

**IB.01 STATEMENT OF WORK:**

**Location:**

The gently sloping site of the existing Colts Neck Township Police & Court Building, at 124 Cedar Drive, Colts Neck Township, Monmouth County, New Jersey.

**Brief Project Description:**

This project consists of the construction of a new 2-story Municipal Building containing a total of approximately 16,000 GSF, plus associated site improvements.

Due to the building's proximity to a pond and the fact that some of its foundation work will take place near water level, construction of the building's foundations will be complicated. The building will have a reinforced concrete mat foundation and a concrete topping slab. The superstructure will consist of a structural steel frame with a composite slab throughout the Second Floor and in the equipment wells on the roof. The perimeter of the foundation will be insulated with extruded polystyrene boards. The skin of the building will be comprised of a 4" decorative brick veneer anchored either to insulated gypsum-sheathed heavy-gauge engineered steel studs walls or to reinforced concrete block backup walls with seismic-resistant masonry anchors. Lintels, copings, water tables, sills, and quoins will be cast stone.

High-slope roofing will consist of shingle roofing with snowguards; low-slope roofing will consist of EPDM over high-performance tapered and untapered polyisocyanurate insulation. Windows will be aluminum-clad wood with simulated divided lites, glazed with high-performance insulated glass. Gutters will be built into the roofs. Classical facade elements, such as column covers, column capitals, column bases, cornices, friezes, and pediments will be glass fiber reinforced plastic fabrications.

Interior partitions will be painted drywall or, at the cellblock and garages, painted reinforced concrete or reinforced concrete block. A cast-in-place concrete ceiling is to be provided at the cellblock. Exterior doors will be raised panel wood or insulated hollow metal. Interior door and window frames will be hollow metal; interior doors will be hollow metal, wood, or raised panel wood. The stairs will be steel pan type with concrete fill and painted steel handrails and guards. The stair in the Lobby will have precast terrazzo tread / riser units. Transaction windows will be aluminum with bullet-resistant glazing.

Finish flooring will include ceramic tile, carpet, sheet vinyl, rubber flooring, vinyl composition tile, monolithic epoxy flooring, and epoxy terrazzo. Suspended ceilings will consist of acoustic tile or gypsum board. The ceilings of the Lobby and Courtroom will be acoustic-type drywall. Toilet rooms will be outfitted with plastic toilet partitions and stainless steel toilet room accessories. Specialties will include insulated roll-up doors, barrier-free finishing hardware, interior signage, property lockers, unit kitchens, cast metal plaques, roll-back type entrance mats, corner guards, and fire extinguisher cabinets. The Contractor will be responsible for installing law-enforcement type personnel lockers that will be furnished by the Owner.

Interior operating systems will include HVAC, plumbing, fire protection, and electrical. The technology infrastructure will consist of a cable plant, data network provisions, voice systems, audiovisual provisions, and a variety of security systems, including electronic access control provisions at selected doors, and surveillance cameras. A lightning protection system is also part of the contract. Two limited-use/limited application elevators are also to be provided, one with 2 stops and 1 with 3 stops.

Sitework will include site utilities, stormwater management, earthwork, concrete curbs and sidewalks, site lighting, site amenities, and landscaping. A large underground tank for storing fire-fighting water is part of the work. The existing Police & Court Building currently on the site will be remediated under a separate Contract prior to the start of the work of the General Contract. Demolition of the remediated building will be one of the first tasks of the General Contractor.

The project will also include modifications and additions to the septic systems serving the new building and the other nearby buildings within the Colts Neck Municipal Complex.

**Instructions to Bidders**

**IB.02 OWNER'S ARRANGEMENTS FOR BIDDING THE WORK:**

- a. Contract Type: Single lump-sum fixed-price General Contract.
- b. Bidding Alternates: As described in the Bid Form.
- c. Unit Prices: As described in the Bid Form.
- d. Allowances: As described in the Bid Form.
- e. Document Availability: Drawings will be available on-line to properly registered firms, who will have the option of arranging for prints at their own expense.
- f. Establishment of Time and Completion of Project: As time is the essence of each Contract, and the Owner and the public will be caused great hardship if the facilities are not completed on schedule, each Bidder does, by submitting a bid for work on a Contract, acknowledge his ability to complete substantially all of his work (including overtime work, and on such Saturdays, Sundays, and Holidays as necessary, within such calendar duration), within the time period stated in the Bid Form for this project.

