ADDENDA**

Responses to all questions of substantive nature will be answered in the form of an addendum. The SJPC shall be the sole judge of the question viability. Any informal explanation, clarification, or interpretation will not bind SJPC, oral or written, by whoever made, that is not incorporated into an addendum.

Notice of Addenda will be issued through the SJPC website at: [www.southjerseyport.com/bids](http://www.southjerseyport.com/bids). It is the sole responsibility of the Proposer to be knowledgeable of all addenda related to this procurement. The Proposer must complete the "Acknowledgement of Receipt of Addenda" form, which is included in this solicitation as a required document. Failure to acknowledge receipt of all addenda may render a proposal as non-responsive.

A Proposer's failure to request a clarification, interpretation, correction or amendment will preclude such Proposer from, thereafter, claiming any ambiguity, inconsistency or error.

## INTERPRETATIONS OR CORRECTIONS BINDING

Only questions answered by formal written addenda will be binding and prospective Proposers are warned that no officer, agent, or other employee of the SJPC or its representatives is authorized to give verbal information concerning, explaining or interpreting the RFP.

## EQUAL OPPORTUNITY REQUIREMENTS

### 1. Affirmative Action

Proposers shall be required to comply with all applicable affirmative action and equal employment opportunity laws, orders, rules and regulations including, but not limited to N.J.S.A. 10:5-31 et seq., N.J.A.C. 17:27 (See Exhibit A). The successful proposer shall be required to submit the applicable Affirmative Action form as described in Exhibit A within seven (7) days after receipt of the SJPC's intent to award a contract.

### 2. Small Business Participation

#### *Policy Statement of the South Jersey Port Corporation*

In accordance with Executive Order No. 84 signed by Governor James J. Florio on March 5, 1993 and Executive Order No. 71 signed by Governor James E. McGreevey on October 2, 2003, it is the policy of the SJPC that Small Business Enterprises ("SBE"), as determined and defined by the Department of the Treasury, Division of Revenue and Enterprise Services ("Division of Revenue") in N.J.A.C. 17:13 et seq., have the opportunity to compete for and participate in the performance of contracts to the purchase of goods and services and for construction services required by the SJPC. The SJPC further requires that its contractors shall agree to take all necessary and responsible steps, in accordance with the aforementioned regulations, to ensure that SBE's have these opportunities.

It is the policy of the SJPC that small businesses (each a "small business enterprise" or "SBE"), as determined and defined by the New Jersey Department of the Treasury, Division of Purchase and Property, Contract Compliance and Audit Unit, EEO Monitoring Program ("EEO Monitoring Program") in N.J.A.C. 17:27 et seq. or other application regulation, should have the opportunity to participate in SJPC contracts.

To the extent the Proposer engages subcontractors or sub-consultants to perform Services for the SJPC pursuant to the contract, the Proposer must demonstrate to the SJPC's satisfaction that a **good faith effort** was made to utilize subcontractors and sub-consultants who are **registered with the EEO Monitoring Program as SBEs**.

Furthermore, Proposers and subcontractors shall be evaluated by the EEO Monitoring Program, based on its attainment of the Participation Goals set forth



in N.J.A.C. 17:27-5.2

Please refer to the following link for current applicable procurement target(s) guidelines set forth by the NJ Department of Treasury:

[https://www.state.nj.us/treasury/contract\\_compliance/](https://www.state.nj.us/treasury/contract_compliance/)

**Evidence of a “good faith effort” includes, but is not limited to:**

1. Whether the vendor has agreed to make a good faith effort to adhere to targeted minority and women employment goals;
2. Whether the vendor has met or documented that it has made a good faith effort to meet targeted employment goals;
3. Whether the vendor has adopted an Equal Employment Opportunity (EEO) Policy;
4. Whether the vendor has posted an EEO Policy on the job site bulletin board;
5. Whether the vendor has disseminated the EEO Policy to its workers through various means including company meetings, preconstruction job meetings, written notices, etc.;
6. Whether the vendor has posted Federal, or State issued EEO posters on the job site bulletin board;
7. Whether the vendor has identified an EEO Officer and established job duties in writing for such position;
8. Whether the vendor has developed a basic complaint procedure;
9. Whether the vendor has knowledge of and has considered the general availability of minorities and women having requisite skills in the immediate labor area;
10. Whether the vendor has knowledge of and has considered the percentage of minorities and women in the total workforce in the immediate labor area;
11. Whether, when the opportunity has presented itself, the vendor has considered promoting minority and women employees within its organization;
12. Whether the vendor attempted to hire minorities and women based upon the anticipated expansion, contraction and turnover of its workforce;
13. Whether the vendor has the ability to consider undertaking training as a means of making all job classifications available to minorities and women and whether it has done so;
14. Whether the vendor has utilized the available recruitment resources to attract minorities and women with requisite skills, including, but not limited to, public and private training institutions, job placement services, referral agencies, newspapers, trade papers, faith-based organizations, and community-based organizations;
15. Whether the vendor has requested qualified minorities and women from a labor union with whom it has an exclusive hiring or referral arrangement;
16. Whether the vendor has actively recruited beyond the traditional sources to attract minority and women applicants;
17. Whether the vendor has reviewed all personnel actions to ensure actions are taken in compliance with the company's EEO policy; and
18. Whether the vendor or subcontractor has retained records of employment and personnel actions and payroll records for a three year-period from the date of the contract or project closing

The successful Proposer agrees to make a good faith effort to award at least 25% of the contract to subcontractors registered by the Division of Revenue as a SBE. Subcontracting goals are not applicable if the prime contractor is a registered Small Business Enterprise (SBE) firm.

### **PROPOSER RESPONSIBILITY**

The Proposer assumes the sole responsibility for the complete effort required in submitting a proposal in response to this RFP. No special consideration will be given after proposals are opened because of a Proposer's failure to be knowledgeable as to all of the requirements of this RFP. The SJPC assumes no responsibility and bears no liability for cost incurred by a Proposer in the preparation and submittal of a proposal in response to this RFP.

### **REVIEW OF PROPOSALS**

The SJPC, in accordance with law, reserves the right to reject any and all proposals received in response to this RFP, when determined to be in the SJPC's best interest, and to waive minor noncompliance in a proposal. The SJPC further reserves the right to make such investigations as it deems necessary as to the qualifications of any and all proposers submitting proposals in response to this RFP. In the event that all proposals are rejected or if the SJPC, at any time, deems the number of qualified proposers receiving designations as the result of this RFP to be insufficient to meet the potential needs of the SJPC, or for any other reason, the SJPC reserves the right to re-solicit proposals. The SJPC shall not be deemed obligated at any time to award any contract to any Proposer.

### **CONTENTS OF PROPOSAL**

Subsequent to proposal opening, all information submitted by Proposer(s) in response to this solicitation is considered public information, except as may be exempted from public disclosure by the Open Public Records Act, N.J.S.A. 47:1A-1 et seq., and the common law.

A Proposer may designate specific information as not subject to disclosure when the Proposer has a good faith legal/factual basis for such assertion. The SJPC reserves the right to make the determination concerning such assertion and will advise the Proposer accordingly. The location in the proposal of any such designation should be clearly stated in a cover letter. **THE SJPC WILL NOT HONOR ANY ATTEMPT BY A PROPOSER EITHER TO DESIGNATE ITS ENTIRE PROPOSAL AS PROPRIETARY AND/OR TO CLAIM COPYRIGHT PROTECTION FOR ITS ENTIRE PROPOSAL.** All proposals, with the exception of information determined by the SJPC or the Court to be proprietary, are available for public inspection after the Notice of Intent to Award is issued to all Proposers. At such time, interested parties can make an appointment with the SJPC to inspect proposals received in response to this RFP.

### **SIGNATURES**

An officer authorized to make binding commitments for those Proposers making proposals shall sign each proposal.

### **INCURRING COSTS**

Neither the SJPC, nor its consultants, shall be liable for any costs incurred by any Proposers in the preparation of its proposal for the services requested by this RFP. The SJPC shall not be held liable for any activity or costs associated with the preparation or submission of the

proposal, proposal conference, oral presentation(s) or any other activity of any kind in regard to this RFP.

### **ACCEPTANCE OF PROPOSALS**

The SJPC intends to award a contract to the Proposer that the SJPC deems best satisfies the needs of the SJPC and its employees. The RFP does not in any manner or form commit the SJPC to award any contract. The contents of the proposal may become a contractual obligation if, in fact, the proposal is accepted, and a contract is entered into with the SJPC. The SJPC may award a contract solely on the basis of the proposal submitted without any additional negotiations. The SJPC shall reserve all rights to provide for additional negotiations if it deems in its best interests. Failure of the Proposer to adhere to and/or honor any or all of the obligations of the proposal may result in immediate cancellation of the award of the contract by the SJPC.

### **AWARD OF CONTRACT**

The SJPC will act to award a contract to the successful Proposer, or reject all proposals, within ninety (90) calendar days after receipt of the proposals unless a time extension is obtained by the SJPC in writing from the Proposer(s).

### **FINAL CONTRACT**

The contract entered into with the successful Proposer shall be a contract that shall be satisfactory in form to the SJPC in accordance with the laws of the State of New Jersey. It is understood that the contract shall be awarded on the basis of a contract for services or goods within the intent of the statutes and laws of the State of New Jersey.

### **DISSEMINATION OF INFORMATION**

Information included in this document or in any way associated with this RFP is intended for use only for the Proposer and the SJPC and is to remain the property of the SJPC. Under no circumstances shall any of said information be published, copied or used, except in replying to this RFP.

### **ECONOMY OF PREPARATION**

Proposals should be prepared simply and economically, providing straightforward, concise description of the Proposer's capabilities to satisfy the requirements of the RFP. Emphasis should be on completeness and clarity of content.

### **ORAL PRESENTATION**

Proposers that submit a proposal in response to this RFP may be required to give an oral presentation of their proposal to staff and members of the SJPC. This will provide an opportunity for the Proposer to clarify or elaborate on their proposal. The SJPC will schedule the time and location of these presentations and notify Proposers accordingly. Requests for oral presentations will not represent any commitment on the part of the SJPC and should not be construed as intent to award.

### **REVISIONS TO THE REQUEST FOR PROPOSAL**

In the event it becomes necessary for the SJPC to revise any part of the RFP, revisions will be made available in the form of an Addendum and will be issued through the SJPC's website at [www.southjerseyport.com/bids](http://www.southjerseyport.com/bids). It is the sole responsibility of the Proposer to be knowledgeable of all addenda related to this procurement. If revisions are necessary after conducting the oral presentations, such revisions will only be provided to those Proposers

participating in the oral presentations.

### **MODIFICATION OR WITHDRAWAL OF A PROPOSAL**

Proposals may be withdrawn at any time prior to the time specified for the receipt of proposals by notifying the SJPC Purchasing Manager in writing of such a withdrawal. The withdrawal of a proposal does not prejudice the right of the Proposer to file a new proposal prior to the date and time for the submission of proposals.

### **PRIME CONTRACTOR RESPONSIBILITIES**

The selected Proposer will be required to assume sole responsibility for the complete effort as required by these specifications. The SJPC will consider the selected Proposer to be the sole point of contact with regard to contractual matters. SJPC is only responsible for paying Prime Contractor.

### **ASSIGNMENT**

The Proposer selected is prohibited from assigning, transferring, conveying, subletting or otherwise disposing of this agreement or its rights, title or interest therein or its power to execute such agreement to any other person, company or corporation without the express written consent of the SJPC.

### **TERMINATION OF CONTRACT**

The SJPC reserves the right to terminate, without reason, a contract entered into as a result of this RFP, provided written notice is given to the Proposer in accordance with the termination provisions of the contract.

### **ACCOUNTING RECORDS**

The Proposer selected is required to maintain accounting records and other evidence pertaining to cost incurred on the program and to make records available to the SJPC at all reasonable times during the contract period, and for five (5) years from the date of the final payment under the contract, or as provided in the contract, whichever is longer.

### **JOINT VENTURES**

Proposals submitted by joint ventures will not be accepted.

### **CERTIFICATION OF NON-INVOLVEMENT IN PROHIBITED ACTIVITIES IN IRAN**

Pursuant to N.J.S.A. 52:32-58, the Proposer must certify that neither the Proposer, nor one of its parents, subsidiaries, and/or affiliates (as defined in N.J.S.A. 52:32-56(e)(3)), is listed on the Department of the Treasury's List of Persons or Entities Engaging in Prohibited Investment Activities in Iran and that neither is involved in any of the investment activities set forth in N.J.S.A. 52:32-56(f). If the Proposer is unable to so certify, the Proposer shall provide a detailed and precise description of such activities.

