

## Information for Bidders

### 1.1 INTERPRETATION OF CONTRACT DOCUMENTS

1.1.01 If the prospective bidder is in doubt as to the true meaning of any part of the specifications or other proposed contract documents, he may submit to the Pemberton Township Municipal Utilities Authority, hereinafter called "PTMUA", a written request for an interpretation thereof. Any interpretation of the proposed documents will be made only by Addendum duly issued.

1.1.02 All work and items specified under the specifications shall strictly comply with the specifications. Any deviations from these specifications shall be noted either on the bid proposal or by separate statement attached to the bid along with the approximate cost of the item which deviates from the specifications. Deviation from the specifications can result in rejection of the bid.

1.1.03 Wherever alternates are called for to be bid upon in the proposal or wherever alternates are suggested by the bidder, the bidder shall submit a price on all such items requested or should mark next to the proposal the term "N/A", meaning "Not Applicable". The governing body may consider the prices as alternates and award contracts according to the provisions of Chapter 2, Title 27 of the Revised Statutes of New Jersey.

### 1.2 PROPOSALS

1.2.01 All proposals are to be made on the forms herein provided.

1.2.02 Proposals must be signed and acknowledged by the bidder, in accordance with the directions in the proposal.

1.2.03 The prices bid shall cover all costs of any nature, incident to and growing out of the work. In explanation but not in limitation thereof, these costs shall include the cost of all work, labor, material, equipment, transportation and all necessary to perform and complete the project in the manner and within the time required, all incidental expenses in connection herewith, all costs on account of loss by damage or destruction of the project, and any additional expenses for unforeseen difficulties encountered, for settlement of damages, and for replacement of defective work and materials. The bidder shall not attach conditions, limitations, or provisions to his proposal.

1.2.04 Cost bid shown shall be cost to the PTMUA at the delivery point within Pemberton Township. The delivery point for work shall be the PTMUA office building, or the PTMUA Treatment Plant.

1.3 DELIVERY OF BIDS

1.3.01 Each bid shall be placed in a sealed envelope endorsed and accompanied by the proper documents as called for in the "NOTICE OF BIDS". Proposals will be received until the hour and date set.

1.4 RECEIPT AND OPENING OF BIDS

1.4.01 Bids will be submitted prior to the time fixed in the "NOTICE OF BIDS" Bids received after the time so fixed are late bids. Such late bids will not be considered, but will be held unopened until the time of award and then returned to the bidder, unless other disposition is requested or agreed to by the bidder.

1.4.02 No responsibility will attach to any officer for the premature opening of, or the failure to open, a bid not properly addressed and identified.

1.5 ACCEPTANCE OR REJECTION OF PROPOSALS

1.5.01 Pursuant to NJSA40A: 11-13.2 or as otherwise permitted by law the PTMUA reserves the right to reject any or all proposals. Without limiting the generality of the foregoing, any proposal having erasures or corrections in the price sheet may be rejected; any proposal which omits a bid on any one or more required items in the price sheet or fails in a material way to comply with the specifications may be rejected.

1.6 AWARD OF CONTRACT

1.6.01 Except where the PTMUA exercises the right reserved herein to reject any or all proposals, the contract will be awarded to the bidder who has submitted the lowest bid determined by the sum of the alternatives selected by the PTMUA after opening of bids.

1.6.02 The award shall not be binding upon the PTMUA until the contract has been executed by the PTMUA nor shall any work be performed on account of the proposed contract until the contract has been duly executed and delivered.

1.7 ADDITIONAL EXPLANATION

1.7.01 Bidders are required to inform themselves concerning any interpretation or explanation of the item being bid upon. Mistakes due to misunderstandings gives the right to the PTMUA to reject the bid involved; or in the alternative, mistakes based on misunderstandings as to the material facts involved gives the bidder an opportunity to withdraw the bid until execution of the contract. Upon execution of the contract, however, a bidder shall be required to conform to the contract terms.

1.8 DELIVERY

1.8.01 A bidder shall specify time and date of delivery of the items bid upon.

## 1.9 RETURN OF PROPOSAL GUARANTEES

1.9.01 The proposal guarantees of all but the lowest and next lowest bidders on each item bid upon will be returned within thirty (30) days after the receipt of bids.

1.9.02 The proposal guarantees of the lowest and next lowest bidders on each item will be returned when the contract and contract bond have been executed and delivered in accordance with the provisions of these specifications.

