PROFESSIONAL SERVICES
DESCRIPTION FOR THE POSITION OF:

CONSTRUCTION MANAGEMENT SERVICES

SUBMISSION DEADLINE:

Thursday, March 1, 2018 at 1:00pm

FAIR AND OPEN PUBLIC SOLICITATION PROCESS
FOR PROFESSIONAL SERVICES

FOR

GLOUCESTER COUNTY IMPROVEMENT AUTHORITY
109 BUDD BOULEVARD
WOODBURY, NEW JERSEY 08096
Through this Request for Qualifications/Proposals, the Authority seeks to engage a vendor as CONSTRUCTION MANAGEMENT SERVICES for the term of the project. This contract will be awarded through a fair and open process pursuant to N.J.S.A. 19:44A-20.4 et seq.

The proposal must be received and will be publicly opened and read aloud on Thursday, March 1, 2018 at 1:00pm at the GCIA administrative office located at 109 Budd Boulevard, Woodbury, New Jersey. (see “Fair and Open Standardized Submission Requirements and Selection Criteria” for further information)

The following is a description of the professional services needed including, where appropriate, a brief description of the tasks involved:
REQUEST FOR PROPOSAL
FOR CONSTRUCTION MANAGEMENT SERVICES

Part I: Proposal Information

A. General Information

The Gloucester County Improvement Authority (“Authority”), 109 Budd Boulevard, Woodbury, Gloucester County, NJ is requesting proposals from experienced and qualified firms or individuals to provide Construction Management Services in connection with the Phase 2 development of the Paulsboro Marine Terminal.

Proposals will be evaluated in accordance with the criteria set forth in this RFP, and the Authority will not compensate respondents for the preparation of proposals.

The agreement between the Authority and the successful Proposer is subject to the availability and appropriation, annually, of funds sufficient to satisfy the recurring monthly charges for the provision of the services identified in the Agreement with the Authority.

A general description of the Project is included in Part I, Section B, and a specific scope of services is included in Part II.

Proposers responding to this Request must submit Evidence of your firm's current New Jersey DPMC status. Proposers must submit their responses as specified in Part I, Section C and in Part III. Firms will be selected for interviews based upon the quality of their proposals and the results of reference checks.

All proposals must be submitted in strict compliance with the instructions included in this Request for Proposals document. The Authority reserves the right and may refuse to consider a proposal if a proposing firm/individual fails to submit a complete package.

Proposals are due by: (Thursday, March 1, 2018 at 1:00pm)

Proposals and questions concerning this Request for Proposal should be addressed to:

Danae Ciociola
Director of Programs
Gloucester County Improvement Authority
dciociola@gcianj.com

Respondents are instructed not to contact Authority Board members. Failure to comply with this instruction may result in disqualification.
B. Project Description (History)

The Paulsboro Marine Terminal Project is a Comprehensive Port Project (hereinafter “Port Project”). Phase 1 construction was started in 2010 and is anticipated to be complete in early 2018. For background information, a Project narrative description of the scope and components of Phase 1 is attached hereto as Exhibit A.

Phase 2 construction is planned to start in mid-2018. The following outlines the construction elements that are planned to be completed under Phase 2 construction.

- Construction of the two additional deep-water berths as well as the Barge Berth. To create the deep-water berths, approximately 950 feet of wharf will be constructed west of the existing Phase 1 structure, and 550 feet will be constructed to the east of the Phase 1 structure. An additional 550-foot long barge berth to the east of the Phase 1 structure will extend along Mantua Creek, and connect the deep-water wharf to the shoreline. This wharf construction will consist of a pile supported deck, and will generally incorporate the same construction details used for the Phase 1 wharf. Waterfront construction will also include another train rail trestle, a vehicle trestle, and additional connections from the wharf to land.

- Installation of remaining utility (water, sanitary, and electrical) loops, laterals and connections. This work includes completion of the potable water and electrical loop, additional hydrants and high-mast lights, and completion of the sanitary sewer piping to tie into the borough’s system, including sanitary lift stations. The installation of the water main and associated roadway restoration from the Marine Terminal, through the Borough Streets to the water tower will also be constructed as part of this program. Inspection and management for work off of the terminal will be provided by the Borough of Paulsboro, however, the CM will be responsible for coordinating these activities and also associated connections.

- Completion of the construction of the stormwater drainage system on site, including stormwater treatment structures and the completion of all bioretention swales, including under drain connections and plantings. All drainage from the wharf will be piped back to land to the stormwater treatment structures before being discharged to the river.

- Grading and paving (stone and/or asphalt) for the remaining approximately 150-acres of the site will be completed. This will include the completion of the onsite rail and the connection of the rail to the wharf to complete that loop.

Depending on the tenants that will operate on the terminal, Phase 2 will also potentially include the construction of additional buildings and/or warehouses. Utilities (water,
sanitary, and electric) to these buildings will also be constructed, as well as mechanical (HVAC) systems.

C. **Submittal Requirements**

The proposal should be submitted in a bound format with section dividers corresponding to the sections that follow. Respondents are instructed to adhere to this format and to provide one (1) original proposal and four (4) copies.

1. Provide the following information about your firm:
   - Name of firm
   - Address of main office and any branch office
   - Telephone number and fax number, and email address for each office
   - Name and title of primary contact person, and subordinate contact persons, if any
   - Names of all officers and executive staff within the company

2. Provide an overview of your firm’s financial status including bond rating

3. Please provide a brief overview of your firm’s experience including the number of years the firm has provided Construction Management Services.