**IB.03 PREPARATION OF BIDS:**

**a. Interpretation of Documents:**

1. Questions: Discrepancies, omissions, or doubts as to meaning of documents shall be communicated in writing to the Architect using the online document distribution system. **Questions should be received at least fourteen (14) days prior to the date scheduled for the opening of bids. Questions received after that time may not be considered.**
2. Answers: Any interpretation and/or additional clarification made by the Architect will be issued in the form of an Addendum to the documents, which Addendum will be made available to all Bidders through the online document distribution system, with Bidder's acknowledgement required on the Bid Form.
3. Necessity to Question Promptly: All inquiries for interpretation of Specifications and Drawings should be submitted in writing through the online document distribution system by the deadline for questions posted there.
4. Oral Questions and Answers Prohibited: No oral explanation in regard to the meaning of the Documents will be made, and no oral instructions will be given.

**b. Bid Forms:**

1. Copies Furnished: Bid Forms will be available online to registered bidders.
2. Submission of Bids: Bidders shall submit their bids to the Township in accordance with the procedures outlined on the online document distribution system.

**c. Completion and Execution of Bid Forms:**

1. General:
  - (a) Completion of Bid Forms: Bidder shall fill in all blank spaces in Bid Form. Bid shall be submitted on forms furnished, and shall be signed in ink. Erasures or other changes in a Bid must be explained or noted over signature of the Bidder. Bids containing any conditions, omissions, unexplained erasures or alterations, or items not called for in the proposal, or irregularities of any kind, may be rejected by Owner as irregular, incomplete, and not in compliance with the Instructions to Bidders.
  - (b) Form of Signature of Bidder: The firm, corporate, or individual name of Bidder must be signed in space provided for signatures on Bid Form. In case of corporation, state the title of the authorized officer signing the bid. In case of partnership, the bid should be executed by at least one of the firm's partners. In case of an individual, use term "doing business as", or "sole Owner", if applicable.

(c) **Qualification of Foreign Corporation:** A corporation not organized in State of New Jersey must, as a condition to an award of Contract to it as the lowest bidder, furnish proof that it has qualified under Laws of New Jersey to do business in this State.

2. **Bid Bond:** Each Bid must be accompanied by either:

- (a) Bid Bond or
- (b) by a cashier's check or a certified check payable to **Colts Neck Township**.

The Bid Bond shall act as a guarantee that if the Contract or Agreement is awarded to the Bidder that it will enter into a Contract therefor. The Surety company is subject to review and approval by the **Colts Neck Township**. The amount to be deposited shall be 10% of the total amount bid, but shall not exceed \$20,000. Within ten (10) days after the bids are opened, all bid security except for the security of the three (3) lowest bidders shall be returned, unless otherwise requested by the bidder. Within three (3) days after sixty (60) days from the date that bids are received, or any extension thereof, and provided that the bid has not been awarded, the bid security of the three lowest bidders shall also be returned, except as otherwise set forth in this Section. Within three (3) days after the awarding and signing of the Contract and the approval of the contractor's performance bond, the bid security of the remaining unsuccessful bidders shall be returned to them. The successful Bidder on the Contract shall be prepared to execute the Contract Agreement and the required Contract Bond (Performance, Payment, Completion, and Maintenance Bond) in the full amount of the Contract, within seven (7) calendar days after Award of the Contract. The successful Bidder on the Contract shall also furnish the required Certificate of Insurance within seven (7) calendar days after notification of acceptance of the Bid.

3. **Consent of Surety:** All Bidders are required to submit with their bid, an unconditional guarantee certificate from a surety company authorized to do business in the State of New Jersey and satisfactory to the Township, stating that it will provide the Contractor if awarded a contract for the Project, with a performance and payment bond in the amount of 100% of the Contract Sum for the faithful performance of all provisions relating to the performance of the Contract with the Township during the course of construction, and including the guarantees required under Article 12 of Chapter 44 of Title 2A of the New Jersey Statutes. *Submission of a Consent of Surety which contains any prior conditions upon the Surety's issuance of the required Bonds (other than the award of the contract) may be cause for rejection of the Bid.*
4. **Affidavit of Non-Collusion:** Affidavit of Non-Collusion, in the form annexed to Bidding Documents, shall be completed, executed, notarized and submitted with the Bid.
5. **Ownership Disclosure Statement:** The Bidder shall submit with its Bid, a statement setting forth the names and addresses of all stockholders or owners in the corporation, partnership, or other business entity bidding who own ten percent (10%) or greater interest therein. If one or more such stockholder or partner is itself a corporation, partnership or other business entity, the Bidder shall submit further disclosures for such entity pursuant to the law. A form of Ownership/Stockholder Disclosure is included herewith.
6. **Bidder Disclosure Statements:** Listings in the forms included in the Bidding Documents, shall be completed and submitted with the Bid.
7. **Mandatory List of Subcontractors:** Each Bidder shall complete and submit this form with his Bid in accordance with N.J.S.A. 40A:11-16.

