



**REQUEST FOR PROPOSALS FOR
PROJECT MANAGEMENT SERVICES for the
BATTLESHIP NEW JERSEY DRY DOCKING PROJECT**

EXTENDED DEADLINE – Tuesday, September 19, 2023, 11:00 a.m. EST

1.0 PURPOSE

The intent of this Request For Proposals and resulting contract is to obtain Project Management Services for the Home Port Alliance for the USS New Jersey's (HPA's) Battleship New Jersey Dry Docking Project to include assisting with the organizing, planning, and executing of the various tasks necessary to prepare the ship and pier facilities for the ship's tow to and from the dry dock; identify any regulatory compliance requirements; and provide consultation on the overall components of the Dry Docking Program.

Firms responding to this Request For Proposals should have extensive experience and a knowledgeable background and qualifications in the provision of the services described herein.

2.0 BACKGROUND INFORMATION

Every 20 years, inactive naval ships should undergo a dry docking. In dry dock, a ship is removed from the water to enable work to be performed on the exterior part of the ship below the waterline. The Battleship New Jersey is now in its 32nd year since her last dry docking. The HPA will be signing a contract with Philadelphia Ship Repair to drydock, and the ship will be towed across the river to Dry-Dock #3, where she was first constructed in the 1940's. North Atlantic Ship Repair's Dry-Dock Number 3 is the preferred location to perform this necessary maintenance for a number of reasons. This is where the ship was originally built from 1940-1943 and reactivated from 1967-1968. It is also one of the very few dry-docks capable of handling a 57,000-ton twin skeg vessel and by far the closest.

To prepare the ship for the tow to dry dock and for the ship's return to the pier in Camden, a variety of tasks must be planned and executed on a timely schedule. Those tasks include, but not limited to, address the disconnection/connection of utilities (electric, sewer, water, data), gangways, dismantling and reinstalling the antennae (air draft restriction under the Walt Whitman Bridge), dewatering tanks, addressing anchor chains and spring lines, cathodic protection system, adjusting the trim of the ship, installation of a temporary brow/gangway, and other essential elements and tasks. It is anticipated the dry docking will be scheduled for January 2024 for a duration of 60 days in dry dock. The battleship is expected to return to its pier in Camden by March 2024, when all services, utilities, and systems will need to be reconnected and tested.

3.0 COMPLIANCE WITH LAWS

The successful firm(s) shall comply with all applicable federal, state and local statutes, rules and

regulations.

4.0 PROCEDURE FOR RESPONDING TO REQUEST FOR PROPOSALS

4.1 SUBMISSION OF PROPOSALS

One (1) electronic version of the Proposal, INCLUSIVE OF ALL INFORMATION required, Proposal Requirements should be provided. Proposals must be provided to the attention of Jay Jones, Director of Operations, and sent via electronic mail to j.jones@battleshipnewjersey.org. **EXTENDED DEADLINE:** Proposals are due no later than **11:00 am EST on Tuesday, September 19, 2023**.

Final selection of firm(s) shall be made by the Home Port Alliance for the USS New Jersey, Inc. Board of Trustees by formal resolution. Contract(s) for services will be HPA.

4.2 QUESTIONS REGARDING REQUEST FOR PROPOSALS

Any questions regarding this Request For Proposals should be made in writing to Jay Jones, Director of Operations, j.jones@battleshipnewjersey.org.

4.3 ACCEPTANCE OF OFFER

The signed proposal shall be considered an offer on the part of the offeror. Such offer shall be deemed accepted upon execution of a signed contract.

5.0 INSURANCE

Prior to commencing work under contract, the successful firm(s) shall furnish the HPA with a certificate of insurance as evidence that it has procured the insurance coverage required herein. This coverage must be provided by a carrier approved by the HPA and rated appropriately through A.M. Best. Firms must give the HPA a thirty-day notice of cancellation, non-renewal or change in insurance coverage.

The successful firm(s) shall provide and maintain the following minimum limits of insurance coverage during the period of performance required under the contract resulting from this Request For Proposals and provide proof of same by supplying a certificate of insurance naming the HPA as additional insured with the signed contract. The notice to proceed and/or purchase order will not be issued by the HPA until the certificate of insurance is provided with the signed contract.

General Insurance Requirements

1. The Firm 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.
2. 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 Firm.
3. No acceptance and/or approval of any insurance by the HPA shall be construed as relieving or excusing the Firm from any liability or obligation imposed upon either or both of them by provisions of the Contract.

4. Any deductibles or retention's of (\$5,000) or greater shall be disclosed by the Firm, and are subject to HPA's written approval. Any deductible or retention amounts elected by the Firm or imposed by the Firm's insurer(s) shall be the sole responsibility of the Firm.
5. All insurance coverage shall be with AM Best's A- or better insurance companies licensed to do business in the State of New Jersey.
6. Insurance provided to the HPA as specified herein 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.