4. Provide a listing of public projects that your firm is involved in as Construction Manager and/or Clerk of the Works that is underway or has been completed within the past five- (5) years with a construction value of at least ten ($10) million each. Emphasis should be for projects similar in nature to the Port Project, done in a phased approach, if any. Provide the following information for each project:
   - Name of project
   - Name and location of Public Entity
   - Name, title, and telephone number of Public Entity contact
   - Name, address, telephone number of project architect or engineer
   - Project description including size in square feet
   - Project schedule including start and completion dates
   - A brief overview of the challenges posed by this project and your firm’s approach to same

5. Provide an organizational chart of your proposed team for this project. Provide a resume for each member of the proposed team including education, general experience, heavy civil construction experience, relevant certifications, and their proposed role in the project. Provide names, recent project references, and resumes for all proposed field personnel.
Identified Construction Manager shall have a minimum of 10 years field experience with similar projects. Identified Project Safety Director (PSD) shall have a minimum 15 years experience or be a degreed professional with a minimum 10 years experience. PSD must have specific experience acting as safety director for 1 similarly sized project including an Owner Controlled Insurance Program (OCIP).

**The Authority reserves the right to interview these persons as a part of the selection process.**

**Changes in the named personnel for the Project team are not permitted without the express written consent of the Owner.**

6. Provide a description of your firm’s approach to construction management.

7. Provide exhibits of a typical monthly project report.

8. The Proposer shall acknowledge that it is able to provide insurance with the coverage stated below:

   A. Broad Form, comprehensive or commercial general liability insurance, including Contractual liability coverage, against claims for personal injury, death or property damage with coverage in the amount of Two Million Dollars ($2,000,000) in respect to injury or death of a single person and in the aggregate, and Two Million Dollars ($2,000,000) in respect to property damage, together with excess/umbrella coverage equal to Four Million Dollars (4,000,000).

   B. Workers compensation insurance as required by statute.

   Employer’s liability – One Million Dollars ($1,000,000) each accident.

   C. Comprehensive automobile/truck liability insurance, including coverage for any and all owned, non-owned, hired or borrowed vehicles, in an amount not less than One Million Dollars ($1,000,000) combined single limit, per occurrence for personal injury and property damage.

   D. Professional liability insurance coverage in the amount of Three Million Dollars ($3,000,000) for each claim.

All insurance policies shall be primary policies. The policies, except professional liability insurance, shall provide coverage on an occurrence basis. The policies shall provide that the insurance companies shall notify the Authority at least thirty (30) days in advance of the effective date of any modification or termination of the policy. The Construction
Manager shall provide Authority, prior to execution of this Agreement and upon its request from time to time thereafter, a certificate or certificates of insurance evidencing the coverage above issued by insurance companies authorized to conduct business under the laws of the State of New Jersey and rated as “A-” or better as determined by A.M. Best Company. If your firm is selected for an interview, you will be required to provide a financial statement from your CPA, attesting to your financial solvency.

-End of Part I-

**PROJECT TIMELINE**

RFP Released: February 5, 2018

Pre-Proposal Meeting and Site Visit: February 14, 2018 at 1:00pm

*Site Location:*

Paulsboro Marine Terminal

303 Mantua Avenue, Paulsboro, NJ 08066

(Blue/Yellow Administration Building)

Due Date for Questions: February 22, 2018

Responses Issued by: February 26, 2018

Fair and Open RFP Due Date: March 1, 2018 at 1:00pm

Interviews if Necessary: March 7, 2018

Board Approval for Contract: March 15, 2018
E. Security
The Paulsboro Marine Terminal is an operating marine terminal. All personnel on the CM team are required to be in possession of a valid Transportation Worker Identification Credential (TWIC) Card.

F. Schedule
For the purpose of this proposal, bidder shall assume:

1. Construction of a $180 million capital program over a period of three years.
2. Simultaneous construction of significant landside improvements concurrent with the wharf construction.
3. Construction of vertical facilities (e.g., warehousing, maintenance facilities) as part of the landside improvements.
4. Bid preparation, award, and construction of at least 10 separate bid packages over the duration of the program.

G. Preconstruction Phase:

1. Analyze the project requirements and develop a site logistics and phasing plan to allow for construction activities, with occupancy and use of the facility in consultation with the Design Engineer and Owner.

2. Assist the Authority with recommendations regarding any Authority purchased equipment and material.

3. Review, affirm and monitor the construction milestone schedule prepared by the Design Engineer, based on the established phasing plan to be included in the bidding documents.

4. Assist the Authority and the Design Engineer, as necessary, in the preparation of RFP’s for selection of any special consultants, which may be required during the project.
5. Recommend to the Authority a construction procurement strategy and process.

6. Assist the Design Engineer with preparation and issuance of construction bid packages, summary of work, general conditions, etc.

7. Assist in generating local qualified General Contractor interest in the project.

8. Assist the Design Engineer with the pre-bid conference with prospective bidders.

9. Working with the Design Engineer, evaluate Contractor bids and prepare a bid analysis and recommendation of contract award for Authority approval.

10. Assist in scheduling and running preconstruction “kickoff” meeting with successful Contractor immediately after contract award.

11. Assist the Design Engineer and Contractor in obtaining building permits.

12. Prepare a document management plan and file outline which will be utilized by the CM team for the maintenance of all project files, including significant correspondence, meeting minutes, operation and maintenance manuals for permanent equipment together with associated documentation of supplier training and contact information. For the avoidance of doubt, the plan is to be practical and functional but specialty document management software is not required or desired.