### **RIGHT TO AUDIT**

The successful Proposer shall keep and maintain proper and adequate books, records and accounts accurately reflecting all costs and amounts billed to the SJPC with regard to this RFP/Bid. The SJPC, its employees, officers, or representatives shall have the right upon written request and reasonable notice, to inspect and examine all books and records related to the successful Proposer's books and records specific to the proposal and agreement. Such records shall be retained by successful Proposer for at least five (5) years after termination of

the contract. In no event shall books and records be disposed of or destroyed prior to five (5) years or during any dispute or claim between the SJPC and the successful Proposer with regard to the RFP/Proposal/Agreement.

In accordance with the New Jersey Office of the State Comptroller (“OSC”) document retention policy N.J.A.C. 17:44-2.2, successful Proposer shall maintain all documentation related to products, transactions or services under the contract for a period of five (5) years from the date of final payment. Such records shall be made available to the New Jersey Office of the State Comptroller upon request.

## **SOURCE DISCLOSURE (SERVICES CONTRACTS)**

Pursuant to N.J.S.A. 52:34-13.2, all services performed under this contract shall be performed within the United States. Bidders are required to submit the Source Disclosure Form as part of their bid. If a service cannot be performed within the United States, the Proposer shall disclose on the Source Disclosure Form the description of services to be performed outside of the United States and the reason why the services cannot be performed within the United States. The SJPC will review the justification and, if the SJPC concludes that the services cannot be performed within the United States, may issue a waiver of this requirement.

## **INSURANCE REQUIREMENTS - PROFESSIONAL SERVICE CONTRACTS**

### **A. General Insurance Requirements**

1. The Professional Services shall not commence until the Professional Service Contractor has obtained, at their own expense, all of the insurance as required hereunder and such insurance has been approved by the South Jersey Port Corporation; nor shall the Professional Service Contractor allow any Subcontractor to commence work on any South Jersey Port Corporation projects until all insurance required of the Subcontractor has been so obtained and approved by the Contractor. Approval of insurance required of the Professional Service Contractor will be granted only after submission to the South Jersey Port Corporation, original certificates of insurance signed by authorized representatives of the insurers or, at the South Jersey Port Corporation request, certified copies of the required insurance policies.
2. The Professional Service Contractor shall require all Subcontractors to maintain during the term of the Contract commercial general liability insurance, business auto liability insurance, and workers compensation and employer's liability insurance at the same limits required of Professional Service Contractor.
3. All insurance policies required hereunder shall be endorsed to provide that the policy is not subject to cancellation and non-renewal until thirty (30) days prior written notice has been given to the Owner by the Professional Service Contractor, except in the case of non-payment of premium which is ten (10) days.
4. No acceptance and/or approval of any insurance by the South Jersey Port Corporation shall be construed as relieving or excusing the Professional Service Contractor (or the Professional Service Contractor's Surety, if applicable) from any liability or obligation

imposed upon either or both of them by provisions of this Contract.

5. Any deductibles or retention's of (\$5,000) or greater shall be disclosed by the Professional Service Contractor, and are subject to South Jersey Port Corporation's written approval. Any deductible or retention amounts elected by the Professional Service Contractor or imposed by the Professional Service Contractor's insurer(s) shall be the sole responsibility of the Professional Service Contractor.

6. All insurance shall be procured from insurers permitted to do business in the State of New Jersey and having an A.M. Best Rating of at least "A-, Class VIII".

7. 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 Professional Services 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.

8. Insurance provided to the South Jersey Port Corporation as specified herein, except Workers' Compensation and Professional Liability, shall be primary, and any other insurance, self-insurance, coverage or indemnity available to the Owner and Owner's shall be excess of and non-contributory with insurance provided.

9. South Jersey Port Corporation, its directors, officers, partners, members, employees, agents and representatives shall be named as additional insured on the General Liability, Automobile Liability and Umbrella Liability Policies on a primary and non-contributory basis.

10. The carrying of insurance described shall in no way be interpreted as relieving the Professional Service Contractor of any responsibility or liability under the contract.

11. Any type of insurance or any increase in limits of liability not described above which the Professional Service Contractor requires for its own protection or on account of statute shall be on its own expense.

## **B. Professional Service Contractor Liability Insurance Requirements**

The Professional Service Contractor shall purchase the following:

1. Commercial General Liability insurance for bodily injury, personal injury, and property damage including loss of use, with minimum limits of:

- \$1,000,000 each occurrence;
- \$1,000,000 personal and advertising injury;
- \$2,000,000 general aggregate; and
- \$1,000,000 products/completed operation aggregate.

This insurance shall include coverage for all of the following:

- General aggregate limit;
- Liability arising from premises and operations;
- Liability arising from the actions of independent contractors;

- Contractual liability including protection for the Professional Service Contractor from bodily injury and property damage claims arising out of liability assumed under this Contract.

2. Business auto liability insurance with a minimum limit of \$1,000,000 per accident and including coverage for all of the following:

- Liability arising out of the ownership, maintenance or use of any auto;
- Auto non-ownership and hired car coverage.

3. Workers' Compensation insurance with statutory benefits as required by any state or Federal law, including standard "other states" coverage; Employers Liability insurance with minimum limits of:

\$100,000 each accident for bodily injury by accident;  
\$100,000 each employee for bodily injury by disease; and  
\$500,000 policy limit for bodily injury by disease.

4. Professional Liability: Professional Service Contractors (such as, but not limited to Architects, Engineers, Attorneys, Physicians, and Risk Management Consultants) shall provide the South Jersey Port Corporation with a certificate of insurance evidencing Professional Liability and/or Malpractice Insurance with minimum limits of \$1,000,000 combined single limit.

5. Umbrella/Excess liability insurance to apply on a Following Form Basis of the Commercial General Liability, Automobile Liability and Employer's Liability Policies and with minimum limits of:

\$1,000,000 per occurrence;  
\$1,000,000 aggregate limit (where applicable)

### **Indemnification**

Proposer agrees to indemnify and hold harmless the SJPC, its respective directors, officers, and employees from and against any and all losses, claims, causes of action, damages, liabilities, obligations, penalties, judgements, awards, costs expenses and disbursements, including attorneys' fees and other legal expenses and costs, arising directly or indirectly from or in connection with, caused by, relating to, or based upon, any (i) any negligent, careless, reckless, or intentionally wrongful act or omission of the Proposer or Proposer's assistants, employees, contractors, servants or agents, (ii) a determination by a court or agency that the Proposer is not an independent contractor, (iii) any breach by the Proposer, or the Proposer's assistants, employees, contractors, servants or agents of the agreement, (iv) any willful misconduct or gross negligence by the Proposer or the Proposer's assistants, employees, contractors, servants or agents under the agreement, (v) any failure of the Proposer, or the Proposer's assistants, employees, contractors, servants or agents to perform the services in accordance with all applicable laws, rules and regulations; or, (vi) any act by Proposer or the Proposer's assistants, employees contractors, servants, or agents in connection with Proposer's engagement by SJPC that is outside the scope of Proposer's authority hereunder.

This provision shall survive and continue in full force and effect after the expiration or earlier termination of the agreement.

## **2.0 SCOPE OF SERVICES – GENERAL LEGAL COUNSEL**

### **1. Appointment of General Legal Counsel**

General Legal Counsel shall be appointed by the Board of Directors of SJPC by a majority vote at a quorum of its members and shall serve for a term of one (1) year with two (2) additional one-year renewal options and until their successor has been appointed and qualified. General Legal Counsel shall be an attorney-at-law of New Jersey. In lieu of appointing an individual attorney, the SJPC may appoint a firm of attorneys, all members of which shall be attorneys-at-law of New Jersey. General Legal Counsel shall execute a written contract with the SJPC and shall receive such compensation as agreed upon by SJPC.

### **2. Duties**

General Legal Counsel shall:

- A) Represent the SJPC in certain legal matters and shall advise and assist the Board of Directors and CEO, and all departments as required in the administration of SJPC business and operations.
- B) Attend meetings of the Board of Directors and give opinions and rulings of questions of law which may arise at Board meetings or at the request of a majority of the Board Members or the Executive Director and CEO.
- C) Prepare or approve legal instruments relating to the business of the SJPC.
- D) Represent the SJPC in litigation and conduct trials, appeals, and other proceedings affecting the interest of the SJPC as he/she may in his/her discretion determine to be necessary or desirable, subject to the approval of the Board of Directors.

### **3. Additional Duties**

General Legal Counsel shall also:

- A) Maintain records of all action suits, proceeding and matters, which relate to the SJPC's interest and report thereon as the Board of Directors or CEO may require.
- B) Have power to enter into any agreement, compromise, or settlement or any litigation in which the SJPC is involved, subject to the prior approval or ratification of the Board of Directors.
- C) Upon the termination of their service with the SJPC, forthwith surrender to their successor all SJPC property, paper, and records, together with written consent to substitute for their successor in any pending actions or proceedings.



#### **4. Special Counsel**

Whenever he or she deems that the interests of the SJPC, General Legal Counsel, may recommend to the Board of Directors the appointment of special counsel with the approval of the Board of Directors.

### **3.0 ADDITIONAL APPLICANT RESPONSIBILITIES**

#### **REQUIRED INSURANCE ACKNOWLEDGEMENT**

The Proposer shall complete the Required Insurance Acknowledgement and provide a Certificate of Insurance for coverage consistent with the section "Insurance Requirements" or a letter from their insurance company stating their ability to provide a Certificate of Insurance if awarded the contract.

#### **BID/PROPOSAL FORM**

Proposal Form must be complete, with all appropriate signatures and acknowledgement of addenda.

#### **SUBCONTRACTOR DECLARATION**

The Proposal shall complete a Subcontractor Declaration and submit with their proposal, a description of contract work they will not be performing with their organization, if any, as outlined in the Subcontractor Declaration.

#### **Q DOCUMENTS**

The Proposer shall, in response to the SJPC's RFP, also include the following documents.

1. Small Business Enterprise Questionnaire. The Proposer shall submit a completed form (Exhibit Q1).
2. Mandatory Equal Opportunity. The Proposer shall submit a completed form (Exhibit Q2).
3. Stockholder Disclosure Certificate. The Proposer shall submit a completed form (Exhibit Q4).
4. Non-Collusion Affidavit. The Proposer shall submit a completed form (Exhibit Q5).
5. Debarred List Affidavit. The Proposer shall submit a completed form (Exhibit Q6).
6. Intentionally omitted (Exhibit Q7).
7. Business Registration Certificate. The Proposer shall submit a completed form (Exhibit Q8).
8. Set-Off State Tax. The Proposer shall submit a completed form (Exhibit Q9).
9. Intentionally omitted (Exhibit Q10).
10. Source Disclosure Form. The Proposer shall submit a completed form (exhibit Q11).
11. Executive Order #189 Vendor Code of Ethics Affidavit. The Proposer shall submit a completed form (Exhibit Q12).
12. Intentionally omitted (Exhibit Q13).
13. Intentionally omitted (Exhibit Q14).
14. Intentionally omitted (Exhibit Q15).
15. Ownership Disclosure Form. The Proposer shall submit a completed form (Exhibit Q16).
16. Prevailing Wage Notification. The Proposer shall submit a completed form (Exhibit Q17).
17. Intentionally omitted (Exhibit Q18).
18. Intentionally omitted (Exhibit Q19).
19. Intentionally omitted (Exhibit Q20).

20. Disclosure/Certification of Investment Activities in Iran. The Proposer shall submit a completed form (Exhibit Q21).
21. NJ ELEC Affidavit. The Proposer shall submit a completed form (Exhibit Q22).
22. Intentionally omitted (Exhibit Q23).
23. Intentionally omitted (Exhibit Q24).
24. Diane Allen Act Acknowledgement. The Proposer shall submit a completed form (Exhibit Q25).
25. Intentionally omitted (Exhibit Q26).
26. Confidentiality and Commitment to Defend. The Proposer shall submit a completed form, if applicable. (Exhibit Q27).
27. Disclosure of Investigations and Other Actions Involving the Vendor Form. The Proposer shall submit a completed form, if applicable. (Exhibit Q28).
28. Macbride Principles Form. The Proposer shall submit a completed form, if applicable. (Exhibit Q29).

**Note: The SJPC reserves the right to negotiate fees with any or all Proposers meeting the evaluation criteria set forth herein. Negotiations will be conducted in accordance with the SJPC's Request for Proposals policy (This applies to services, including professional services only).**

#### **4.0 SELECTION PROCESS**

##### **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 Proposer's 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 Proposer's capabilities to satisfy the requirements of this RFP.