**Instructions to Bidders**

8. Pre-Qualification Affidavit: Bidders must be prequalified by the New Jersey Division of Property Management and Construction in Trade Category C008, "General Construction", and have an aggregate qualification limit in excess of their bid amount plus the value of any work they have on hand, at the time of the bid. Bidders are to submit with their bid a valid and active prequalification / classification certificate from the Department of Treasury, Division of Property Management and Construction ("DPMC"), and complete and submit a Contractor Experience & Reference Form along with a Pre-Qualification Affidavit, as contained in these bid documents.
9. Other Required Documents: For a complete list of documents required to be submitted, see the Bid Form.
10. Submission of Bid in Sealed Envelope: Each Bid must be enclosed in a sealed opaque envelope, with the name and address of the Bidder and the name of the Contract ("General Contract") plainly marked on the outside, addressed in this manner:

TO: **Colts Neck Township, 124 Cedar Drive, Colts Neck, NJ 07722**

BID FOR: **GENERAL CONTRACT, New Municipal Building, Colts Neck Township, NJ.**

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

BID TIME: \_\_\_\_\_

SUBMITTED BY: \_\_\_\_\_

\_\_\_\_\_  
Name of Bidder

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

11. Examination of Site and Contract Documents:
  - (a) Familiarity with Site: Each Bidder shall visit the site of the proposed work and shall fully acquaint and familiarize himself with all conditions as they exist, the character of operations to be carried on under the proposed Contract, shall make such investigations as may be required to fully understand the facilities, difficulties and restrictions attending the work under the Contract.
  - (b) Familiarity with Contract Documents: Each Bidder shall thoroughly examine and become familiar with all relevant Contract Documents, including the Drawings and Specifications of all work. He shall note all cases where it is specified that certain work or materials or both is to be omitted by one Section and to be furnished by another Section under the Contract or under a separate Contract.
  - (c) Submission of a Bid shall constitute a representation by Bidder that he has carefully examined the site and all existing construction, all Contract Documents, Drawings, and Specifications and that he has satisfied himself as to the nature and location of the work, the general and local conditions, and all other matters which may in any way affect his work or performance; and such Bidder further represents that, as a result of such examination, he fully understands the nature and difficulties of the Project and his obligations pursuant to the Contract and Contract Documents and that he will not make any claim for or assert any right to damages because of any misunderstanding or misinterpretation of the Contract or Contract Documents, or because of any lack of information at the time of submission of the Bid. By submitting a bid, Bidder further acknowledges that the Contract Documents are complete in all respects and acknowledges that it has had the opportunity to ask any questions regarding any perceived ambiguity, omission, or any other issue with the Contract Documents.