H. Construction Phase

1. Provide onsite staff to provide the services described herein.

2. Provide project administration as the point of all communications with the Contractor, as the Authority’s agent.

3. Arrange for storage of any Authority purchased items.

4. Provide a full time project safety director (PSD) to monitor contractor compliance with Health and Safety requirements that have been established as part of the project Owner Controlled Insurance Program (OCIP). Specifically, the PSD is to monitor contractor compliance with the OCIP Health and Safety Plan, which has been, or will be, included as an attachment to the Project conditions for all construction contracts issued as part of the Port of Paulsboro Construction Program. In the event deficiencies or non-complying activities are identified, the PSD is responsible to notify the contractor, to document the communication, and also document mitigation measures taken. Required mitigation measures are
to be communicated to and coordinated with the GCIA / SJPC and the insurance carrier as necessary and appropriate.

5. Based on the Milestone Schedule which will be included in the bid documents, monitor the Contractor’s development of coordinated CPM schedule using Procure Management software, or equal. The Contractor shall provide a Baseline Schedule and monthly schedule updates and issue to the Authority, Construction Manager, and Design Engineer. The Construction Manager shall thoroughly review and provide analysis of the Contractor’s Baseline Schedule and monthly schedule updates.

6. Schedule and conduct weekly construction meetings and prepare meeting minutes.

7. Review progress of the work for quality, and adherence to the contract documents. Inspect all work and alert Design Engineer to any conformance issues for final disposition by Design Engineer. Monitor the work of the General Contractor to achieve high quality performance. Discuss corrective actions to the Design Engineer, if required. For the avoidance of doubt, project specifications will require selected contractors to provide independent testing agencies to perform Quality Control and Special Inspections including soil testing, concrete testing, and certification of reinforcement steel placement. CM will be responsible for Quality Assurance of this work, including audits of test methods and independent verification of reinforcing steel. CM team will be responsible for overseeing pile driving and preparing driving logs for all piles (100%) installed. CM team shall provide personnel capable of working near or over open water, and should provide all required PPE. Access (boats, launches) will be provided by the Contractor.

8. Take digital photographs of the Project as needed.

9. Assist the Design Engineer with responses to General Contractor questions and maintain RFI log.


12. Review all Contractor requests for changes and provide recommendations to the Authority and Design Engineer. Maintain Change Order request log.

13. Review and organize Contractor monthly applications for payment. Confirm all relevant attachments including certified payroll reports; affirmative action reports, etc. are included.

14. Prepare monthly reports summarizing project progress relative to design, cost, and schedule. Reports to include an executive summary, updated
schedules, cost report, change order log, RFI log, submittal log, and photographs. At least 20 color copies of each report are to be provided. Reports are to be bound and professional in appearance.

15. Meet with the Authority regularly to provide executive level updates.

16. Maintain a daily construction log of all work activities, including summary of work completed, manpower, active equipment, idle equipment, photographs, etc.

17. Assist the Design Engineer in identifying incomplete and unsatisfactory work. Coordinate completion of corrective work with Contractor.

18. Update and maintain project files consistent with document management plan.

I. Closeout Phase:

1. Identify any open issues. Monitor and document Contractor completion of all punch list items.

2. Coordinate receipt and transmittal to the Authority of Contractor supplied attic stock, spare parts, as-built drawings, warranties, operations and maintenance manuals, etc.

3. Monitor all Contractor final inspections, and receipt of Certificate of Occupancy from the Township and advise Authority.

4. Monitor Contractor’s final system demonstrations and training to Authority’s facilities staff and advise Authority.

5. Summarize total project costs in a final report, including all change orders

6. Provide all project documentation collected in accordance with the document management plan in soft form on portable hard drive(s) or other appropriate medium acceptable to the Owner.

J. Reimbursable Expenses:

The Fee Proposal should not include any reimbursable expenses. The Proposer will not be reimbursed for the following:

- Accounting
- Telecommunications
- Postage
- Vehicles or Transportation (either onsite or offsite)
- Parking
- Photocopying
Gloucester County Improvement Authority
Request for Proposal for Construction Management Services

• Office Supplies
• Miscellaneous Supplies

The Owner will provide the Construction Manager with the following:
• Office trailer or office space
• Utilities
• Telecommunications
• Postage
• Parking
• Photocopying
• Waste removal
• Office furniture

K. Construction Management Form Of Contract

The Authority will utilize a standard AIA C132-2009 agreement (edited for this project) between Authority and Construction Manager where the Construction Manager is the Authority’s agent and not as constructor.

-End of Part II -
REQUEST FOR PROPOSAL
FOR
CONSTRUCTION MANAGEMENT SERVICES
A. Submit a Lump Sum Fee Proposal in the following format:

Name of Firm proposes to provide Construction Management Services to Gloucester County Improvement Authority on the Paulsboro Port Project. Scope of Services described in Part II of the Request for Proposal for Construction Management Services, for a fee as broken down below by functions, hours, and costs in the following format:

1. Pre-Construction Phase:

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Subtotals: ______________________  ____________  ____________
PART III: Fee Proposal

2. **Bidding Phase:**

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3. **Construction Phase:**

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4. **Close-Out Phase:**

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Subtotals: _______________ _______________
5. **Fee proposal Summary:**

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**Subtotals:**

B. **Provide a Fee Schedule of hourly rates for additional Services for each function that may be required on the project.**

C. **Please provide billable hourly labor rates for all proposed staff.**
D. Proposal Information

1. Staff Management

Bidder shall provide staff and project team consistent with the nature of work and size of the project. CM is responsible for providing staff onsite at all times when work is ongoing (including overtime, nights, and weekends), however, CM is also responsible for managing staff levels commensurate with activity on the site. This includes managing work shifts to provide required oversight within the allocated budget. No additional compensation will be provided for additional manpower needed to oversee concurrent activities during peak periods. Further, no additional compensation will be provided for shift or overtime work. Bidder will be evaluated based on proposed team and associated man-hours relative to the proposed work.