##### **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 Proposer's qualifications, experience, project approach, and methodology may also be considered when evaluating the responsibility of a Proposer and its proposal.

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 a particular Proposer 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.

#### **5.0 CONTRACT AWARD**

The final award will be based on consideration of all information provided as part of the proposal as well as any additional information gathered during the evaluation period, or which may be requested prior to the award.

Upon recommendation of award, the SJPC must seek approval of its governing board at a scheduled board meeting. A resolution must be passed by the Board that is subject to the Governor's veto period. Upon expiration of the veto period, the SJPC can then award a contract to the successful Proposer.

# PROPOSAL FORM – SJPC 23-69-GC GENERAL LEGAL COUNSEL

Having carefully examined the RFP Documents for this Project, 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 said Documents for the following Unit Price Costs, unless noted otherwise:

It is understood and agreed that any incidental work necessary to complete the Project in its entirety will be included in the line items, unit prices and lump sum cost, 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 Proposer. It is also understood and agreed that each line item of work in the Proposal shall include all supervision and personnel costs, markups, and other costs envisioned by the Proposer. In other words, all line-item prices shall be “all-inclusive”. Therefore, the unit prices to be entered on the Proposal Form are obtained by dividing the total cost to complete the line item by the quantity shown of the form. The total price shall be determined by adding all line-item costs for all Items under Base Price. This grand total Base Price shall constitute the Lump Sum Base 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 Proposer 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 Proposal, which will be rejected by the South Jersey Port Corporation (“SJPC”).

The Proposer agrees that this Proposal will be valid and binding for a period of ninety (90) days to allow the SJPC time to evaluate the complete Proposal to allow for the decision. The SJPC Director of Engineering will officially notify the successful Proposer of the acceptance of their Proposal 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 RFP Documents; for having fully examined the site of the work; and for having obtained all pertinent information affecting the work and/or project.

Proposer to provide a lump sum proposal in US dollars to supply all necessary design services, materials, labor, tools, consumables, transportation, water craft, cranes, supervision, PPE, all materials and material controls, and any temporary facilities as necessary to provide for the complete and functional scope of work to complete the project, as described.

# PROPOSAL FORM – SJPC 23-69-GC GENERAL LEGAL COUNSEL

We Acknowledge Receipt of the Following Addenda

1. ADDENDUM NO. \_\_\_\_\_ Dated: \_\_\_\_\_
2. ADDENDUM NO. \_\_\_\_\_ Dated: \_\_\_\_\_
3. ADDENDUM NO. \_\_\_\_\_ Dated: \_\_\_\_\_
4. ADDENDUM NO. \_\_\_\_\_ Dated: \_\_\_\_\_

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

**Proposer shall enclose a cost proposal of service(s) or activities per the Scope of Services section.**

Contractor: \_\_\_\_\_

Primary Contact Name: \_\_\_\_\_

Title: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Business Address: \_\_\_\_\_

\_\_\_\_\_

Phone No.: \_\_\_\_\_

**REQUIRED BID DOCUMENT SUBMISSION CHECKLIST**

	<b>GENERAL BID REQUIREMENTS</b>	<b>CHECKLIST</b>
	Bid Security	N/A
	Certificate of Surety/Consent of Surety	N/A
	Letter of Transmittal	<input type="checkbox"/>
	Required Insurance Acknowledgement	<input type="checkbox"/>
	Bid/Proposal Form	<input type="checkbox"/>
	Subcontractor Declaration	<input type="checkbox"/>

<b>EXHIBIT #</b>	<b>BID REQUIREMENTS - Q EXHIBITS</b>	<b>CHECKLIST</b>
Q1	Small Business Enterprise Questionnaire	<input type="checkbox"/>
Q2	Mandatory Equal Employment Opportunity "Exhibit A" Language (Goods/Service Contracts – if applicable)	<input type="checkbox"/>
Q3	Intentionally Omitted	N/A
Q4	Stockholder Disclosure Certification	<input type="checkbox"/>
Q5	Non-Collusion Affidavit	<input type="checkbox"/>
Q6	Debarred List Affidavit	<input type="checkbox"/>
Q7	Intentionally Omitted	N/A
Q8	Business Registration Certificate	<input type="checkbox"/>
Q9	Set-Off for State Tax	<input type="checkbox"/>
Q11	Source Disclosure Form	<input type="checkbox"/>
Q12	Executive Order #189 Vendor Code of Ethics Affidavit	<input type="checkbox"/>
Q13	Intentionally Omitted	N/A
Q14	Intentionally Omitted	N/A
Q15	Intentionally Omitted	N/A
Q16	Ownership Disclosure Form (formerly E.O. #134)	<input type="checkbox"/>
Q17	Intentionally Omitted	N/A
Q18	Intentionally Omitted	N/A
Q19	Intentionally Omitted	N/A
Q20	Intentionally Omitted	N/A
Q21	Disclosure/Certification of Investment Activities in Iran	<input type="checkbox"/>
Q22	NJ Election Law Enforcement Commission (Elec) Affidavit	<input type="checkbox"/>
Q24	Intentionally Omitted	N/A
Q25	Allen Act Acknowledgement	<input type="checkbox"/>
Q26	Intentionally Omitted	N/A
Q27	Confidentiality and Commitment to Defend	<input type="checkbox"/>
Q28	Disclosure of Investigations and Other Actions Involving the Vendor Form	<input type="checkbox"/>
Q29	Macbride Principles Form	<input type="checkbox"/>



# SOUTH JERSEY PORT CORPORATION

## GENERAL REQUIRED DOCUMENTS FOR BID AND PROPOSAL PROJECTS

**REQUIRED INSURANCE ACKNOWLEDGMENT**

**I acknowledge I have fully read and understand the insurance requirements as outlined in the Bid Specifications.**

**Furthermore, I have submitted a Certificate of Insurance or a letter from our company's insurance carrier stating their ability to provide a certificate of insurance if awarded a contract.**

\_\_\_\_\_  
(Name of Company)

\_\_\_\_\_  
(Signature of Representative)

\_\_\_\_\_  
(Date)



**SUBCONTRACTOR DECLARATION**

Each bidder shall set forth in the bid the names and addresses of the subcontractors being utilized for this project and their trade. Failure of the bidder to name said subcontractors will be cause for rejection of the bid.

Our company will **not** be utilizing subcontractors for this project.

Our company will be utilizing subcontractors for this project and have attached a separate sheet with their names, addresses, and trades.

\_\_\_\_\_  
(Name of Company)

\_\_\_\_\_  
(Signature of Representative)

\_\_\_\_\_  
(Date)



# SOUTH JERSEY PORT CORPORATION

Q EXHIBITS FOR BID AND PROPOSAL PROJECTS

**Small Business Enterprise Questionnaire**

**South Jersey Port Corporation**

**FOR INFORMATION PURPOSES**

New Jersey’s Small Business Set-Aside Program obligates the South Jersey Port Corporation to make 25% of all purchase for goods and services for small businesses. Firms classified as Small Business Enterprises must be registered with the New Jersey Business Action Center.

Registration instructions can be obtained by visiting the State’s website at:

[www.nj.gov/njbusiness/contracting/sbsa/](http://www.nj.gov/njbusiness/contracting/sbsa/) This is not a Set-Aside bid; however South Jersey Port Corporation requires completion of this form to allow the South Jersey Port Corporation to track its Set-Aside obligations are pursuant to Executive Order #71 of former Governor James E. McGreevey and Executive Order #34 of former Governor John S. Corzine.

The South Jersey Port Corporation requests the following:

Our firm is certified/registered with the State of New Jersey Set-Aside Program. Yes No  
(Circle One, attach a copy of the certification and enter certification number below)

Certification # \_\_\_\_\_

Check Here

SBE (Small Business Enterprise) \_\_\_\_\_

MBE (Minority Business Enterprise) \_\_\_\_\_

WBE (Woman Business Enterprise) \_\_\_\_\_

None of the Above \_\_\_\_\_

If yes, please provide Certification & Documentation of MBE & WBE.

NOTE: The South Jersey Port Corporation, being a body politic, is not subject to municipal, state, or federal taxes.

**REQUIRED AFFIRMATIVE ACTION EVIDENCE FOR PROCUREMENT  
PROFESSIONAL AND SERVICES CONTRACTS**

All successful vendors must submit one of the following with seven (7) days of the notice to intent to award:

- 1. A photocopy of their Federal Letter of Affirmative Action Plan Approval  
**Or**
- 2. A photocopy of their Certificate of Employee Information Report  
**Or**
- 3. A completed Affirmative Action Employee Information Report (AA302)

PLEASE COMPLETE THE FOLLOWING QUESTIONNAIRE AS PART OF THE BID PACKAGE IN THE EVENT THAT YOU OR YOUR FIRM IS AWARDED THIS CONTRACT

- 1. Our company has a Federal Letter of Affirmative Action Plan Approval  
Yes \_\_\_\_\_ No \_\_\_\_\_
- 2. Our company has a Certificate of Employee Information Report  
Yes \_\_\_\_\_ No \_\_\_\_\_
- 3. Our company has neither of the above. Please send Form AA302  
(AFFIRMATIVE ACTION EMPLOYEE INFORMATION REPORT)  
Check Here \_\_\_\_\_

**NOTE:** This form will be sent only if your company is awarded the bid,

I certify that the above information is correct to the best of my knowledge.

NAME \_\_\_\_\_  
(Please type or print)

SIGNATURE \_\_\_\_\_

TITLE \_\_\_\_\_

DATE \_\_\_\_\_

PHONE NUMBER \_\_\_\_\_

FAX NUMBER \_\_\_\_\_

## **EXHIBIT A**

### **MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE N.J.S.A. 10:5-31 et seq. (P.L.1975, c.127) N.J.A.C. 17:27 et seq.**

#### **GOODS, GENERAL SERVICES, AND PROFESSIONAL SERVICES CONTRACTS**

During the performance of this contract, the contractor agrees as follows:

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Except with respect to affectional or sexual orientation and gender identity or expression, the contractor will ensure that equal employment opportunity is afforded to such applicants in recruitment and employment, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Such equal employment opportunity shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause. The contractor or subcontractor, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex.

The contractor or subcontractor will send to each labor union, with which it has a collective bargaining agreement, a notice, to be provided by the agency contracting officer, advising the labor union of the contractor's commitments under this chapter and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et seq., as amended and supplemented from time to time and the Americans with Disabilities Act.

The contractor or subcontractor agrees to make good faith efforts to meet targeted county employment goals established in accordance with N.J.A.C. 17:27-5.2.

## EXHIBIT A (Cont.)

The contractor or subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, and labor unions, that it does not discriminate on the basis of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

The contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job related testing, as established by the statutes and court decisions of the State of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

In conforming with the targeted employment goals, the contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The contractor shall submit to the public agency, after notification of award but prior to execution of a goods and services contract, one of the following three documents:

Letter of Federal Affirmative Action Plan Approval;

Certificate of Employee Information Report; or

Employee Information Report Form AA-302 (electronically provided by the Division and distributed to the public agency through the Division's website at:

[http://www.state.nj.us/treasury/contract\\_compliance](http://www.state.nj.us/treasury/contract_compliance)

The contractor and its subcontractors shall furnish such reports or other documents to the Division of Purchase & Property, CCAU, EEO Monitoring Program as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Division of Purchase & Property, CCAU, EEO Monitoring Program for conducting a compliance investigation pursuant to N.J.A.C. 17:27-1.1 et seq.