12. New Jersey Sales Tax Exemption: This project is exempt from New Jersey State Tax, however, Contractors and Subcontractors are required to comply with New Jersey Sales and Use Tax, in accordance with P.L. 1966, c.30 (C.54:32B-1 et seq.) and, P.L. 2004, c.57. Forms and additional information are available from the New Jersey State Tax Department. No allowance will be made by the Township for any such taxes paid by the Contractor or Subcontractor arising out of the applicability of the New Jersey Sales and Use Tax.
13. Equal Employment Opportunity Compliance: The successful bidder shall be required to comply with the Mandatory Equal Employment Opportunity Language which will be annexed to the Contract. A copy of the language is included in the bid package. The successful bidder shall be required to complete and submit to the Township an Initial Project Workforce Report, New Jersey Department of Treasury Form AA-201, upon notification of award. Failure to submit this completed form may result in the contract being terminated. The successful bidder shall also be required to submit a copy of its Monthly Project Workforce Report, New Jersey Department of Treasury Form AA-202, to the New Jersey Department of Treasury's Division of Public Contracts Equal Employment Opportunity Compliance and to the Township. The Contractor's failure to provide monthly manning reports in accordance with applicable law may result in the withholding of further payments to the Contractor and/or shall be grounds for termination of the Contractor.
14. Prevailing Wage Rate Determination: The date of the wage rate determination for this Project will be set forth in the contract. This determination is conclusive for a period of two (2) years from that date, unless superseded by a later determination. Contractor shall be responsible for complying with such determination.
  - (a) Pursuant to New Jersey Prevailing Wage Act, N.J.S.A. 34:56.27 and 56.28 the following is mandatory and applies to the project.
  - (b) Workers shall be paid not less than such prevailing wage rate in the event it is found that any worker, employed by the contractor or any subcontractor covered by said contract, has been paid a rate of wages less than the prevailing wage required to be paid by such contract, the public body, the lessee to whom the public body is leasing a property or premises or the lessor from whom the public body is leasing or will be leasing a property or premises may terminate the contractor's or subcontractor's right to proceed with the work, or such part of the work as to which there has been a failure to pay required wages and to prosecute the work to completion or otherwise.
15. Anti-Discrimination Provisions: The following will be inserted into the Owner/Contractor agreement:

Every contract for or on behalf of the State or any county or municipality or other political subdivision of the State, or any agency of or authority created by any of the foregoing, for the construction, alteration or repair of any building or public work or for the acquisition of materials, equipment, supplies or services shall contain provisions by which the contractor agrees that:

  - a. In the hiring of persons for the performance of work under this contract or any subcontract hereunder, or for the procurement, manufacture, assembling or furnishing or any such materials, equipment, supplies or services to be acquired under this contract, no contractor, nor any person acting on behalf of such contractor or subcontractor, shall, by reason of race, creed, color, national origin, ancestry, marital status, gender identity or expression, affectional or sexual orientation or sex, discriminate against any person who is qualified and available to perform the work to which the employment relates;
  - b. No Contractor, subcontractor, nor any person on his behalf shall, in any manner, discriminate against or intimidate any employee engaged in the performance of work under this contract or any subcontract hereunder, or engaged in the procurement, manufacture, assembling or furnishing of any such materials, equipment, supplies or services to be acquired under such contract, or account of race, creed, national origin, ancestry, marital status, gender identity or expression, affectional or sexual orientation or sex;

**Instructions to Bidders**

- c. There may be deducted from the amount payable to the contractor by the contracting public agency, under this contract, a penalty of \$50.00 for each person for each calendar day during which such person is discriminated against or intimidated in violation of the provisions of the contract; and
  - d. This contract may be canceled or terminated by the contracting public agency, and all money due or to become due hereunder may be forfeited, for any violation of this section of the contract occurring after notice to the contractor from the contracting public agency or any prior violation of this section of the contract.
16. Brand Name or Equal: When the Specifications, Forms, and other Contract Documents use “brand name or equivalent”, “basis of design” or similar language, the listed brand name shall serve as a reference or point of comparison for the functional or operational characteristic desired for the goods or services being requested. Where a bidder attempts to submit an equivalent product for a brand name, it shall be the responsibility of the bidder to fully describe and document the product to be provided with the bid in order to establish the equivalence claim.
- A. If the Bidder proposes to offer substitute goods as an equal to those specified herein, the bidder shall so indicate with the Bid Proposal. For the purposes of this paragraph, a proposed item shall be considered equal to goods specified herein if the Township, in its sole discretion, determines that: (i) the goods conform substantially, even with deviations, to the brand name goods specified herein; (ii) the goods are equal to or greater than the brand name goods specified herein in terms of quality, durability, functionality, appearance, strength and design; (iii) the goods are capable, at least as well as the brand name goods specified herein, of performing with existing equipment; and (iv) the goods don’t cost the Township more than the goods specified herein cost the Township.
  - B. To offer substitute goods as an equal to those specified herein, it is necessary that:
    - 1. The Bidder submits sufficient information with its bid to permit the Township to determine that the goods are equivalent to the brand name goods specified herein, including, but not necessarily limited to the brand, catalog number and specifications/ data sheets;
    - 2. The Bidder fully identifies and describes the variations of the goods from the brand name goods specified herein on a separate sheet that is to be submitted with the bid proposal. Bidder’s literature **WILL NOT** suffice in explaining exceptions to these specifications;
    - 3. The Bidder certifies that the goods (i) are similar in substance to the brand name goods specified, and (ii) are suited to the same use as the item specified;
  - C. The Township shall be allowed a reasonable time within which to evaluate the Bidder’s proposal to offer substitute goods as an equal to those specified herein. The Township shall be the sole judge of acceptability. No “or-equal” goods shall be ordered, delivered, assembled, set-up or utilized until the Township’s evaluation is complete. The Township’s determination as to equivalency shall be deemed final and absolute.
  - D. In the event the Bidder fails to identify and equivalent items, or does not provide sufficient supporting documentation regarding an equivalent product with the bid, it will be presumed and required that the brand name or basis of design goods and services as described in the specifications will be provided.
17. Addenda, Interpretations, and Equivalency Determinations: Should any error, omissions, inconsistencies or obscure wording appear or occur in the Specifications, or should there be any discrepancies between any of the Contract Documents, the Bidder shall, before submitting its bid, apply to the Township in writing for an