2. Discussions with Proposers

An oral presentation by a proposer to clarify a proposal may be required at the sole discretion of the Gloucester County Improvement Authority. However, the Authority may award a contract based on the initial proposals received without discussion with the proposer. If oral presentations are required, they will be scheduled after the submission of proposals. Proposer will not be compensated for making the presentation.

3. Proposal Evaluation

The Gloucester County Improvement Authority will select the most advantageous proposal based on all of the evaluation factors set forth at the end of this RFP; however, cost is important to the Authority. The Authority may, if deemed useful, attempt to negotiate an acceptable fee with the most qualified proposer. The Gloucester County Improvement Authority will make the award that is in the best interest of the Gloucester County Improvement Authority based on cost and other considerations.
Each proposal must satisfy the objectives and requirements detailed in this RFP. The features of the proposal, considered together with its economic and other benefits, will form the basis for the evaluation process.

The successful proposer shall be determined by an evaluation of the total content of the proposal submitted. The Board reserves the right to:

a. Not select any of the proposals.

b. Select only portions of a particular proposer's proposal for further consideration (however, proposers may specify portions of the proposal that they consider "bundled").

c. Award a contract for the requested services at any time within 60 days of the selection of the most advantageous proposal. Every proposal should be valid through this time period.

The Gloucester County Improvement Authority shall not be obligated to explain the results of the evaluation process to any proposer.

The Gloucester County Improvement Authority may require proposers to demonstrate any services described in their proposal prior to award.

4. Award Of The Contract

The successful proposer will be notified, in writing, of the Award of the Contract. The terms of the proposals as submitted by the proposer may be modified as the Gloucester County Improvement Authority reserves the right to negotiate the terms of the proposal with its respective proposer.

The successful Proposer will enter into a Form of Contract (a modified AIA C132-2009) to be prepared by the Board.
5. Proposal Limitations

This RFP is not intended to be an offer, order or contract and should not be regarded as such, nor shall any obligation or liability be imposed on the Gloucester County Improvement Authority by issuance of this RFP. The Authority reserves the right at the Authority's sole discretion to refuse any proposal submitted.

6. Use Of Information

Any specifications, drawings, sketches, models, samples, data, computer programs, documentation, technical or business information and the like ("Information") furnished or disclosed by the Authority to the proposer in connection with this RFP shall remain the property of the Authority.

When in tangible form, all copies of such information shall be returned to the Authority upon request. Unless such information was previously known to the proposer, free of any obligation to keep it confidential, or has been or is subsequently made public by the Authority or a third party, it shall be held in confidence by the proposer, shall be used only for the purposes of this RFP, and may not be used for other purposes except upon such terms and conditions as may be mutually agreed upon in writing.

7. Proprietary Information

Any proposal submitted may become public information. Proprietary information such as client lists and non-public financial statements may be protected under limited circumstances. Pricing and service elements are not considered proprietary. An entire proposal may not be marked as proprietary. Proposers must clearly identify in the proposal any specific proprietary information they request be protected. Proposals may be reviewed and assessed by any person at the discretion of the Authority. All materials submitted become the property of the Authority and may be returned only at the Authority's option.

End of Part III —
STANDARDIZED SUBMISSION REQUIREMENTS AND SELECTION CRITERIA

FAIR AND OPEN PUBLIC SOLICITATION PROCESS FOR PROFESSIONAL SERVICES

FOR

GLOUCESTER COUNTY IMPROVEMENT AUTHORITY
109 BUDD BOULEVARD
WOODBURY, NEW JERSEY 08096
GENERAL INFORMATION

1. Organization Requesting Proposal

Gloucester County Improvement Authority
109 Budd Boulevard
Woodbury, New Jersey 08096

2. Contact Person

Danae Ciociola
Director of Programs
Gloucester County Improvement Authority
dciociola@gcianj.com

3. Purpose of Request

The Gloucester County Improvement Authority is requesting proposals (“RFP”) from qualified firms and individuals to provide certain professional services. Proposals will be evaluated in accordance with the criteria set forth in this RFP. One or more individuals/firms may be selected to provide services.

4. Term of Contract

The term of the contract shall be one (3) years, unless otherwise noted in the detailed description for a particular service.

5. Method of Payment

No payment will be made unless duly authorized by the Owner’s authorized representative and accompanied by proper documentation.

Contract shall be paid in accordance with the contract document upon receipt of an invoice and a properly executed voucher. After approval by the Authority, the payment voucher shall be placed in line for prompt payment. 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. It is also agreed and understood that the acceptance of the final payment by the Contractor shall be considered a release in full of all claims against the Authority arising out of, or by reason of, the work done and materials furnished under the contract.

6. Standard Requirements of Technical Proposal

Proposers should submit a technical proposal which contains, at a minimum, the following information:

A. The name of the proposer, the principal place of business and, if different, the place where the services will be provided.
B. The age of the proposer’s firm, and the average number of employees over the past three years.