Sample Certificate of Employee Information Report


Certification 111XX

**CERTIFICATE OF EMPLOYEE INFORMATION REPORT**

**INITIAL**

This is to certify that the contractor listed below has submitted an Employee Information Report pursuant to N.J.A.C. 17:27-1.1 et. seq. and the State Treasurer has approved said report. This approval will remain in effect for the period of 15-DEC-20XX to 15-DEC-20XX

**SAMPLE COMPANY, INC.**  
**33 WEST STATE STREET**  
**TRENTON, NJ 08625**

  
State Treasurer

**VOID**



**STATE OF NEW JERSEY**  
**DEPARTMENT OF THE TREASURY**  
Division of Purchase & Property, Contract Compliance Audit Unit  
EEO Monitoring Program

**DUPLICATE CERTIFICATE OF EMPLOYEE INFORMATION REPORT REQUEST**

**IMPORTANT-FAILURE TO PROPERLY COMPLETE THE ENTIRE FORM AND SUBMIT THE REQUIRED \$75.00 FEE (Non-Refundable) MAY DELAY ISSUANCE OF YOUR DUPLICATE CERTIFICATE OF EMPLOYEE INFORMATION REPORT.**

**SECTION A - COMPANY IDENTIFICATION**

<b>1. FID. NO. OR SOCIAL SECURITY</b>	<b>2. ASSIGNED CERTIFICATION NUMBER</b>	<b>ISSUE DATE</b>	<b>EXPIRATION DATE</b>
	<input type="text"/>	<input type="text"/>	<input type="text"/>

**3. COMPANY NAME**

<b>4. STREET</b>	<b>CITY</b>	<b>COUNTY</b>	<b>STATE</b>	<b>ZIP CODE</b>

**5. REASON FOR REQUEST OF DUPLICATE CERTIFICATE**

1. Lost Certificate    2. Damaged    3. Other (Specify)

**SECTION B - SIGNATURE AND IDENTIFICATION**

<b>6. NAME OF PERSON COMPLETING FORM (Print or Type)</b>	<b>SIGNATURE</b>	<b>TITLE</b>	<b>DATE</b> MO DAY YEAR

<b>7. ADDRESS NO. &amp; STREET</b>	<b>CITY</b>	<b>COUNTY</b>	<b>STATE</b>	<b>ZIP CODE</b>	<b>PHONE (AREA CODE, NO., EXTENSION)</b>

**I certify that the information on this Form is true and correct.**

**SECTION C - OFFICIAL USE ONLY**

<b>RECEIVED DATE:</b>		<b>DIVISION OF REVENUE DLN #:</b>	

**INSTRUCTIONS FOR COMPLETING DUPLICATE CERTIFICATE REQUEST**

- ITEM 1** - Enter the Federal Identification Number assigned by the Internal Revenue Service, or if a Federal Employer Identification Number has been applied for, or if your business is such that you have not or will not receive a Federal Employer Identification Number, enter the Social Security Number of the owner or of one partner, in the case of a partnership.
- ITEM 2** - Enter the Certificate Number that was assigned to your company along with the Issue Date and Expiration Date (If available).
- ITEM 3** - Enter the name by which the company is identified.
- ITEM 4** - Enter the physical location of the company. Include City, County, State and Zip Code.
- ITEM 5** - Enter the reason for requesting a Duplicate Certificate of Employee Information Report.
- ITEM 6** - Print or type the name of the person completing the form. Include the signature, title and date.
- ITEM 7** - Enter the physical location where the form is being completed. Include City, State, Zip Code and Phone Number.

**RETAIN A COPY OF THIS REQUEST FOR THE VENDOR'S OWN FILES AND FORWARD ONE COPY WITH A CHECK IN THE AMOUNT OF \$75.00 (Non-Refundable Fee) PAYABLE TO "THE TREASURER, STATE OF NEW JERSEY" TO:**

**NJ Department of the Treasury  
Division of Purchase & Property  
Contract Compliance Audit Unit  
EEO Monitoring Program  
PO Box 206**

**Trenton, New Jersey 08625-0206**

**Telephone No. (609) 292-5473**

**PLEASE ALLOW 15 BUSINESS DAYS FOR PROCESSING THE DUPLICATE CERTIFICATE**



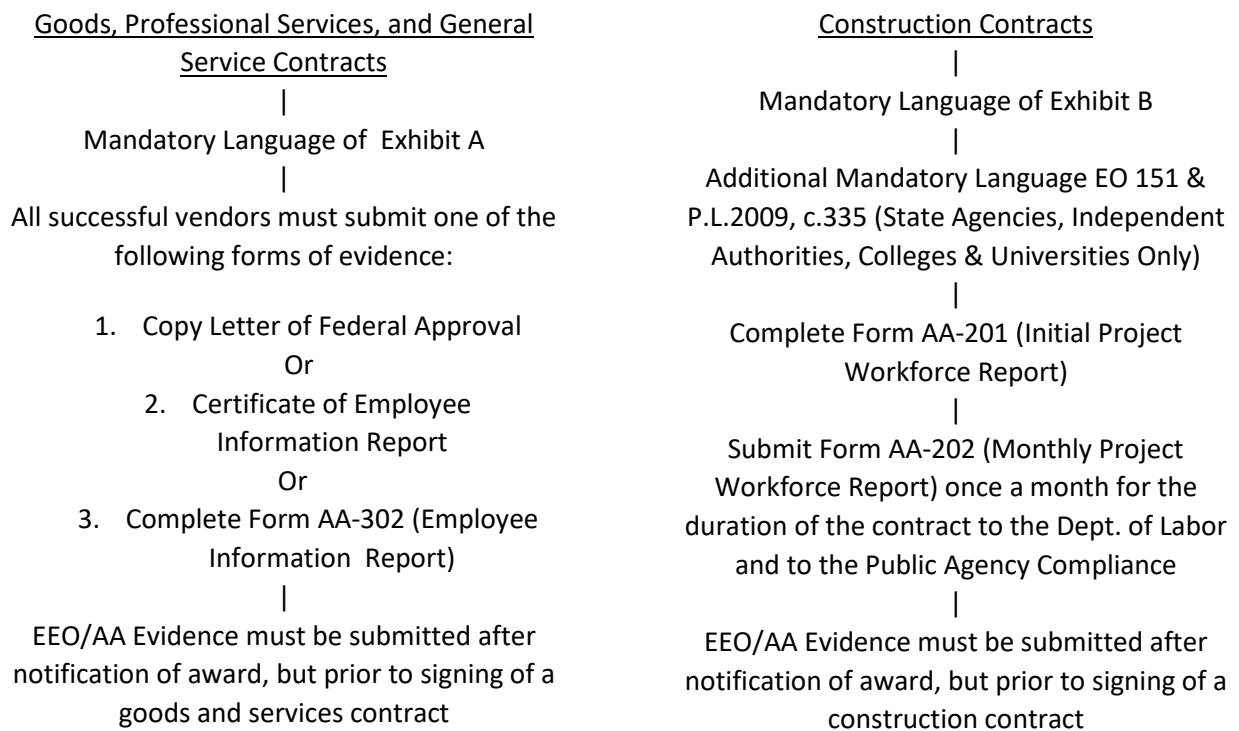
# PUBLIC CONTRACT EEO/AA COMPLIANCE PROCEDURES FLOW CHART

## EEO/AA Procedures in Awarding Public Contracts

### Public Agency

- Include Mandatory Language in advertisements for receipt of bids, solicitation and/or request for proposals.
  - Include appropriate Mandatory Language in contracts and bid specifications.
    - Obtain Required EEO/AA evidence from contractor or vendor.

### Vender



**STOCKHOLDER DISCLOSURE CERTIFICATION**

Q4

**Name of Business:**

I certify that the list below contains the names and home addresses of all stockholders holding 10% or more of the issued and outstanding stock of the undersigned.

**OR**

I certify that no one stockholder owns 10% or more of the issued and outstanding stock of the undersigned.

**Check the box that represents the type of business organization:**

Partnership

Corporation

Sole Proprietorship

Limited Partnership

Limited Liability Corporation

Limited Liability Partnership

Subchapter S Corporation

**Sign and notarize the form below, and, if necessary, complete the stockholder list below.**

Stockholders:

Name:	Name:
Home Address:	Home Address:
Name:	Name:
Home Address:	Home Address:
Name:	Name:
Home Address:	Home Address:

Subscribed and sworn before me this ___ day of _____, 20 __.	_____
(Notary Public)	(Affiant)
My Commission expires:	_____
	(Print name & title of affiant)
	(Corporate Seal)

**NON-COLLUSION AFFIDAVIT**

State of New Jersey

County of \_\_\_\_\_

SS:

I, \_\_\_\_\_ residing in \_\_\_\_\_  
(name of affiant) (name of municipality)

in the County of \_\_\_\_\_ and State of \_\_\_\_\_

of full age, being duly sworn according to law on my oath depose and say that:

I am \_\_\_\_\_ of the firm of \_\_\_\_\_  
(title or position) (name of firm)

the bidder making this Proposal for the bid entitled \_\_\_\_\_,  
(title of bid proposal)

and that I executed the said proposal with full authority to do so that said bidder has not, directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free, competitive bidding in connection with the above named project; and that all statements contained in said proposal and in this affidavit are true and correct, and made with full knowledge that South Jersey Port Corp. relies upon the truth of the statements contained in said Proposal and in the statements contained in this affidavit in awarding the contract for the said project.

I further warrant that no person or selling agency has been employed or retained to solicit or secure such contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except bona fide employees or bona fide established commercial or selling agencies maintained by \_\_\_\_\_.  
(name of firm)

Subscribed and sworn to

before me, this day

\_\_\_\_\_, 2 \_\_\_\_\_

\_\_\_\_\_

Signature

\_\_\_\_\_  
(Type or print name of affiant under signature)

\_\_\_\_\_  
Notary public of

My Commission expires \_\_\_\_\_

(Seal)

**STATE OF NEW JERSEY DEBARRED LIST AFFIDAVIT**

I, \_\_\_\_\_ of the City of \_\_\_\_\_ in the County of \_\_\_\_\_ and the State of \_\_\_\_\_ of full age, being duly sworn according to law on my oath depose that:

I am \_\_\_\_\_, an officer of the firm of Bid for the above named work, and that I executed the said Bid with full authority to do so; that said bidder at the time of making of this bid is not included on the State of New Jersey, Department of the Treasurer’s List of Debarred, Suspended and Disqualified Bidders and that all statements contained in said Bid and in this Affidavit are true and correct, and made with the full knowledge that the City relies upon the truth of the statements contained in said Bid and in statements contained in the Affidavit in awarding the contract for said work. The undersigned further warrants that should the name of the firm making this bid appear on the State Treasurer’s List of Debarred, Suspended and Disqualified Bidders at any time prior to, and during the life of this Contract, including the Guarantee Period, that the City shall be immediately so notified by the signatory of this Eligibility Affidavit.

The undersigned understands that the firm making the bid as a Contractor is subject to debarment, suspension and / or disqualification in contracting with the State of New Jersey and the Department of Environmental Protection if the Contractor, pursuant to N.J.A.C. 7:1-5.2, commits any of the acts listed therein, and as determined according to applicable law and regulation.

Name of Bidder (Type or Print): \_\_\_\_\_

Signature of Bidder: \_\_\_\_\_

Address of Bidder: \_\_\_\_\_

Name & Title of Affiant: \_\_\_\_\_

Signature of Affiant: \_\_\_\_\_

**Notarization Section**

Subscribed and Sworn before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Notary Public

(Seal)

## **BUSINESS REGISTRATION CERTIFICATE**

“Pursuant to the terms of N.J.S.A 52:32-44, all bidders/proposers are required to submit with their bid, proof of valid business registration issued by the Division of Revenue in the Department of Treasure. Failure to submit proof of registration is considered cause for mandatory rejection of bids (a non-waivable defect). No contract shall be entered into by the South Jersey Port Corporation unless the contractor first provides proof of valid business registration. In addition, the successful bidder/proposer is required to receive from any subcontractor it used for services under this contract, proof of valid business registration with an contract with the South Jersey Port Corporation unless the subcontractor first provides proof of valid business registration.”

If you are already registered go to <https://www.state.nj.us/treasury/revenue/busregcert.shtml> to obtain a copy of your Business Registration Certificate.

All question regarding this requirement should be referred to the Division of Revenues  
<https://www.state.nj.us/treasury/revenue/revgencode.shtml>

**\*\*\*PLEASE ATTACH COPY OF YOUR NJ BUSINESS  
REGISTRATION CERTIFICATE BELOW\*\*\***

## NOTICE TO ALL BIDDERS SET-OFF FOR STATE TAX

Please be advised that, pursuant to P.L. 1995, c.159, effective January 1, 1996, and notwithstanding any provision of the law to the contrary, whenever any taxpayer, partnership or S corporation under contract to provide goods or services or construction projects to the State of New Jersey or its agencies or instrumentalities, including the legislative and judicial branches of State government, is entitled to payment for those goods or services at the same time a taxpayer, partner or shareholder of that entity is indebted for any State tax, the Director of the Division of Taxation shall seek to set off that taxpayer's or shareholder's share of the payment due the taxpayer, partnership or S corporation. The amount set off shall not allow for the deduction of any expenses or other deductions which might be attributable to the taxpayer, partner, or shareholder subject to set-off under this act.

The Director of the Division of Taxation shall give notice of the set-off to the taxpayer and provide an opportunity for a hearing within 30 days of such notice under the procedures for protests established under R.S. 54:49-18. No requests for conference, protest, or subsequent appeal to the Tax Court from any protest under this section shall stay the collection of the indebtedness. Interest that may be payable by the State, pursuant to P.L. 1987, c.184 (c. 52:32-32 et seq.), to the taxpayer shall be stayed“.