Professional Service Contractor Liability Insurance Requirements

The Firm shall carry 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 Firm 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:
 - \$1,000,000 each accident for bodily injury by accident;
 - \$1,000,000 each employee for bodily injury by disease; and
 - \$1,000,000 policy limit for bodily injury by disease.
 4. Professional Liability: Firms (such as, but not limited to Architects, Engineers, Attorneys, Physicians, and Risk Management Consultants) shall provide the HPA 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 with minimum limits of:

\$5,000,000 per occurrence;

\$5,000,000 aggregate for other than products/completed operations and auto liability; and

\$5,000,000 products/completed operations aggregate.

6.0 INDENIFICATION

The Firm will protect, defend, indemnify and hold harmless the HPA from and against any and all losses, penalties, damages, settlements, costs, charges, professional fees or other expenses or liabilities arising out of or resulting from the performance of the work or the completed operations provided that any such claims, damage, loss or expense is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of the tangible property including the loss of the use resulting there from; and is caused in whole or in part by any negligent or willful act or omission of the Firm, Subcontractor(s), Sub-subcontractor(s), and anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable.

In any and all claims against the HPA or any of their agents or employees, by an employee of the Firm, Subcontractor, or any Sub-subcontractor, or anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, the indemnification obligation shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for any Contractor, Subcontractor or any Sub-subcontractor under Workmen's Compensation Acts, Disability Benefits Acts, or other Employee.

7.0 MISCELLANEOUS REQUIREMENT

HPA will not be responsible for any expenses incurred by any firm in preparing or submitting a proposal. All proposals shall provide a straightforward, concise delineation of the firm's capabilities to satisfy the requirements of this Request For Proposals. Emphasis should be on completeness and clarity of content.

7.1 The contents of the proposal submitted by the successful firm(s) and this Request For Proposals may become part of the contract for these services. The successful firm(s) will be expected to execute said contract with the HPA.

7.2 Proposals shall be signed in ink by the individual or authorized principal of the responding party. Proposals submitted shall be valid for a minimum of 60 days from the date of opening.

7.3 The HPA reserves the right to reject any and all proposals received in accordance with NJ law.

7.4 Any selected firm 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 prior written consent of the HPA.

7.5 Contracts awarded pursuant to this Request For Proposals may be amended to provide for additional work within the scope of activities of the original contract, the need for which may arise or become

apparent after the original contract award, and not for the purpose of undertaking new or different work or projects. Any contract amendment for such additional work must be approved by resolution of the HPA Board of Trustees.

7.6 The selected firm(s) shall be prohibited during the term of its contract from representing any individual or entity in any matter in which an adverse party is the HPA or any officers, employees, departments or subdivisions of any of the aforementioned or in any matter which, in the sole discretion of the HPA, shall constitute a conflict of interest or shall have the appearance of impropriety.

8.0 CRITERIA FOR EVALUATING PROPOSALS

The RFP Committee will independently evaluate each submission and selection will be made upon the basis of the criteria listed below:

8.1 Proven record of experience, including references, in providing the type of services detailed herein, especially prior experience with assisting with similar types of projects, with project management oversight. This is the most important criterion and will be heavily weighted in the HPA's analysis.

8.2 Other relevant knowledge and experience.

8.3 Experience and qualifications of proposed project personnel, especially the responsible lead contact person.

8.4 Pricing, in the form of hourly rates for needed labor classifications.

8.5 Overall quality of the proposal.

The proposal should be as clear and detailed as necessary to convey the firm's capability to perform the services in question. Pricing information should be as clear and unambiguous as possible. The HPA reserves the right to review these proposals and make its determinations based upon the best combination, in its sole judgment, of pricing, experience and overall wherewithal.

9.0 TERM & TERMINATION

The Term of agreement shall be for approximately 8 months commencing on/about September 30, 2023.

The HPA may terminate the agreement for any reason upon thirty (30) days written notice to the firm. In this event, the HPA shall only be responsible for payment up to the effective date of termination.

10.0 PROPOSAL REQUIREMENTS

FORMAT

To assure consistency, responses must conform to the following format:

- A. Scope of Services
- B. Resume

- C. Facilities
- D. Conflict of Interest
- E. Fees
- F. Form of Contract
- G. Other Information
- H. Business Registration Certificate at the time the proposal is submitted.
- I. Certification Regarding Debarment & Suspension and Other Responsibility Matters

All sections are to be addressed and specifically referenced. The following explains what is expected in each of the major sections.