C. The education, qualifications, experience, and training of all persons who would be assigned to provide services, along with their names and titles.

D. A listing of all other engagements where services of the types being proposed were provided in past ten (5) years. This should include other governmental and quasi-governmental experience. Contact information for the recipients of similar services must be provided. The Authority may obtain references from any of the parties listed.

E. A detailed plan for the provision of the proposed services.

F. Insurance Requirements:

SEE RFP-Vendor shall include a certificate of insurance evidencing the above-captioned coverage in their proposal.

G. Proof of any necessary license of certification from the State of New Jersey for all professionals who may be assigned to this engagement.

H. A description of the proposer’s office location and an explanation of the proposer’s availability, if applicable, for meetings, conferences, and training.

I. Completed Non-Collusion Affidavit (attached)

J. Completed Stockholder Disclosure Certification (attached).

K. Completed Certification Regarding Debarment, etc. (attached)

L. A copy of proposer’s Business Registration Certificate.

M. An Affirmative Action statement (see Mandatory Equal Employment Opportunity Language attached).

Please take note the dates on your insurance, certifications, and forms. If it expires during your service you must update us with your renewals.

7. Specialized Requirements of Technical Proposal

NOTE: Supplemental information may be requested and an interview may be required

A. Cost Proposal – Proposers should submit a cost proposal which would include any proposed retainer, the services to be provided under such retainer, hourly rates, etc. The Authority does not provide payment or reimbursement for travel expenses.

B. Discussions with Proposers – An oral presentation by a proposer to clarify a proposal may be required, at the sole discretion of the Authority. However the Authority may award a
contract based on the initial proposals received without discussion with the proposer. If oral presentations are required, they will be scheduled after the submission date for the proposals. No compensation will be made to the proposer for making the presentation.

C. Proposal Evaluation – The Authority will select the proposal that is most advantageous based upon all evaluation factors set forth in this RFP. However cost is important to the Authority. The Authority may, if deemed useful, attempt to negotiate an acceptable fee with the most qualified proposer. If negotiations do not produce a fee in the best interest of the Authority, it will negotiate with the next most qualified proposer and so forth until an agreement is reached that is in the best interest of the Authority based upon cost and other factors. The Authority may determine to contract with more than one firm.

Each proposal must satisfy the objectives and requirements detailed in this RFP (including the Standardized Criteria and Technical Job Description). The features of the proposal, considered together with its economic and other benefits, will form the basis for the evaluation process.

The successful proposer shall be determined by an evaluation of the total content of the proposal submitted and any other information requested. The Authority reserves the right to:

1) Not select any proposals.

2) Select only portions of a particular proposal for further consideration. However proposers may specify portions of the proposal that they consider bundled and not separable.

3) Award a contract for the requested services at any time within 60 days of the selection of the most advantageous proposal. Every proposal shall be valid through this time period.

The Authority shall not be obligated to explain the results of the evaluation process to any proposer.

Prior to award the Authority may require proposers to demonstrate any service described in their proposal.

D. Proprietary Information – The successful proposal becomes public information. Proprietary information such as client lists and non-public financial statements can be protected under limited circumstances. Pricing and service elements are not considered proprietary. An entire proposal may not be marked as proprietary. Proposers must clearly identify in the proposal any specific proprietary information they request be protected. Proposals may be reviewed and assessed by any person at the discretion of the Authority. All materials submitted become the property of the Authority and may be returned only at the Authority’s option.

E. Proposal Limitations – This RFP is not intended to be an offer, order or contract and should not be regarded as such, nor shall any obligation or liability be imposed on the Authority by issuance of this RFP. The Authority reserves the right at the Authority’s sole discretion to refuse any proposal submitted.

F. Use of Information – Any specifications, drawings, sketches, models, samples, data, computer programs, documentation, technical or business information and the like (“Information”) furnished or disclosed by the Authority to the proposer in connection with this RFP shall remain the property of the Authority. When in tangible form, all
copies of such information shall be returned to the Authority upon request. Unless such information was previously known to the proposer, free of any obligation to keep it confidential, or has been or is subsequently made public by the Authority or a third party, it shall be held in confidence by the proposer, shall be used only for the purposes of this RFP, and may not be used for other purposes except upon such terms and conditions as may be mutually agreed upon in writing.

8. Proposal Submission Requirements

A. One (1) original signed proposal, along with four (4) additional copies shall be submitted.

B. All submissions shall be in a sealed envelope with the name/title of the professional service being proposed printed on the outside of the envelope.

C. Submissions may be mailed, or hand-delivered to the following address:

Gloucester County Improvement Authority
Danae Ciociola
Director of Programs
Fair and Open/Port CM
Gloucester County Improvement Authority
dciociola@gcianj.com

Office hours are Monday through Friday, 8:30 AM to 4:30 PM, holidays excepted.

NO e-mailed or faxed submissions will be accepted.

9. General Terms and Conditions

A. The Authority reserves the right to reject any or all proposals, if necessary, or to waive any informality in the proposals, and unless otherwise specified by the proposer, to accept any item, items or services in the proposals should it be deemed in the best interest of the Authority to do so.

B. In case of failure by the successful proposer, the Authority may procure the articles or services from other sources, deduct the cost of the replacement from money due to the proposer under the contract, and hold the proposer responsible for any excess cost occasioned thereby.