### "I HAVE BEEN ADVISED OF THIS NOTICE"

COMPANY: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

**SOURCE DISCLOSURE FORM**

**BID SOLICITATION # AND TITLE:** \_\_\_\_\_

**VENDOR/BIDDER NAME:** \_\_\_\_\_

The Vendor/Bidder submits this Form in response to a Bid Solicitation issued by the South Jersey Port Corporation, in accordance with the requirements of N.J.S.A. 52:34-13.2.

**PART 1**

- All services will be performed by the Contractor and Subcontractors in the United States. Skip Part 2.
- Services will be performed by the Contractor and/or Subcontractors outside of the United States.  
**Complete Part 2.**

**PART 2**

Where services will be performed outside of the United States, please list every country where services will be performed by the Contractor and all Subcontractors. If any of the services cannot be performed within the United States, the Contractor shall state, with specificity, the reasons why the services cannot be performed in the United States. The Director of the South Jersey Port Corporation will review this justification and if deemed sufficient, the Director may seek the Treasurer’s approval.

Name of Contractor / Sub-contractor	Performance Location by Country	Description of Service(s) to be Performed Outside of the U.S.	Reason Why the Service(s) Cannot be Performed in the U.S.

*\*Attach additional sheets if necessary to describe which service(s), if any, will be performed outside of the U.S. and the reason(s) why the service(s) cannot be performed in the U.S.*

Any changes to the information set forth in this Form during the term of any Contract awarded under the referenced Bid Solicitation or extension thereof shall be immediately reported by the Contractor to the Director of the South Jersey Port Corporation. If during the term of the Contract, the Contractor shifts the location of services outside the United States, without a prior written determination by the Director, the Contractor shall be deemed in breach of Contract, and the Contract will be subject to termination for cause. (cont.)

**CERTIFICATION**

I, the undersigned, certify that I am authorized to execute this certification on behalf of the Vendor/Bidder, that the foregoing information and any attachments hereto, to the best of my knowledge are true and complete. I acknowledge that the South Jersey Port Corporation (SJPC) is relying on the information contained herein, and that the Vendor/Bidder is under a continuing obligation from the date of this certification through the completion of any Contract(s) with the SJPC to notify the SJPC in writing of any changes to the information contained herein; that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification. If I do so, I will be subject to criminal prosecution under the law, and it will constitute a material breach of my agreement(s) with the SJPC, permitting the SJPC to declare any contract(s) resulting from this certification to be void and unenforceable.

\_\_\_\_\_  
**Signature**

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Print Name and Title**



## Code of Ethics for Vendors

### EXECUTIVE ORDER # 189

The South Jersey Port Corporation considers the maintenance of public trust and confidence essential to its proper functioning, and accordingly has adopted this vendors' Code of Ethics. Vendors who do business with SJPC must avoid all situation where propriety or financial interests, or opportunity for financial gain, could lead to favored treatment for any organization or individual. Vendors must also avoid circumstances and conduct which may constitute actual wrongdoing, or a conflict of interest, but might nevertheless appear questionable to the general public, this compromising the integrity of SJPC.

This code is based upon the principles established in Executive Order 189 and laws governing the Executive Commission on Ethical Standards. N.J.S.A. 52:13D et seq., which, while not strictly applicable to contractors, provides general guidance in this area. Also, this code has been established pursuant to the authority embodied in N.J.S.A. 27:25A et seq., and for good cause.

This Code of Ethics shall be made part of each Request for Proposal (RFP) promulgated by the SJPC and be attached to every contract and agreement to which the SJPC is a party. It shall be distributed to all parties who presently do business with SJPC and, to the extent feasible, to all those parties anticipated doing business with SJPC.

1. No vendor shall employ any SJPC officer or employee in the business of the vendor or professional activity in which the vendor is involved with the SJPC officer or employee.
2. No vendor shall offer or provide an interest, financial or otherwise, direct, or indirect, in the business of the vendor or professional activity in which the vendor is involved with SJPC officer or employee.
3. No vendor shall cause or influence, or attempt to cause or influence any SJPC officer or employee in his or her official capacity in any manner which might tend to impair the objectivity or independence of judgment of the SJPC official or employee.
4. No vendor shall cause or influence, or attempt to cause influence any SJPC officer or employee to use or attempt to use his or her official position to secure an unwarranted privileges or advantages for that vendor or for any other person.

No vendor shall offer any SJPC officer or employees any gifts or favors, service or other thing of value under circumstances from which it might be reasonably inferred that such gift, service or other thing of value was given or offered for purpose of influencing the recipient in the discharge of his or her official duties. In addition, officers, or employees of the SJPC will not be permitted to accept breakfasts, lunches, dinner, alcoholic beverages, tickets to entertainment and/or sporting events or any other item which could be construed having more than nominal value.

NOTE: This section would permit an SJPC officer or employee to accept food or refreshment of relatively low monetary value provided during the course of a meeting, conference or other

occasion where the employee is proper in attendance (for example – coffee, Danish, tea, or soda served during conference break).

Acceptance of unsolicited advertising or promotional material of nominal value (such as inexpensive pens, pencils, or calendars) would be permitted.

Any questions as to what is or is not acceptable or what constitutes proper conduct for an SJPC officer or employee should be referred to the SJPC's Ethic Liaison Officer or his or her designee.

5. This code is intended to augment, not to replace, existing administrative orders and the current SJPC Code of Ethics.

\*Vender is defined as any general contractor, subcontractor, consultant, person, firm, corporation, or organization engaging in seeking to do business with the SJPC.

I certify that I have read and understand the aforementioned "Vendor Code of Ethics of the South Jersey Port Corporation".

Vender: \_\_\_\_\_

Primary Contact & Title: \_\_\_\_\_

Signature \_\_\_\_\_

Date: \_\_\_\_\_



**STATE OF NEW JERSEY  
DEPARTMENT OF THE TREASURY  
DIVISION OF PURCHASE AND PROPERTY**

Q16

**33 WEST STATE STREET, P.O. BOX 230  
TRENTON, NEW JERSEY 08625-0230**

**OWNERSHIP DISCLOSURE FORM**

**BID SOLICITATION #:** \_\_\_\_\_ **VENDOR {BIDDER}:** \_\_\_\_\_

**ALL PARTIES ENTERING INTO A CONTRACT WITH THE STATE ARE REQUIRED TO PROVIDE THE  
INFORMATION REQUESTED PURSUANT TO N.J.S.A. 52:25-24.2.**

**PLEASE NOTE THAT IF THE VENDOR/BIDDER IS A NON-PROFIT ENTITY, THIS FORM IS NOT REQUIRED.**

**PART 1**

**YES NO**

Are there any individuals, partners, members, stockholders, corporations, partnerships, or limited liability companies owning a 10% or greater interest in the Vendor {Bidder}?

If you answered, "YES" above, you must disclose the following: (a) the names and addresses of all stockholders in the corporation who own 10 percent or more of its stock, of any class; (b) all individual partners in the partnership who own a 10 percent or greater interest therein; or, (c) all members in the limited liability company who own a 10 percent or greater interest therein.

NAME	_____
ADDRESS 1	_____
ADDRESS 2	_____
CITY	_____ STATE _____ ZIP _____

NAME	_____
ADDRESS 1	_____
ADDRESS 2	_____
CITY	_____ STATE _____ ZIP _____

NAME	_____
ADDRESS 1	_____
ADDRESS 2	_____
CITY	_____ STATE _____ ZIP _____

NAME	_____
ADDRESS 1	_____
ADDRESS 2	_____
CITY	_____ STATE _____ ZIP _____

NAME	_____
ADDRESS 1	_____
ADDRESS 2	_____
CITY	_____ STATE _____ ZIP _____

**Attach Additional Sheets If Necessary.**

**PART 2**

**YES NO**

Of those entities disclosed above owning a 10% or greater interest in the Vendor {Bidder}, are there any individuals, partners, members, stockholders, corporations, partnerships, or limited liability companies owning a 10% or greater interest of those listed entities?

If you answered, "YES" above, you must disclose the following: (a) the names and addresses of all stockholders in the corporation who own 10 percent or more of its stock, of any class; (b) all individual partners in the partnership who own a 10 percent or greater interest therein; or, (c) all members in the limited liability company who own a 10 percent or greater interest therein. Please note that this disclosure shall be continued until names and addresses of every non-corporate stockholder, and individual partner, and member, exceeding the 10 percent ownership criteria established in this act, has been identified.

Name of the entity listed above to which the disclosure below applies: \_\_\_\_\_

NAME	_____
ADDRESS 1	_____
ADDRESS 2	_____
CITY	_____ STATE _____ ZIP _____

NAME	_____
ADDRESS 1	_____
ADDRESS 2	_____
CITY	_____ STATE _____ ZIP _____

NAME	_____
ADDRESS 1	_____
ADDRESS 2	_____
CITY	_____ STATE _____ ZIP _____

NAME	_____
ADDRESS 1	_____
ADDRESS 2	_____
CITY	_____ STATE _____ ZIP _____

NAME	_____
ADDRESS 1	_____
ADDRESS 2	_____
CITY	_____ STATE _____ ZIP _____

***Attach Additional Sheets If Necessary.***

**PART 3**

As an alternative to completing this form, a Vendor {Bidder} with any direct or indirect parent entity which is publicly traded may submit the name and address of each publicly traded entity and the name and address of each person that holds a 10 percent or greater beneficial interest in the publicly traded entity as of the last annual filing with the federal Securities and Exchange Commission or the foreign equivalent, and, if there is any person that holds a 10 percent or greater beneficial interest, also shall submit links to the websites containing the last annual filings with the federal Securities and Exchange Commission or the foreign equivalent and the relevant page numbers of the filings that contain the information on each person that holds a 10 percent or greater beneficial interest.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**SOUTH JERSEY PORT CORPORATION - DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN FORM**

**BID SOLICITATION # AND TITLE:** \_\_\_\_\_

**VENDOR NAME:** \_\_\_\_\_

Pursuant to N.J.S.A. 52:32-57, et seq. (P.L. 2012, c.25 and P.L. 2021, c.4) any person or entity that submits a bid or proposal or otherwise proposes to enter into or renew a contract must certify that neither the person nor entity, nor any of its parents, subsidiaries, or affiliates, is identified on the New Jersey Department of the Treasury’s Chapter 25 List as a person or entity engaged in investment activities in Iran. The Chapter 25 list is found on the Division’s website at <https://www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf>. Vendors/Bidders must review this list prior to completing the below certification. If the SJPC finds a person or entity to be in violation of the law, s/he shall take action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the party.

**CHECK THE APPROPRIATE BOX**

I certify, pursuant to N.J.S.A. 52:32-57, et seq. (P.L. 2012, c.25 and P.L. 2021, c.4), that neither the Vendor/Bidder listed above nor any of its parents, subsidiaries, or affiliates is listed on the New Jersey Department of the Treasury’s Chapter 25 List of entities determined to be engaged in prohibited activities in Iran.

**OR**

I am unable to certify as above because the Vendor/Bidder and/or one or more of its parents, subsidiaries, or affiliates is listed on the New Jersey Department of the Treasury’s Chapter 25 List. I will provide a detailed, accurate and precise description of the activities of the Vendor/Bidder, or one of its parents, subsidiaries or affiliates, has engaged in regarding investment activities in Iran by completing the information requested below.

Entity Engage in Investment Activities \_\_\_\_\_

Relationship to Vendor/Bidder \_\_\_\_\_

Description of Activities  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Duration of Engagement \_\_\_\_\_

Anticipate Cessation Date \_\_\_\_\_

*Attach additional sheets if necessary* \_\_\_\_\_

**CERTIFICATION**

I, the undersigned, certify that I am authorized to execute this certification on behalf of the Vendor, that the foregoing information and any attachments hereto, to the best of my knowledge are true and complete. I acknowledge that the South Jersey Port Corporation is relying on the information contained herein, and that the Vendor is under a continuing obligation from the date of this certification through the completion of any contract(s) with the SJPC to notify the SJPC in writing of any changes to the information contained herein; that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification. If I do so, I may be subject to criminal prosecution under the law, and it will constitute a material breach of my contract(s) with the SJPC, permitting the SJPC to declare any contract(s) resulting from this certification void and unenforceable.