SECTION A - SCOPE OF SERVICES

1. Project Initiation Phase:
 - a. Define the project's scope, objectives, and deliverables in consultation with HPA.
 - b. Develop a project charter outlining project goals, key stakeholders, and initial project plan.
 - c. Create a project schedule and resource allocation plan.
2. Project Planning Phase:
 - a. Develop a detailed project plan that includes tasks, milestones, dependencies, and timelines.
 - b. Define project roles and responsibilities for team members and stakeholders.
 - c. Establish project communication plan, including reporting frequency and communication channels.
 - d. Create a budget, including cost estimates and financial tracking mechanisms.
3. Project Execution Phase:
 - a. Monitor project progress against the established project plan and timelines.
 - b. Coordinate with project team members, ensuring tasks are being completed as scheduled.
 - c. Consult on risk management and address any emerging issues promptly.
 - d. Manage project scope by assessing and controlling changes through a formal change request process.
 - e. Maintain clear and consistent communication with stakeholders, providing regular updates on project status.
 - f. Ensure quality control processes are in place and executed to meet project requirements.
4. Project Monitoring and Control Phase:
 - a. Continuously track project performance against key performance indicators (KPIs) / schedule.
 - b. Identify and address any deviations from the project plan, recommending corrective actions as needed.
 - c. Monitor project risks and assess the need for a risk management plan as new risks arise or existing ones evolve.
 - d. Manage and resolve conflicts within the project team or between stakeholders.
 - e. Maintain accurate project documentation, including meeting minutes, progress reports, and change requests.
5. Project Closure Phase:

- a. Conduct a formal project review to evaluate project success against initial objectives.
 - b. Ensure all project deliverables have been completed and meet the required quality standards.
 - c. Obtain formal approval from stakeholders for project closure.
 - d. Organize a project closure meeting to gather feedback and lessons learned from team members and stakeholders.
 - e. Prepare and distribute a final project report, summarizing project achievements, challenges, and outcomes.
 - f. Archive project documentation and transfer knowledge to relevant parties for future reference.
6. Additional Services:
- a. Provide training or support for end-users if the project involves implementing a new system or process.

This scope of services outlines the key activities and responsibilities that the project management team will undertake to successfully plan, execute, monitor, and close the project while ensuring effective communication and stakeholder engagement throughout the project lifecycle. The specific details of each phase and the level of involvement will be tailored to the unique requirements of the project.

SECTION B - RESUME

This section shall address areas as outlined:

Name and address of your firm and the corporate officer authorized to execute agreements.

1. Briefly describe your firm's history, ownership, organizational structure, location of its management, and licenses to do business in the State of New Jersey.
2. Describe in general your firm's regional, statewide, and local service capabilities.
3. Provide and identify the names, experience, qualifications, and applicable licenses held by the individual primarily responsible for servicing the HPA and any other person(s), whether as employees or subcontractors, with specialized skills that would be assigned to service the HPA.
4. Provide a listing of clients with which you have similar contracts; include the name, address and telephone number of the contact person.
5. Provide a statement that your firm will comply with the insurance coverage requirement as set forth in Section 5.0 of this RFP.

Provide a statement of assurance to the effect that your firm is not currently in violation of any regulatory rules and regulations that may have an impact on your firm's operations.

SECTION C - FACILITIES

This section should disclose any potential conflicts of interest that the firm may have in performing these services for HPA.

SECTION D - CONFLICT OF INTEREST

This section should disclose any potential conflicts of interest that the firm may have in performing these services for HPA.

SECTION E - FEES

This section should address:

1. A cost breakdown should be provided which demonstrates that costs shall be incurred on a cost plus fixed fee basis, not lump sum basis.
2. Any fees for non-hourly costs or services which would be chargeable to the HPA should also be noted.

Note: The HPA reserves the right to negotiate fees with any or all Firms meeting the evaluation criteria set forth herein.

SECTION F – FORM OF CONTRACT

The HPA will supply the form of contract which will incorporate the terms and conditions of the within document and the successful firm's proposal, fees and costs. The Firm may not vary the material terms of this document or include its own version of the contract with its proposal.

Contracts awarded pursuant to this Request For Proposals may be amended to provide for closely related services, the need for which may arise or become apparent after the original contract award. Any contract amendment for closely related services must be approved by the HPA.

SECTION G – OTHER INFORMATION

This section is for any further pertinent data and information not included elsewhere in the RFP and found necessary by your firm.

SECTION H – BUSINESS REGISTRATION CERTIFICATE

Prior entering into a contract, the Firm and each subcontractor is required to have a valid Business Registration Certificate on file with the Division of Revenue and Enterprise Services within the Department of the Treasury.

The Firm shall provide the HPA with its proof of business registration and that of any named subcontractor(s). Subcontractors named in a bid or proposal shall provide proof of business registration to the bidder, who in turn, shall provide it to the HPA prior to the time of contract, purchase order, or another contracting document is awarded or authorized.

SECTION I – CERTIFICATE REGARDING DISBAREMENT OR SUSPENSION OR OTHER RESPONSIBILITY MATTERS

The Firm will include the below completed certificate within the proposal.

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 29 CFR Part 98, Section 98.510, titled Participants' Responsibilities. The Regulations were published as Part VII of the May 26, 1988 Federal Register (pages 19160-19211).

The prospective primary participant certifies to the best of his / her knowledge and belief, that its principals:

- a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
- b. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (b) of this certification;
- d. Have not within a three-year period preceding this application / proposal had one or more public transactions (federal, state, or local) terminated for cause of default.
- e. Acknowledge that all sub-contractors selected for this project must be in compliance with paragraphs (1) (a – d) of this certification.

Name and Title of Authorized Agent

Date

Signature of Authorized Agent

_____ I am unable to certify to the above statements. My explanation is attached.