C. The Proposer or subcontractor, where applicable, shall be responsible for, shall keep, save and hold the Authority harmless from, shall indemnify and shall defend the Authority against any claim, loss, liability, expense (specifically including but not limited to costs, counsel fees and/or experts' fees), or damage resulting from all mental or physical injuries or disabilities, including death, to employees or recipients of the proposer's services or to any other persons, or from any damage to any property sustained in connection with this contract which results from any acts or omissions, including negligence or malpractice, of any of its officers, directors, employees, agents, servants or independent contractors, or from the proposer’s failure to provide for the safety and protection of its employees, or from proposer's failure to perform or failure to perform pursuant to the terms and provisions of this Contract. The proposer's liability under this agreement shall continue after the termination of this agreement with respect to any liability, loss, expense or damage resulting from acts occurring prior to termination.
D. The proposer shall maintain sufficient insurance to protect against all claims under Workmen's Compensation, General and Automobile Liability and shall be subject to approval for adequacy of protection.

E. Each proposal must be signed by the person authorized to do so.

F. Where applicable, payments will be made upon the approval of vouchers submitted by the successful proposer in accordance with the requirements of the Authority and subject to the Board of Commissioners standard procedures.

G. The Authority is exempt from any State sales tax or Federal excise tax. In submitting its proposal, the proposer certifies that its total base proposal does not include any NJ State Sales Tax.

H. The contract shall be in effect for one (1) year from date of award unless otherwise stated.

I. Proposals may be hand delivered or mailed consistent with the provisions of the legal notice to proposers. In the case of mailed proposals, the Authority assumes no responsibility for proposals received after the designated date and time and will return late proposals unopened.

J. All services shall be performed within the United State of America.

K. All proposals submitted shall include in the price any applicable permits or fees required by any other government entity that has jurisdiction to require the same.

L. By submission of the proposal, the proposer certifies that the service to be furnished will not infringe upon any valid patent, trademark or copyright and the successful proposer shall, at its expense, defend any and all actions or suits charging such infringement, and will save the Authority harmless in any case of any such infringement.

M. No proposer shall influence, or attempt to influence or cause to be influenced, any Authority officer or employee to use his/her official capacity in any manner which might tend to impair the objectivity or independence of judgment of said officer or employee.

N. No proposer shall cause or influence, or attempt to cause or influence, any Authority officer or employee to use his/her official capacity to secure unwarranted privileges or advantages for the proposer or any other person.

O. Should any difference arise between the contracting parties as to the meaning or intent of these instructions or specifications, the Authority purchasing agent's decision shall be final and conclusive.

P. The Authority shall not be responsible for any expenditure of monies or other expenses incurred by the proposer in making its proposal.

Q. Any prospective proposer who wishes to challenge a proposal specification shall file such challenges in writing with the Authority Representative no fewer than five (5) business days prior to the opening of the proposals. Challenges filed after that time shall be considered void and have no impact on the contracting unit or the award of the contract.

R. The checklist, affidavits, notices and the like presented at the end of this Request for Proposal are a part of this Request for Proposal and shall be completed and submitted as part of this proposal.
GLOUCESTER COUNTY IMPROVEMENT AUTHORITY
REQUEST FOR PROPOSAL CHECKLIST

This checklist must be completed and submitted with your proposal. A proposal submitted without the required documents is cause for rejection.

<table>
<thead>
<tr>
<th>Required by Owner (if checked)</th>
<th>Submission Requirement</th>
<th>Initial each required entry submitted</th>
</tr>
</thead>
<tbody>
<tr>
<td>X</td>
<td>Non-Collusion Affidavit</td>
<td></td>
</tr>
<tr>
<td>X</td>
<td>Stockholder Disclosure Certification</td>
<td></td>
</tr>
<tr>
<td>X</td>
<td>Certification Regarding Debarment, etc.</td>
<td></td>
</tr>
<tr>
<td>X</td>
<td>Certificate of Insurance</td>
<td></td>
</tr>
<tr>
<td>X</td>
<td>Proof of Business Registration</td>
<td></td>
</tr>
<tr>
<td>X</td>
<td>Affirmative Action Statement</td>
<td></td>
</tr>
<tr>
<td>X</td>
<td>One (1) Original Signed Copy and two (2) Additional Copies of Complete Proposal</td>
<td></td>
</tr>
<tr>
<td>X</td>
<td>Authorized Signatures on All Forms</td>
<td></td>
</tr>
<tr>
<td>X</td>
<td>Affirmative Action Compliance Notice</td>
<td></td>
</tr>
<tr>
<td>X</td>
<td>W-9 Form</td>
<td></td>
</tr>
</tbody>
</table>

Company Name________________________________________________________

Prepared by: ___________________________________________________________(printed/typed name)

Signature: _____________________________________________________________

Date: __________________________

Contract Contact Person: _____________________________________________

Address: ____________________________________________________________

Telephone Number: ______________________________

Fax Number: ______________________________

E-Mail Address (if any): _____________________________________________

Professional Service you are putting in for: __________________________

26
NON-COLLUSION AFFIDAVIT

STATE OF
:

AUTHORITY OF
)

I, ________________________________

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

________________________________________________

(Title)

of the firm of ________________________________

the Bidder, making the Bid for the following project: ________________________________

that I executed the said Bid, 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
Bid and in this affidavit are true and correct, and made with full knowledge that the Gloucester County
Improvement Authority relies upon the truth of the statements contained in said Bid 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 selling agencies maintained by ________


(name of contractor)

________________________________________

(Signature)

________________________________________

(Type or print name of affiant)

Subscribed and sworn to before me this
_____ day of _________________, 20_____.