interpretation and determination of the intent of the Specifications and equivalency, if applicable. Requests for such interpretations, to be given consideration, must be received **at least fourteen (14) calendar days** prior to the date fixed for the opening of bids (Saturday, Sunday, and Holidays excluded). Failure to request an interpretation shall serve as an acknowledgement by the Bidder that the specifications are complete and contain no discrepancies.

Interpretations and any supplemental instructions will be in the form of written Addenda to the Specifications, which if issued, will be posted on the online portal **not later than seven (7) business days** prior to the date fixed for the opening of bids (Saturdays, Sundays and holidays excluded). Each Bidder shall ascertain, prior to submitting its bid that it received all Addenda issued and it shall acknowledge their receipt in its bid. Failure of any Bidder to receive any Addenda or interpretation shall not relieve the Bidder from any obligation under its bid as submitted. In addition, a failure on the part of any Bidder to acknowledge receipt of said Addenda may result in disqualification of the entire bid submission. Addenda so issued, shall become part of the Contract Documents.

The price bid for the work of any Contract shall NOT be based in any manner upon oral opinions, or real or alleged instructions of an oral nature, regardless or whether such opinions or instructions are expressed by the Township or agents or representatives of any of them.

18. Form of Contract: Contracts will be let on the attached Form of Agreement Between Township and Contractor, including supplementary terms and conditions, if any. The Contract will be subject to all statutory provisions on the matter of Public Works, Public Contracts and Prevailing Rates of Wages under the laws of New Jersey.
19. Compliance with the Public Works Contractor Registration Act (N.J.S.A. 34:11-56.48 et seq.): Pursuant to the above-referenced law, Bidders are required to be registered with the New Jersey Department of Labor and to possess a current certificate by said Department indicating compliance with the Act prior to the time and date that bids are received. Bidders are notified of this requirement of their compliance. Such certificates or applications shall also be provided for each Subcontractor furnishing plumbing and gas fitting, and all kindred work, heating and ventilating systems and equipment, electrical work, or structural steel and ornamental iron work.
20. Obligation of Bidder: At the time of the opening of bids, each Bidder will be presumed to have inspected the site(s) and to have read, and to be thoroughly familiar with the Contract Documents. The failure or neglect of any Bidder to receive or examine any form, instrument, or document, or to inspect the site, shall in no way relieve any Bidder from any obligation in respect to its bid.

Prior to the Bid Opening, the Bidder shall examine the contents of the Bid Specifications and assure itself that all pages of the Specifications and other Contract Documents are included in the documents obtained for bidding purposes and contain no ambiguities or conflicting provisions. Should the Specifications or other Contract Documents be incomplete or contain any ambiguities or conflicting provisions, the Bidder shall notify the Owner in writing, who will supply the Bidder with any missing pages of Specifications or other Contract Documents and resolve any ambiguities or conflicts. The lack of such written notification by the Bidder will be construed as evidence that the Specifications and other Contract Documents are full and complete, and as a waiver of any subsequent claim to the contrary.

21. American Goods and Products where possible: Bidder shall comply with the requirements of N.J.S.A. 18A:18A-20 and use only manufactured and farm products of the United States, wherever available, for the Project.