**Signature:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**Print Name:** \_\_\_\_\_

**Print Title:** \_\_\_\_\_

Rev. 12.13.2021

**PLEASE BE ADVISED**

**New Jersey Election Law Enforcement Commission Requirements for ALL Bids and Requests for Proposals**

*All Business entities are advised of their responsibility to file an annual disclosure statement of political contributions with the New Jersey Election Law Enforcement Commission (ELEC) pursuant to N.J.S.A. 19:44A20.27 if they receive contracts in excess of \$50,000.00 from public entities in a calendar year. Business entities are responsible for determining if filing is necessary. Additional information on this requirement is available from ELEC at 888-313-3532 or at [www.elec.state.nj.us](http://www.elec.state.nj.us).*

**DISCLOSURE OF CONTRIBUTIONS TO NEW JERSEY ELECTION LAW ENFORCEMENT COMMISSION IN ACCORDANCE WITH N.J.S.A. 19:44A-20.27**

STATE OF \_\_\_\_\_

: SS

COUNTY OF \_\_\_\_\_

I, \_\_\_\_\_ of the \_\_\_\_\_ of \_\_\_\_\_ in the County of \_\_\_\_\_ and the State of \_\_\_\_\_ of full age, being duly sworn according to law on my oath depose and say that:

I am \_\_\_\_\_, a \_\_\_\_\_  
(Name) (Title, Position, etc.)  
in the firm of \_\_\_\_\_ the bidder making the proposal  
to \_\_\_\_\_  
(Name of Owner) (Contract No. – Description)

and that I executed the said Proposal with full Authority to do so; that said Bidder acknowledges our responsibility to file an annual disclosure statement of political contributions with the New Jersey Election Law Enforcement Commission (ELEC) pursuant to N.J.S.A. 19:44A-20.27 if in receipt of contracts in excess of \$50,000.00 from public entities in a calendar year. I further acknowledge that business entities are solely responsible for determining if filing is necessary and that all statements contained in said Proposal and in this Affidavit are true and correct, and made with full knowledge that the

\_\_\_\_\_  
(Name of Owner)

relies upon the truth of the statements contained in said Proposal and in the statements contained in this Affidavit in awarding the Contract for the said project.

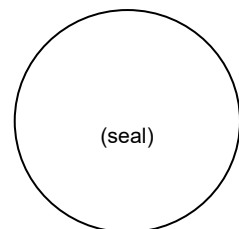
I further warrant that no person or selling agency has been employed or retained to solicit or secure such contract upon an agreement or understanding for commission, percentage brokerage, or contingent fee, except Bona Fide employees of the Contractor, and as may be permitted by law.

\_\_\_\_\_  
Name: \_\_\_\_\_  
(print)

Subscribed and Sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_.

Notary Public of \_\_\_\_\_

My Commission Expires: \_\_\_\_\_



**NEW JERSEY’S DIANE B. ALLEN EQUAL PAY ACT ACKNOWLEDGEMENT**

Pursuant to the DIANE B. ALLEN EQUAL PAY ACT, N.J.S.A. 34:11-56.14.b., the Contractor shall provide to the Commissioner of the New Jersey Department of Labor and Workforce Development, through certified payroll records required pursuant to N.J.S.A. 34:11-56.25 et seq., information regarding the gender, race, job title, occupational category, and rate of total compensation of every employee of the employer employed in the State in connection with the contract. The Contractor shall provide the Commissioner, throughout the duration of the contract with an update to the information whenever payroll records are required to be submitted pursuant to N.J.S.A. 34:11-56.25 et seq.

Information regarding the Diane B. Allen Equal Pay Act and its requirements may be obtained from the New Jersey Department of Labor and Workforce Development (LWD) web site at: <https://nj.gov/labor/equalpay/equalpay.html>

LWD forms may be obtained from the online web site at: [https://nj.gov/labor/forms\\_pdfs/equalpayact/MW-562withoutfein.pdf](https://nj.gov/labor/forms_pdfs/equalpayact/MW-562withoutfein.pdf)

The undersigned is an (individual) (partnership) (corporation) under the Laws of the State of \_\_\_\_\_ having principal offices at \_\_\_\_\_.

\_\_\_\_\_  
(Signed)

\_\_\_\_\_  
(Name - Type or Print)

\_\_\_\_\_  
(Company Name)

\_\_\_\_\_  
(Address)

\_\_\_\_\_  
(Telephone Number)





# CONFIDENTIALITY AND COMMITMENT TO DEFEND

STATE OF NEW JERSEY  
DEPARTMENT OF THE TREASURY - DIVISION OF PURCHASE AND PROPERTY  
33 WEST STATE STREET, P.O. BOX 230 TRENTON, NEW JERSEY 08625-0230

**BID SOLICITATION # & TITLE:** \_\_\_\_\_

The Bid Solicitation advises Bidders (hereinafter "Company") that the submitted "Quotes can be released to the public pursuant to N.J.A.C. 17:12-1.2(b) and (c), or under the New Jersey Open Public Records Act (OPRA), N.J.S.A. 47:1A-1.1 et seq., or the common law right to know." In the event that the Division receives a request for documents related to above referenced Bid Solicitation, in accordance with its statutory obligations under the New Jersey Open Public Records Act and/or the common law right to know, it is the Division's intent to fulfill the request for records which may include a copy of the Company's Quote.

If Company objects to the disclosure of any portions of the Quote, the Company must advise the Division and must attach a detailed statement clearly identifying those sections of the Quote that Company claims are exempt from disclosure. In requesting any exemption, Company must identify the specific statutory or other legal justification for each requested exemption and the factual basis that supports said exemption. In addition, if Company requests any exemption to disclosure of the Quote based upon claims of confidential/proprietary information and trade secrets (setting forth the nature of the formula, process, pattern, device or compilation), in accordance with *Ingersoll-Rand Co. v. Ciavatta*, 110 N.J. 609 (1988), Company must also indicate the following with respect to the requested exemption:

- (1) the extent to which the information is known outside the owner's business;
- (2) the extent to which it is known by employees and others involved with your business;
- (3) the extent of the measures taken by your firm to guard the secrecy of the information;
- (4) the value of the information to your firm and your competitors;
- (5) the amount of effort or money expended by your firm in developing the information; and
- (6) the ease or difficulty with which the information could be properly acquired or duplicated by others.

Further, if the Quote includes any copyright notices, within five business days, the Division will be permitted to release a copy of the Quote document(s) unless Company serves the Division with an order from a court of competent jurisdiction precluding such release.

The State reserves the right to make the final determination as to what is and is not subject to public disclosure under OPRA and/or the common law right to know, and will advise the Company accordingly. Please note that the State will not honor any claim of confidential, proprietary, trade secret, and/or copyright material that is not supported by a specific statutory or legal justification provided by the Company. The State will not honor any attempts by the Company to designate the entire Quote as proprietary, confidential and/or to claim copyright protection for its entire Quote.

Accordingly, in order to assist the Division with the fulfillment of potential document requests, please select **one** of the following:

The Company's Quote **does not include** any confidential, proprietary and/or trade secrets; and therefore, the Company does not request any redactions be made prior to the release of the documents.

**OR**

The Company's Quote **does include** confidential, proprietary and/or trade secrets; and therefore, the Company requests that certain portions of the Quote be redacted prior to the release of the documents.

The requested redactions are set forth in the attached statement which specifically identifies the portions of the Quote by section, page number, paragraph and or line; and identifies the specific statutory or other legal reason for each requested exemption.

In the event of any challenge to the Company's assertion of confidential/proprietary information, the Company shall be solely responsible for defending its designation. Company agrees that it shall defend and cooperate in the defense of an action against the State of New Jersey arising from or related to the non-disclosure, due to the Company's request, of documents submitted to the State of New Jersey, and relating to a Quote submitted by the Company in response to the above referenced Bid Solicitation, which was the subject of a request for government records under the New Jersey Open Public Records Act, N.J.S.A. 47:1A-1 et seq. ("OPRA"), or the common law right to know. The Company further agrees to indemnify and hold harmless the State against any judgments, costs, or attorneys' fees assessed against the State in connection with any action arising from, or related to, the non-disclosure, due to the Company's request, of documents submitted to the State, which are the subject of a request for government records under OPRA.

The Company makes the forgoing agreement with the understanding that the State may immediately disclose any documents withheld without further notice if the Company ceases to cooperate in the defense of an action against the State arising from or related to the above described non-disclosure due to the Company's request, and will disclose such documents withheld if so ordered by a court of competent jurisdiction.

The undersigned certifies that s/he is duly authorized to make this commitment on behalf of the Company.

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print Name and Title





DISCLOSURE OF INVESTIGATIONS AND OTHER ACTIONS INVOLVING THE VENDOR FORM

Q28

STATE OF NEW JERSEY
DEPARTMENT OF THE TREASURY - DIVISION OF PURCHASE AND PROPERTY
33 WEST STATE STREET, P.O. BOX 230 TRENTON, NEW JERSEY 08625-0230

BID SOLICITATION # AND TITLE: \_\_\_\_\_

VENDOR NAME: \_\_\_\_\_

PART 1
PLEASE LIST ALL OFFICERS/DIRECTORS OF THE VENDOR BELOW.

Form with fields: NAME, TITLE, ADDRESS, ADDRESS, CITY, STATE, ZIP

Form with fields: NAME, TITLE, ADDRESS, ADDRESS, CITY, STATE, ZIP

Form with fields: NAME, TITLE, ADDRESS, ADDRESS, CITY, STATE, ZIP

Form with fields: NAME, TITLE, ADDRESS, ADDRESS, CITY, STATE, ZIP

\*Attach Additional Sheets If Necessary.

PART 2
PLEASE REFER TO THE PERSONS LISTED ABOVE AND/OR THE PERSONS AND/OR ENTITIES LISTED ON THE OWNERSHIP DISCLOSURE FORM WHEN ANSWERING THESE QUESTIONS.

- 1. Has any person or entity listed on this form or its attachments ever been arrested, charged, indicted, or convicted in a criminal or disorderly persons matter by the State of New Jersey (or political subdivision thereof), or by any other state or the U.S. Government?
2. Has any person or entity listed on this form or its attachments ever been suspended, debarred or otherwise declared ineligible by any government agency from bidding or contracting to provide services, labor, materials or supplies?
3. Are there currently any pending criminal matters or debarment proceedings in which the firm and/or its officers and/or managers are involved?
4. Has any person or entity listed on this form or its attachments been denied any license, permit or similar authorization required to engage in the work applied for herein, or has any such license, permit or similar authorization been revoked by any agency of federal, state or local government?
5. Has any person or entity listed on this form or its attachments been involved as an adverse party to a public sector client in any civil litigation or administrative proceeding in the past five (5) years?

IF ANY OF THE ANSWERS TO QUESTIONS 1-5 ARE "YES", PLEASE PROVIDE THE REQUESTED INFORMATION IN PART 3.
IF ALL OF THE ANSWERS TO QUESTIONS 1-5 ARE "NO", NO FURTHER ACTION IS NEEDED; PLEASE SIGN AND DATE THE FORM.

PART 3
DESCRIPTION OF THE INVESTIGATION OR LITIGATION, ETC.

If you answered "YES" to any of questions 1 - 5 above, you must provide a detailed description of any investigation or litigation, including, but not limited to, administrative complaints or other administrative proceedings involving public sector clients during the past five (5) years. The description must include the nature and status of the investigation, and for any litigation, the caption and a brief description of the action, the date of inception, current status, and if applicable, the disposition.

Form with fields: PERSON OR ENTITY NAME, CONTACT NAME, PHONE NUMBER, CASE CAPTION, INCEPTION OF THE INVESTIGATION, CURRENT STATUS, SUMMARY OF INVESTIGATION

\*Attach Additional Sheets If Necessary.

CERTIFICATION

I, the undersigned, certify that I am authorized to execute this certification on behalf of the Vendor, that the foregoing information and any attachments hereto, to the best of my knowledge are true and complete. I acknowledge that the State of New Jersey is relying on the information contained herein, and that the Vendor is under a continuing obligation from the date of this certification through the completion of any contract(s) with the State to notify the State in writing of any changes to the information contained herein; that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification. If I do so, I may be subject to criminal prosecution under the law, and it will constitute a material breach of my contract(s) with the State, permitting the State to declare any contract(s) resulting from this certification void and unenforceable.

Signature \_\_\_\_\_

Date \_\_\_\_\_

Print Name and Title \_\_\_\_\_



**MACBRIDE PRINCIPLES FORM**

Q29

STATE OF NEW JERSEY  
DEPARTMENT OF THE TREASURY - DIVISION OF PURCHASE AND PROPERTY  
33 WEST STATE STREET, P.O. BOX 230 TRENTON, NEW JERSEY 08625-0230

**BID SOLICITATION # AND TITLE:** \_\_\_\_\_

**VENDOR NAME:** \_\_\_\_\_

Pursuant to Public Law 1995, c. 134, a responsible Vendor/Bidder is required to provide a certification in compliance with the MacBride Principles and Northern Ireland Act of 1989. Pursuant to N.J.S.A. 52:34-12.2, Vendor/Bidder must complete the certification below by checking one of the two options listed below and signing where indicated. If a Vendor/Bidder that would otherwise be awarded a purchase, contract or agreement does not complete the certification, then the Director may determine, in accordance with applicable law and rules, that it is in the best interest of the State to award the purchase, contract or agreement to another Vendor/Bidder that has completed the certification and has submitted a bid within five (5) percent of the most advantageous bid. If the Director finds contractors to be in violation of the principles that are the subject of this law, he/she shall take such action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the party.