________________________________________

Notary Public, State of

My commission expires ________________.
STOCKHOLDER DISCLOSURE CERTIFICATION

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: _______________________
____________________________________

Name: _____________________________ Name: _____________________________
Home Address: _______________________
____________________________________

Name: _____________________________ Name: _____________________________
Home Address: _______________________
____________________________________

Name: _____________________________ Name: _____________________________
Home Address: _______________________
____________________________________

Name: _____________________________ Name: _____________________________
Home Address: _______________________
____________________________________

(Signature)

(Type or print name of affiant)

Subscribed and sworn to before me this [SEAL]
_____ day of _________________, 20_____

________________________________________
Notary Public, State of
My commission expires ________________.
CERTIFICATION REGARDING THE DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION – LOWER TIER COVERED TRANSACTIONS

I am __________________________ of the firm of __________________________

(________)(your title)(________)(name of organization)

________________________
(address of your organization)

CHOOSE ONE OF THE FOLLOWING

( ) A. I hereby certify, on behalf of __________________________

(________)(name of organization)

that neither it nor its principals are debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal, state or local department or agency.

( ) B. I am unable to certify to any of the statements set forth in this certification. I have attached an explanation to this form.

________________________
(signature)

________________________
(print/type name & title)

________________________
(date)
CERTIFICATE OF INSURANCE FORM

Prior to award of contract, a copy of the all required certificates of insurance must be presented to the Authority.

Professional liability insurance shall be provided with a limit not less than $1,000,000 per claim and shall be in force during the life of the contract;

Vendor shall include a certificate of insurance evidencing the above-captioned coverage in their proposal.

Acknowledgement of Insurance Requirement:

______________________________________________
Signature

______________________________________________
Printed Name and Title

______________________________________________
Date
Registering A Business with the New Jersey Department of the Treasury

Business organizations or individuals doing business in New Jersey are required to register with the Department of the Treasury, Division of Revenue. Registration is free and is a one-time action – there are no fees to register. However, you should update your contact and tax eligibility information as needed. Registration is required to conduct most business with any state, Authority, municipal, local board of education, charter school, Authority college, authority, or state college or university. The contracting agency may be required to have a copy of the “proof of registration certificate” submitted as part of a public bid or prior to issuing a purchase order.

To register: Businesses must complete Form NJ-REG and submit it to the Division of Revenue. The form can be filed form online or by mailing a paper form to the Division. Online filing is strongly encouraged.

- Register online at www.nj.gov/treasury/revenue/taxreg.htm. Click the “online” link and then select “Register for Tax and Employer Purposes.”
- Download the paper form and instructions at www.nj.gov/treasury/revenue/revprnt.htm.
- Call the Division at 609-292-9292 to have a form mailed to you.
- Write to the Division at: Client Registration Bureau, PO Box 252, Trenton, NJ 08646-0252.

Note: If you operate a corporation, limited partnership, limited liability company or limited liability partnership, before registering, you must obtain legal authority to operate in the State of New Jersey. Generally, this is accomplished by filing an original business certificate with the Division of Revenue, such as a Certificate of Incorporation or Formation. For more information on this subject, visit www.nj.gov/treasury/revenue/filecerts.htm, or call 609-292-9292.

Registering as an individual: There is a simplified registration process for individuals doing business with any New Jersey government agency. The form (NJ-REG-A) may be on the back of this form. If not, it can be downloaded from the web at www.nj.gov/treasury/revenue/pdforms/rega.pdf. To obtain a copy by mail, call 609-292-9292, or write to the Division at the Client Registration Bureau, PO Box 252, Trenton, NJ 08646-0252.

Questions about the registration process? Call 609-292-9292 or submit by e-mail at www.nj.gov/treasury/revenue/revcontact.html.

How do I receive the proof of registration certificate?

- New registrants. When completing Form NJ-REG, make sure you answer “Yes” to the contractor/sub-contractor question (Online - Item 17; Paper Form - Item 18). The Division of Revenue will mail the certificate to the mailing address you supply on your registration form.

- Previously Registered Businesses. Call 609-292-9292 and select option 3. The Division of Revenue’s service agents will take your order and mail you a certificate. Please allow 7 to 10 working days to receive your certificate. Alternately, you may visit the Division’s Client Registration Bureau in person and request a certificate. The address is 847 Roebling Avenue, Trenton, NJ 08611. Service desk hours are 8:30am to 4pm, weekdays, excluding holidays.

What information does the proof of registration contain? The certificate displays the following information: Business Name, Trade Name (If Applicable), Tax Payer ID (Usually the Employer Identification Number), Business Address, Contractor Certification Number (State Issued), Certification Issuance Date, Effective Date (Business Start Date Entered on Form NJ-REG).
MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE
(N.J.S.A. 10:5-31 et seq. / N.J.A.C. 17:27)

GOODS, PROFESSIONAL SERVICE AND GENERAL SERVICE 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 or sex. Except with respect to affectional or sexual orientation, the contractor will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation or sex. Such action 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 for the 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 or sex.