**Instructions to Bidders**

22. New Jersey Pay-to-Play Requirements: A business entity as defined by law is advised of its responsibility to file an annual disclosure statement on political contributions by the New Jersey Election Law Enforcement Commission pursuant to N.J.S.A. 19:44A-20.13 (P.L. 2005 Chapter 271 section 3) if the business entity receives contracts in excess of \$50,000 from public entities in a calendar year. It is the business entity's responsibility to determine if the filing is necessary. Additional information on this requirement is available from the New Jersey Election Law Enforcement Commission at 1-888-313-3532 or at [www.elec.nj.us](http://www.elec.nj.us).

23. New Jersey Business Registration Certificate and Sales and Use Tax Requirements (P.L. 2004, c.57): Contractors are required to comply with the following:

- a. **Business Registration Certificate Requirements**: Prior to the award of Contract, all Bidders shall provide a current Certificate of Business Registration for itself and any prime subcontractors named in its bid. Such certificates shall have been issued on or before the date and time of the bid opening, unless the law permits otherwise.

In addition, the Contractor shall provide copies of the current valid Certificate of Business Registration for each Subcontractor identified in the bid, immediately upon entering into each subcontract, and prior to entering into a Contract with the Linden Public Schools.

Contractor must maintain and submit a current updated list of Subcontractors, their addresses, and all valid Business Registration forms as a continuing obligation under the Contract. Before final payment on the Contract is made by the Owner, the Contractor shall submit a complete and accurate list for each Subcontractor or supplier for goods provided, or services rendered, or for construction of a construction project used, in the fulfillment of the Contract, and a copy of said subcontract, or shall attest that no Subcontractors were used.

- b. **New Jersey Sales and Use Tax Requirements**: All contractors or contractors with subcontractors, or any of their affiliates, who enter into contracts for the provision of goods or services with or for New Jersey local government entities, including without limitation, boards of education, are required to collect and remit to the New Jersey Director of Taxation in the Department of the Treasury the use tax due on all of their sales of tangible personal property delivered into the State of New Jersey pursuant to the "Sales and Use Tax Act," (N.J.S.A.54:32B-1 et seq.), regardless of whether the tangible personal property is intended for a contract with a contracting agency. This tax shall be remitted for the term of the Contract.

For purposes herein, "affiliate" shall mean any entity that: (a) directly, indirectly, or constructively controls another entity, (b) is directly, indirectly, or constructively controlled by another entity, or (c) is subject to the control of a common entity. For purposes of the immediately preceding sentence, an entity controls another entity if it owns, directly or indirectly, more than fifty percent (50%) of the ownership interest in that entity. N.J.S.A. 52:32-44(g)(3).

24. Disclosure of Investment Activities in Iran: Pursuant to Public Law 2012, c.25, any person or entity that submits a bid or proposal or otherwise proposes to enter into or renew a contract must complete the certification enclosed in the bid to attest, under penalty of perjury, that the person or entity, or one of the person or entity, or one of the person or entity's parents, subsidiaries, or affiliates, is not identified on a list created and maintained by the Department of the Treasury as a person or entity engaging in investment activities in Iran. If the Township finds a person or entity to be in violation of the principles which are the subject of this law, they 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 person or entity.

25. Record Maintenance: Pursuant to N.J.A.C. 17:44-2.2, the Contractor shall maintain all documentation related to products, transactions or services under this Contract for a period of five years from the date of final payment. Such records shall be made available to the New Jersey Office of the State Comptroller upon request.
26. Submission and Opening of Bids:
  - (a) Bids may be submitted in person, or may be sent by U.S. certified mail return receipt requested, or may be sent by private courier service. Mail bids to: **Township Clerk, Colts Neck Township, 124 Cedar Drive, Colts Neck, NJ 07722**. The Owner shall not be responsible for the loss, non-delivery or physical condition of bids. Bids must be submitted individually in a sealed envelope addressed to **Colts Neck Township**. Bid proposals must comply with specifications.
  - (b) No bids received after that time will be considered.
  - (c) No bids received by FAX will be considered.