I, the undersigned, on behalf the Vendor/Bidder, certify pursuant to N.J.S.A. 52:34-12.2 that:

**CHECK THE APPROPRIATE BOX**

The Vendor/Bidder has no business operations in Northern Ireland; or

**OR**

The Vendor/Bidder will take lawful steps in good faith to conduct any business operations it has in Northern Ireland in accordance with the MacBride principles of nondiscrimination in employment as set forth in section 2 of P.L. 1987, c. 177 (N.J.S.A. 52:18A-89.5) and in conformance with the United Kingdom's Fair Employment (Northern Ireland) Act of 1989, and permit independent monitoring of its compliance with those principles.

**CERTIFICATION**

I, the undersigned, certify that I am authorized to execute this certification on behalf of the Vendor, that the foregoing information and any attachments hereto, to the best of my knowledge are true and complete. I acknowledge that the State of New Jersey is relying on the information contained herein, and that the Vendor is under a continuing obligation from the date of this certification through the completion of any contract(s) with the State to notify the State in writing of any changes to the information contained herein; that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification. If I do so, I may be subject to criminal prosecution under the law, and it will constitute a material breach of my contract(s) with the State, permitting the State to declare any contract(s) resulting from this certification void and unenforceable.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print Name and Title



**SAMPLE AGREEMENT FOR PROFESSIONAL  
SERVICES BETWEEN THE  
SOUTH JERSEY PORT CORPORATION  
AND**

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**THIS PROFESSIONAL SERVICES AGREEMENT** (hereinafter the “Agreement”) is made as of this \_\_ day of \_\_, **2023** (the “Effective Date”) by and between \_\_\_\_\_, with principal offices located at \_\_\_\_\_, hereinafter referred to as “Contractor,” and **SOUTH JERSEY PORT CORPORATION**, a public body corporate and politic constituting an instrumentality of the State of New Jersey, with principal offices located at Two Aquarium Drive, Suite 100, Camden, NJ 08103, hereinafter referred to as “SJPC”.

**RECITALS**

**WHEREAS**, there exists a need by the SJPC to contract for \_\_\_\_\_, as needed (hereinafter the “Project”), as per SJPC Request for Proposal Number \_\_\_\_\_ (hereinafter the “RFP”);

**WHEREAS**, pursuant to the RFP, and the Contractor’s proposal thereto dated \_\_\_\_\_ (hereinafter the “Proposal”), the SJPC has selected the Contractor to serve as \_\_\_\_\_ to and for the SJPC to provide \_\_\_\_\_, as outlined in the RFP, as and when determined and requested by the SJPC in its sole discretion (hereinafter the “Services”);

**WHEREAS**, Contractor represents that it is qualified to perform the Services, and desires to so perform pursuant to the terms and provisions of this Agreement; and,

**WHEREAS**, this Agreement is awarded pursuant to, and consistent with, the South Jersey Port Corporation Act, N.J.S.A. 12:11A-1, et seq., and any statutes, administrative regulations, rules, and internal procedures governing SJPC’s procurement process; and,

**WHEREAS**, pursuant to SJPC Board action on \_\_\_\_\_, the SJPC desires to engage, and the Contractor desires to accept the engagement to provide the Services, all as more particularly set forth in this Agreement.

**NOW, THEREFORE**, in consideration of the mutual covenants and agreements contained herein, and for other good and valuable consideration the receipt of which is hereby

acknowledged, the SJPC and the Contractor intending to be legally bound, hereby agree as follows:

### **TERMS OF AGREEMENT**

1. **TERM.** The initial term of this Agreement shall commence on the Effective Date and shall expire \_\_\_\_\_ year thereafter (hereinafter the “Termination Date”), unless terminated sooner by SJPC as set forth in this Agreement; provided however, that this Agreement shall remain in full force and effect for any Services requested by SJPC prior to the Termination Date and performed with the written consent of SJPC by the Contractor after the Termination Date (“Post Termination Services”). The SJPC shall have the option in its sole discretion to extend the term of this Agreement for \_\_\_\_\_ under the same terms and conditions by providing written notice to the Contractor prior to the Termination Date.
  
2. **SERVICES AND COMPENSATION IN GENERAL.** Copies of the RFP and the Proposal are annexed hereto as **Exhibits A and B** respectively. By this reference, the RFP and the Proposal are incorporated in and made a part of this Agreement, as if set forth herein in full. In case of conflict or inconsistency between the provisions of the RFP and Proposal on the one hand, and this Agreement on the other hand, the provisions of this Agreement shall govern to the extent of such conflict or inconsistency. In the event of an inconsistency between the RFP and the Proposal, the RFP shall govern.

The Contractor, in consideration of the execution and delivery of this Agreement, agrees to render the Services, as more fully described in the RFP and the Proposal. Contractor shall hold available to SJPC all officers, employees and facilities of Contractor to perform all the Services, as required and requested by SJPC, as more fully set forth in the RFP and Proposal. The employees listed in the Proposal will be the employees primarily responsible for SJPC matters, although other employees of the Contractor may work on SJPC matters. The SJPC shall compensate Contractor for the Services requested by SJPC, and performed by Contractor, in accordance with the terms of this Agreement, and as set forth in the Proposal.

3. **COMPENSATION.** Contractor shall be compensated in a total amount *not to exceed* \_\_\_\_\_ per year at hourly rates set forth in the Proposal.

Contractor shall be paid in accordance with this Agreement upon receipt and processing of an invoice as set out herein. Each invoice shall contain an itemized, detailed description of all work performed during the billing period. Failure to provide sufficient

specificity shall be cause for rejection of the invoice until the necessary details are provided.

All costs and expenses incurred by Contractor shall be borne solely by Contractor unless specifically reimbursable under another provision of this Agreement, or specifically authorized in writing by the SJPC.

All services rendered by the Contractor will be compensated on the basis of the hourly rates for personnel performing the services, as set forth in the Proposal.

The SJPC will make payment to the Contractor for services rendered on SJPC matters at the rates described in the Proposal. The SJPC will be billed for all time spent on its behalf. The Contractor's invoices shall set forth the time spent by each employee, a detailed description of all work performed, and the amount of the fees and certain other charges that are reimbursable under the Proposal. Invoices normally will be rendered monthly for work performed, and any reimbursable charges and expenses recorded during the previous month. The SJPC will pay each invoice after approval by the SJPC Board of Directors and expiration of the Governor's veto period, unless the SJPC disputes the invoice, in which event the SJPC will notify the Contractor of such dispute within twenty (20) days of expiration of the Governor's veto period.

The Contractor shall not charge, and the SJPC shall not be obligated to pay, any fees, costs or expenses not detailed in this Agreement unless pre-approved by the SJPC in writing. SJPC shall not be obligated or liable under this Agreement to any party, other than the Contractor, for the payment of any monies or the provision of any goods or services.

It is understood and agreed that the acceptance of the final payment by Contractor shall be considered a release in full of all claims against the SJPC arising out of, or by reason of, the Services furnished under this Agreement.

4. **DUTIES OF CONTRACTOR.** Contractor shall, at the request of the SJPC, provide the Services as specified in the RFP and Proposal. Contractor's Services are for the sole and exclusive benefit of the SJPC, and no third-party beneficiary is intended. The provision of these Services by Contractor shall not relieve others of their responsibility to the SJPC. Contractor agrees that it has or will comply with, and where applicable shall continue throughout the period of this Agreement to comply with, all of the requirements of the RFP, and this Agreement. Pursuant to the RFP, Contractor may be requested to prepare design documents, or other such drawings and/or written specifications for a project, all of which will be subject to SJPC's review and reasonable approval. If SJPC requests revisions to the design documents, drawings or written specifications prepared by Contractor, and if same is within the Contractor's scope of services as described in the RFP, Contractor shall make the requested revisions without additional compensation, such that Contractor performs the Services, and prepares the design documents, drawings and/or written specifications in accordance with this Agreement.

The Contractor shall respond to only those requests for Services made by the SJPC's authorized representatives; but in no case shall respond to, or provide any Services hereunder, upon the request of any private citizen, person, firm, or other entity, except as expressly authorized by the SJPC.

The original files pertaining to SJPC matters in the possession of the Contractor, including, but not limited to, finished or unfinished data compilations, drawings, engineering plans, specifications, studies, and all such other documents/materials prepared for SJPC, shall be the property of SJPC; and same shall all be promptly delivered by Contractor to the SJPC upon termination of this Agreement.

5. **EEO OBLIGATIONS OF THE CONTRACTOR.** During the performance of this Agreement, the Contractor agrees as follows:

The Contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Except with respect to affectional or sexual orientation and gender identity or expression, the Contractor will ensure that equal employment opportunity is afforded to such applicants in recruitment and employment, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality, or sex. Such equal employment opportunity shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the SJPC's Compliance Officer setting forth provisions of this nondiscrimination clause.

The Contractor or subcontractor, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality, or sex.

The Contractor or subcontractor, where applicable will send to each labor union with which it has a collective bargaining agreement, a notice, to be provided to the SJPC's contracting officer, advising the labor union of the Contractor's commitments under this chapter and shall post copies of notice in conspicuous places available to employees and applicants for employment.



The Contractor or subcontractor, where applicable agrees to comply with any regulations promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31, et. seq., as amended and supplemented from time to time and the Americans with Disabilities Act.

The Contractor or subcontractor, where applicable agrees to make good faith efforts to meet targeted county employment goals established in accordance with N.J.A.C. 17:27-5.2.

The Contractor or subcontractor, where applicable agrees to inform in writing its appropriate recruitment agencies, including, but not limited to, employment agencies, placement bureaus, colleges, universities labor unions, that it does not discriminate on the basis of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality, or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

The Contractor or subcontractor, as applicable agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the State of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

In conforming with the targeted employment goals, the Contractor or subcontractor, where applicable agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The Contractor shall submit to the SJPC after notification of award, but prior to execution of a goods and services contract, one of the following three documents:

Letter of Federal Affirmative Action Plan Approval;  
Certificate of Employee Information Report; or,  
Employee Information Report Form AA-302.

The Contractor and its subcontractors, if any, shall furnish such reports or other documents to the Division of Purchase and Property, CCAU, EEO Monitoring Program as may be requested by the office from time to time in order to carry out the purposes of these regulations, and the SJPC shall furnish such information as may be requested by the

Division of Purchase and Property, CCAU, EEO Monitoring Program for conducting a compliance investigation pursuant to N.J.A.C. 17:27-1.1, et seq.

6. **LICENSING.** If the Contractor, or any of its employees, is required to maintain a license or certification in order to perform the Services which are the subject of this Agreement, then prior to the effective date of this Agreement, and as a condition precedent to it taking effect, Contractor and its employees shall maintain, hold, and have in place all such current licenses and certifications required to do business and/or operate in the State of New Jersey, and to perform all the Services hereunder. Contractor shall provide to SJPC upon request a copy of all its and its employees said current licenses and/or certifications. All current licenses and/or certifications of the Contractor, or its employees, shall be in good standing, and shall not be subject to any current action to revoke or suspend; and shall remain so throughout the term of this Agreement, and any extensions.

The Contractor shall notify the SJPC immediately in the event of suspension, revocation or any change in status (or in the event of the initiation of any action to accomplish such suspension, revocation and/or change in status) of the license or certification held by Contractor, or any of its employees.

7. **TERMINATION.** This Agreement may be terminated, as follows:
- (a) Pursuant to the termination provisions set forth in the RFP, if any.
  - (b) If Contractor and/or its employees is required to be licensed or to maintain any certification in order to perform the Services, then this Agreement may be terminated by the SJPC in the event that the appropriate governmental entity with jurisdiction has instituted an action to have the Contractor's or its employees license or certification suspended or revoked. Notice of termination pursuant to this provision shall be effective immediately upon giving of the written notice.
  - (c) If, through any cause, the Contractor shall fail to fulfill in timely and proper manner its obligations under this Agreement, or if the Contractor shall violate any of the covenants, agreements or stipulations of this Agreement, the SJPC shall thereupon have the right to terminate this Agreement by giving written notice to the Contractor of such termination and specifying the effective date thereof.
  - (d) The SJPC may terminate this Agreement for public convenience at any time by giving written notice to the Contractor of such termination and specifying the effective date thereof. If this Agreement is terminated by the SJPC pursuant to this provision, the Contractor will be paid for the Services rendered to the time of termination.
  - (e) Notwithstanding any of the above, the Contractor shall not be relieved of liability to the SJPC for damages sustained by the SJPC by virtue of any breach of this

Agreement by the Contractor; and the SJPC may withhold any payments to the Contractor for the purpose of set-off until such time as the exact amount of damages due the SJPC from the Contractors is determined.