The contractor or subcontractor, where applicable, will send to each labor union or representative or workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under this act 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 employ minority and women workers consistent with the applicable Authority employment goals established in accordance with N.J.A.C. 17:27-5.2 or a binding determination of the applicable Authority employment goals determined by the Division, pursuant to N.J.A.C. 17:27-5.2.
Gloucester County Improvement Authority
Request for Proposal for Construction Management Services

The contractor or subcontractor 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, creed, color, national origin, ancestry, marital status, affectional or sexual orientation 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 applicable 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, creed, color, national origin, ancestry, marital status, affectional or sexual orientation 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
- Employee Information Report Form AA302

The contractor and its subcontractors shall furnish such reports or other documents to the Division of Contract Compliance and EEO 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 Contract Compliance & EEO for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code at N.J.A.C. 17:27.

http://www.state.nj.us/treasury/purchase/forms/inf016.pdf
AFFIRMATIVE ACTION COMPLIANCE NOTICE
N.J.S.A. 10:5-31 and N.J.A.C. 17:27

GOODS AND SERVICES CONTRACTS
(INCLUDING PROFESSIONAL SERVICES)

This form is a summary of the successful bidder’s requirement to comply with the requirements of N.J.S.A. 10:531 and N.J.A.C. 17:27-1 et seq.

The successful bidder shall submit to the public agency, after notification of award but prior to execution of this contract, one of the following three documents as forms of evidence:

(a) A photocopy of a valid letter that the contractor is operating under an existing Federally approved or sanctioned affirmative action program (good for one year from the date of the letter);

OR

(b) A photocopy of a Certificate of Employee Information Report approval, issued in accordance with N.J.A.C. 17:27-4;

OR

(c) A photocopy of an Employee Information Report (Form AA302) provided by the Division and distributed to the public agency to be completed by the contractor in accordance with N.J.A.C. 17:27-4.

The successful vendor may obtain the Affirmative Action Employee Information Report (AA302) from the contracting unit during normal business hours.

The successful vendor(s) must submit the copies of the AA302 Report to the Division of Contract Compliance and Equal Employment Opportunity in Public Contracts (Division). The Public Agency copy is submitted to the public agency, and the vendor copy is retained by the vendor.

The undersigned vendor certifies that he/she is aware of the commitment to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27.1 et seq. and agrees to furnish the required forms of evidence.

The undersigned vendor further understands that his/her bid shall be rejected as non-responsive if said contractor fails to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27-1 et seq.

COMPANY: ___________ SIGNATURE: ___________
PRINT NAME: ___________ TITLE: ________________
DATE: ___________
AMERICANS WITH DISABILITIES ACT OF 1990
Equal Opportunity for Individuals with Disability

The contractor and the Gloucester Authority Improvement Authority, (hereafter “owner”) do hereby agree that the provisions of Title 11 of the Americans With Disabilities Act of 1990 (the "Act") (42 U.S.C. §12101 et seq.), which prohibits discrimination on the basis of disability by public entities in all services, programs, and activities provided or made available by public entities, and the rules and regulations promulgated pursuant there unto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the owner pursuant to this contract, the contractor agrees that the performance shall be in strict compliance with the Act. In the event that the contractor, its agents, servants, employees, or subcontractors violate or are alleged to have violated the Act during the performance of this contract, the contractor shall defend the owner in any action or administrative proceeding commenced pursuant to this Act. The contractor shall indemnify, protect, and save harmless the owner, its agents, servants, and employees from and against any and all suits, claims, losses, demands, or damages, of whatever kind or nature arising out of or claimed to arise out of the alleged violation. The contractor shall, at its own expense, appear, defend, and pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the owner’s grievance procedure, the contractor agrees to abide by any decision of the owner which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the owner, or if the owner incurs any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the contractor shall satisfy and discharge the same at its own expense.

The owner shall, as soon as practicable after a claim has been made against it, give written notice thereof to the contractor along with full and complete particulars of the claim. If any action or administrative proceeding is brought against the owner or any of its agents, servants, and employees, the owner shall expeditiously forward or have forwarded to the contractor every demand, complaint, notice, summons, pleading, or other process received by the owner or its representatives.

It is expressly agreed and understood that any approval by the owner of the services provided by the contractor pursuant to this contract will not relieve the contractor of the obligation to comply with the Act and to defend, indemnify, protect, and save harmless the owner pursuant to this paragraph.

It is further agreed and understood that the owner assumes no obligation to indemnify or save harmless the contractor, its agents, servants, employees and subcontractors for any claim which may arise out of their performance of this Agreement. Furthermore, the contractor expressly understands and agrees that the provisions of this indemnification clause shall in no way limit the contractor’s obligations assumed in this Agreement, nor shall they be construed to relieve the contractor from any liability, nor preclude the owner from taking any other actions available to it under any other provisions of the Agreement or otherwise at law.
**BASIS OF AWARD**
(To be completed by GCIA evaluation committee)

<table>
<thead>
<tr>
<th>EVALUATION FACTORS</th>
<th>SCORE</th>
</tr>
</thead>
<tbody>
<tr>
<td>Points awarded will be based on the information contained in the technical proposal, any supplemental information obtained and information gathered during the interview, if one is conducted. Total possible points to be earned in each category are shown.</td>
<td></td>
</tr>
<tr>
<td>A. Proposal contains all required checklist information</td>
<td>5 points</td>
</tr>
<tr>
<td>B. Relevance and Extent of Qualifications, Experience, and Training of Personnel to be assigned</td>
<td>25 points</td>
</tr>
<tr>
<td>C. Relevance and Extent of Similar Engagements performed</td>
<td>25 points</td>
</tr>
<tr>
<td>D. Plan for performing engagement is realistic, thorough, and demonstrates knowledge of requirements and personnel availability</td>
<td>25 points</td>
</tr>
<tr>
<td>E. Reasonableness of Cost Proposal</td>
<td>20 points</td>
</tr>
<tr>
<td>TOTALS</td>
<td></td>
</tr>
</tbody>
</table>