#### IB.04 OWNER'S CONSIDERATION OF BIDS:

- a. Public Opening of Bids and Reading Aloud: At the time fixed for opening of Bids, their contents will be made public for the information of Bidders and others properly interested and present in person or by representative.
- b. Award of Contract or Rejection of Bids:
  1. Contract Award: Contract will be awarded to the lowest responsible Bidder based on the pricing of his Base Bid and Alternates in accordance with N.J.S.A. 40A: 11-23.1(d), and whose Bid complies with the instructions herein set forth. The award shall be made by resolution of the governing body, and attached to, or included in, the resolution shall be a certification of available funds in accordance with N.J.A.C. 5:30-5.4(a)(2).
  2. Time Frame for Award: Award will be made or the Bids rejected, within the Bid validity period stated in the Bid Forms.
  3. Return of Bid Security: Within ten (10) days after the bids are opened, all bid security except for the security of the three (3) lowest bidders shall be returned, unless otherwise requested by the bidder. Within three (3) days after sixty (60) days from the date that bids are received, and provided that the bid has not been awarded, the bid security of the three lowest bidders shall also be returned, except as otherwise set forth in this Section. Within three (3) days after the awarding and signing of the Contract and the approval of the contractor's performance bond, the bid security of the remaining unsuccessful bidders shall be returned to them.
  4. Rights Reserved: Pursuant to N.J.S.A. 40A: 11-5(3), the Owner reserves the right to reject all of the bids in accordance with N.J.S.A. 40A: 11-13.2, or as otherwise may be permitted by law. Owner reserves the right to reject as irregular and non-conforming any Bid submitted other than in strict accordance with the Instructions to Bidders and all applicable laws, and reserves the right to waive any waivable defects, irregularities, or other informalities, or the failure to comply with any technicalities or other informalities of the requirements of the Instructions to Bidders, all in accordance with New Jersey law. Owner reserves the right to reject the Bid of any Bidder, who, in the judgment of the Owner, is unable to perform the Contract.

**Instructions to Bidders**

5. Submission constitutes Release: Submission of a Bid in response hereto shall constitute a release of the Owner from any and all liability directly or indirectly resulting solely from the acceptance or rejection of any or all Bids.
  6. Challenges to Specifications: Any prospective bidder who wished to challenge a bid specification shall file such challenges in writing with the Township no less than three business days prior to the opening of the bids. Challenges filed after that time shall be considered void and having no impact on the Township or the award of contract.
- c. Execution of Contract: The Bidder to whom the Contract is awarded shall, within seven (7) calendar days of date of award, execute and deliver the necessary Contract Documents. Should Bidder to whom the Contract has been awarded fail to execute and deliver necessary Contract Documents in the manner and within the time herein specified, the Owner may thereupon declare the Bid Bond, certified check, or cashier's check, in lieu thereof, to be forfeited and may either award the Contract to the next lowest Bidder or re-advertise for new proposals, and the Bidder to whom the Contract was previously awarded and who failed to execute the same shall be liable to Owner for the difference between the sum to which said Bidder would have been entitled upon the completion of the Contract and that which the Owner may be obliged to pay the Bidder by whom such Contract Documents are executed.
- d. Contract Bond (Performance, Payment, Completion, and Maintenance Bond): The successful Bidder for each Contract shall be required to furnish all aspects of the Contract Bond in the full amount of his Contract within seven (7) calendar days after notification of the acceptance of his Bid, which Contract Bond must be in a form acceptable to the Owner and written by a reputable Surety Company authorized to do business in the State of New Jersey, and sufficiently sound financially, as of the Bid Date, as judged by the Owner's Attorney, per the current requirements of N.J.S.A. 2A:44-143(b).
1. Agents of Bonding Companies which write Bonds for the performance of the Contract shall furnish power of attorney, bearing the seal of the company, evidencing such agent's authority to execute the particular type of bond to be furnished, and evidencing both (a) the right of the Surety Company to do business in the State of New Jersey, and (b) the adequate financing of the Surety Company to insure that the Contract guarantees of the full performance of the Contract are performed to completion. A copy of this proof shall be attached to each copy of the Bond.
  2. If, at any time after the execution and authorization of a Contract and Contract Bond required by the Contract Documents, the Owner shall deem any sureties upon such Bond to be unsatisfactory, or if, for any reason, such Bond shall cease to be adequate security for the Owner, the Contractor shall, within seven (7) calendar days after notice, furnish new or additional Bond, in form, sum, and signed by such Sureties as shall be satisfactory to Owner. No further payment shall be deemed due nor shall any further payment be made to Contractor unless and until such new or additional Bond shall be furnished and authorized. The premiums on all Bonds shall be paid by the Contractor.
  3. See General Conditions Par. G5-G.1, and form of Contract Bond in Section CB of the General Documents, including, but not limited to, the Maintenance Bond for *two (2)* full years after Owner's Final Acceptance of the Project, as part of the Bond's "Completion" aspect.