- (f) Termination by the SJPC of this Agreement shall not affect the validity of the indemnification provisions of this Agreement, nor prevent the SJPC from pursuing any claims, causes of action, relief, damages or remedies to which it may be entitled, either at law or in equity.
- (g) Termination of this Agreement shall not affect any right or obligation of any party which is accrued or vested prior to the termination, and any provision of this Agreement relating to any such right or obligation shall be deemed to survive the expiration or earlier termination of this Agreement.

8. **NO ASSIGNMENT OR SUBCONTRACT.** This Agreement may not be assigned nor subcontracted by the Contractor, except as otherwise agreed in writing by both parties. Any attempted assignment or subcontract without such written consent shall be void with respect to the SJPC, and no obligation on the SJPC's part to such assignment or subcontract shall arise, unless the SJPC shall elect to accept and consent to in writing, such assignment or subcontract

9. **CONFLICTS OF INTEREST.** The Contractor represents that it does not have an existing financial interest, and will not acquire any such interest, direct or indirect, which could conflict in any manner or degree with the performance of Services under this Agreement; and that no person having any such interest shall be subcontracted in connection with this Agreement or employed by the Contractor. The Contractor will also take all necessary steps to avoid the appearance of a conflict of interest and shall have the duty to disclose to the SJPC prior to entering into, and during the term of, this Agreement any and all circumstances existing at such time which pose a potential conflict of interest.

The Contractor warrants that it has not directly or indirectly offered or given and will not directly or indirectly offer or give to any employee, agent, servant or representative of the SJPC any cash or non-cash gratuity or payment with view toward securing any business from SJPC or influencing such person with respect to conditions, or performance of any agreements with or orders from SJPC, including without limitation this Agreement. Any breach of this warranty shall be a material breach of this Agreement, and each and every other agreement between SJPC and the Contractor.

Should a conflict-of-interest issue arise, the Contractor agrees to fully cooperate in any inquiry, and to provide SJPC or its designee with all documents and other information reasonably necessary to enable SJPC, or its designee, to determine whether or not a conflict of interest existed or exists. Failure to comply with the provisions of this

paragraph shall constitute grounds for immediate termination of this Agreement, in addition to whatever other remedies the SJPC may have.

**10. INDEMNIFICATION.** Contractor agrees to indemnify and hold harmless the SJPC, its respective directors, officers, and employees from and against any and all losses, claims, causes of action, damages, liabilities, obligations, penalties, judgements, awards, costs expenses and disbursements, including attorneys' fees and other legal expenses and costs, arising directly or indirectly from or in connection with, caused by, relating to, or based upon, any (i) any negligent, careless, reckless, or intentionally wrongful act or omission of the Contractor or Contractor's assistants, employees, contractors, servants or agents, (ii) a determination by a court or agency that the Contractor is not an independent contractor, (iii) any breach by the Contractor, or the Contractor's assistants, employees, contractors, servants or agents of this Agreement, (iv) any willful misconduct or gross negligence by the Contractor or the Contractor's assistants, employees, contractors, servants or agents under this Agreement, (v) any failure of the Contractor, or the Contractor's assistants, employees, contractors, servants or agents to perform the Services in accordance with all applicable laws, rules and regulations; or, (vi) any act by Contractor or the Contractor's assistants, employees contractors, servants, or agents in connection with Contractor's engagement by SJPC that is outside the scope of Contractor's authority hereunder.

This provision shall survive and continue in full force and effect after any expiration or earlier termination of this Agreement.

**11. GOOD STANDING.** By signing this Agreement, the Contractor certifies that the Contractor, and any of its principals (i) are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of agreements by any public agency, (ii) have not within a five-year period preceding this Agreement been convicted of or had a civil judgement rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a federal, state or local government agreement or subcontract; violation of federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or racing stolen property; and are not present indicted for, or otherwise criminally or civilly charged by a government entity with, commission of any of these offenses.

**12. INSURANCE.** The Services shall not commence until the Contractor has obtained, at its own expense, all of the insurance required hereunder, and until such insurance has been approved in writing by the SJPC, or its designee. The Contractor shall not allow any subcontractor to commence work on any projects hereunder until all insurance required of the subcontractor has been so obtained and approved by the Contractor and provided to

and approved by the SJPC. Approval of the insurance required of the Contractor hereunder will be granted only after submission to SJPC of original Certificates of Insurance signed by authorized representatives of insurers or, at SJPC's request, after submission of certified copies of the required insurance policies, inclusive of additional insured and other required endorsements.

All insurance required hereunder shall be issued by insurance carriers rated A-, Class VIII, or better, by A.M. Best and Company, and licensed to do business in the State of New Jersey. All policies of insurance shall be endorsed to provide that the policy is not subject to cancellation, non-renewal, or material reduction in coverage until thirty (30) days prior written notice is given to the SJPC. The SJPC, and its board members, directors, officers, employees and agents shall be named as *Additional Insureds* on all policies and certificates of insurance for General Liability, Automobile Liability and Umbrella Liability required hereunder. All coverage provided by the policies required hereunder must be primary and non-contributory as to all insureds and *Additional Insureds*. The policies shall contain a waiver of subrogation in favor of the *Additional Insureds*.

Contractor agrees to continue the policies of insurance required hereunder in full force and effect during the term of this Agreement, any extensions, and for the period of the applicable statutes of limitation following termination of this Agreement.

No acceptance and/or approval of any insurance by the SJPC shall be construed as relieving or excusing the Contractor from any liability of obligation imposed upon them by the provisions of this Agreement, relieving the Contractor of the obligation to obtain and maintain the types and amounts of insurance coverage required hereunder.

The Contractor shall purchase and maintain the insurance types and minimum coverages as set forth in the RFP. Contractor shall furnish to SJPC with its signed original of this Agreement, an original Certificate of Insurance that evidence Contractor has met the insurance requirements of the RFP, as more particularly set forth on the **EXHIBIT C** attached hereto and incorporated herein by reference. SJPC may in its sole discretion make request for the Contractor to also submit certified copies of the required policies, as set forth hereunder.

13. **SET-OFF.** Should Contractor either refuse or neglect to perform the Services which Contractor is required to perform in accordance with the terms of this Agreement, and if expense is incurred by the SJPC by reason of Contractor's failure to perform, then in that event, such expenses shall be deducted from any payment due Contractor. Exercise of such right of set-off shall not operate to prevent the SJPC from pursuing any other remedy to which it may be entitled.

- 14. PREVENTION OF PERFORMANCE.** In the event that the SJPC is prevented from performing this Agreement by circumstances beyond its control, then any obligations owing by the SJPC to the Contractor shall be suspended without liability for the period during which the SJPC is so prevented.
- 15. INDEPENDENT CONTRACTOR STATUS.** Contractor is acting solely as an independent contractor hereunder, and has no authority to bind, represent, obligate or act on behalf of the SJPC. Contractor shall not be entitled to any benefits afforded by SJPC to its employees or to workers' compensation or similar benefits or insurance protection. Contractor, as an independent contractor, shall determine the method, details and means of performing any Services furnished pursuant to this Agreement, but the Services contemplated herein shall meet the approval of SJPC, and subject to the right of inspection for SJPC to secure satisfactory completion thereof.
- 16. MISCELLANEOUS.**
- (a) *Governing Law; Consent to Personal Jurisdiction.* This Agreement shall be governed by the laws of the State of New Jersey without regard to the conflicts of law provisions of any jurisdiction. The parties hereto hereby irrevocably and unconditionally consent to the exclusive jurisdiction and venue of the federal and state Courts located in Camden County, New Jersey for any action, suit or proceeding arising out of or related hereto. Each of the parties agrees not to commence any legal proceeding related hereto except in such Courts. Each of the parties irrevocably waives any objection which it may now or hereafter have to the laying of venue of any such proceeding in any such Courts, and hereby further irrevocably and unconditionally waives and agrees not to plead or claim in any such Courts that any such action, suit or proceeding brought in any such Court has been brought in an inconvenient forum. Each of the parties hereby irrevocably waives any right it may have to a trial by jury in any such action, suit or proceeding.
- (b) *Binding Effect.* This Agreement shall inure to the benefit of, and be binding on the Contractor, the SJPC, and their respective permitted heirs, successors, assigns, administrators and other legal representatives. There are no third-party beneficiaries to this Agreement, except as expressly stated.
- (c) *Entire Agreement.* This Agreement, together with the RFP and the Proposal, constitutes the entire agreement between the parties hereto, and supersedes any prior or contemporaneous written or oral understandings or agreements, and may be amended only by written amendment executed by both parties, and approved by the SJPC Board of Directors. This Agreement shall become effective and legally binding upon the signing of the Agreement by all parties hereto.
- (d) *Disclosure.* Neither Contractor, nor any person or entity acting on behalf of Contractor, shall issue any press release or other public statement with respect to this Agreement, the terms hereof, or the Services contemplated hereunder.

- (e) *Notices.* All notices required or permitted to be given under this Agreement will be deemed sufficiently and validly made if given by certified mail, postage pre-paid, return receipt requested and regular mail, first-class **or** by overnight courier service, and addressed to the parties at their respective addresses set forth below:

**As to SJPC:** South Jersey Port Corporation  
2 Aquarium Drive, Suite 100  
Camden, NJ 08103  
Attention: Andrew Saporito, Executive Director/CEO

**As to Contractor:**

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- (f) *Modification, Waiver.* No modification of or amendment to this Agreement, nor any waiver of any rights under this Agreement, shall be effective unless in writing signed by all the parties. Waiver by the SJPC of a breach of any provision of this Agreement will not operate as a waiver of any other or subsequent breach, nor a bar to any subsequent enforcement.
- (g) *Taxes.* Contractor agrees that Contractor is solely responsible for paying when due all income taxes, including estimated taxes, payroll taxes, insurance, and other taxes incurred as a result of or in connection with the compensation paid by SJPC to Contractor for the Services under this Agreement; and no income or employment tax withholdings will be deducted from such payments.
- (h) *Headings.* Headings are used in this Agreement for reference only and shall not be considered when interpreting this Agreement.
- (i) *Severability.* If a Court or other body of competent jurisdiction finds, or the Parties mutually believe, any provision of this Agreement, or portion thereof, to be invalid or unenforceable, such provision will be enforced to the maximum extent permissible so as to affect the intent of the Parties, and the remainder of this Agreement will continue in full force and effect.
- (j) *Counterparts.* This Agreement may be signed in one (1) or more counterparts (whether original, facsimile or electronic copies), each of which when executed and delivered will constitute an original, but all of which will constitute one and the same Agreement.
- (k) *Construction.* Each of the parties agrees that it has had the opportunity to have this Agreement reviewed by their respective legal counsel. Accordingly, the rule of construction that any ambiguity in this Agreement is to be construed against the drafting party shall not apply.
- (l) *Survival.* All terms of this Agreement that expressly extend or by their nature should extend beyond termination or expiration of this Agreement, shall survive and

continue in full force and effect after any expiration or earlier termination of this Agreement.

***THIS AGREEMENT*** is effective as of the date first above written.

**IN WITNESS WHEREOF**, the parties hereto have caused this Agreement to be executed and delivered by their duly authorized signatories as of the day and year first above written.

***SOUTH JERSEY PORT CORPORATION***

**By:** \_\_\_\_\_

**Name:** *Andrew Saporito*

**Title:** *Executive Director and CEO*

***WITNESS:***

**By:** \_\_\_\_\_

**Name:** \_\_\_\_\_

**Title:** \_\_\_\_\_

***[INSERT FIRM NAME]***

**By:** \_\_\_\_\_

**Name:** \_\_\_\_\_

**Title:** \_\_\_\_\_

***WITNESS:***

**By:** \_\_\_\_\_

**Name:** \_\_\_\_\_

**Title:** \_\_\_\_\_



# **EXHIBIT A**

**{RFP}**

**EXHIBIT B**

**{PROPOSAL}**

## **EXHIBIT C**

**{INSURANCE REQUIRMENTS}**