## 1.10 CONTRACTS AND BONDS

1.10.01 The bidder to whom the contract is awarded shall within 14 days from award of the contract enter into a written contract with the PTMUA and furnish a performance bond for the completion of the contract. Said bond shall be 110% of the bid rendered by the successful bidder, or where indicated as acceptable, a written guarantee. Said bond shall indemnify against loss to the PTMUA by reason of default or breach of the bidder under the contract referred to in this section.

1.10.02 The PTMUA reserves the right to withhold the award of the contract pending a review of the bids for a period not to exceed 30 days. In the event that no contract is awarded within 30 days, all bids shall be deemed rejected.

## 1.11 PAYMENTS TO BIDDER

1.11.01 The bidder shall receive full and complete payment within 30 days from delivery and acceptance of the items bid upon if the bills are received in a timely manner and with a properly documented voucher. In the event that the items bid upon fail to conform to the contract, the bidder shall have 30 days in which to cure the defect. In the event that said defect is not cured within 30 days, the PTMUA shall have the right to reject acceptance or to cause the defect to be cured. In either event, the PTMUA shall have a right to make application against the bond submitted in connection with the contract for all sums and expenses incurred by the PTMUA as a result of the nonconformity of the goods to the contract.

## 1.12 MODIFICATIONS TO SPECIFICATIONS

1.12.01 The right is reserved, as the interest of the PTMUA may require, to revise or amend the specifications and/or drawings prior to the date set for opening bids. Such revisions and amendments, if any, will be announced by an addendum or addenda to this "NOTICE OF BIDS". Copies of such addenda as may be issued will be furnished to all prospective bidders. If the revisions and amendments are of a nature which requires material changes in quantities or prices bid, or both, the date set for opening bids may be postponed by such number of days as in the opinion of the PTMUA will enable bidders to revise their bids. In such case, the addendum will include an announcement of the new date for opening bids.

1.13 WAGE RATES

1.13.01 This contract is subject to New Jersey Department of Labor and Industry prevailing wage rates. Prevailing minimum wage rates are appended hereto. BIDS WILL NOT BE ACCEPTED FROM BIDDERS WHO ARE ON THE "BE BARRED LIST" OF THE NEW JERSEY DEPARTMENT OF LABOR AND INDUSTRY.

1.14 CHAPTER 33.P.L. 1977, C.52:25-24.2.

1.14.01 This contract is subject to the Act requiring corporation and partnership bidders for State, County, Municipal or School District contracts to submit a list of the names and addresses of all stockholders owning ten percent (10%) or more of their stock, or ten percent (10%) or more of the stock of their corporate stockholders, or, in the case of a partnership, the names and addresses of those partners owning ten percent (10%) or greater interest therein.

1.15 AFFIRMATIVE ACTION (P.L. 1975, C. 127 (N.J.A.C. 17:27)).

1.15.01 This contract is subject to the Affirmative Action Regulations effective July 10, 1978, or as amended. Failure to submit the required documentation when required may result in rejection of the Contractor's Proposal or rescission of the contract award.

I .16 BUSINESS REGISTRATION OF PUBLIC CONTRACT ACT (P.L. 2004, C.57)

1.16.01 This contract is subject to the "Business Registration of Public Contracts Act". A Business Registration Certificate must be included with the bid. Failure to submit the required documentation when required may result in rejection of the Contractor's Proposal or rescission of the contract award.

PROPOSAL

For the provision of \_\_\_\_\_  
for the Township of Pemberton Municipal Utilities Authority, County of  
Burlington and State of New Jersey.

TO THE TOWNSHIP OF PEMBERTON MUNICIPAL UTILITIES AUTHORITY:

The undersigned hereby declare that he/she carefully  
examined the Advertisement, Specifications, Form of Contract and  
Bond for the project named above; and that he/she carefully  
examined all details included within said specifications and that  
he/she will contract to carry out and complete the delivery of  
the items required in accordance with said specifications for the  
prices listed below:

BIDS:

BIDDER will make delivery on or before \_\_\_\_\_  
from date of contract. All exceptions to said specifications or  
additional information deemed appropriate to honestly evaluate the  
proposal shall be listed below:

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The undersigned is (an individual; a partnership; a corporation)  
under the laws of the State of \_\_\_\_\_, having  
its principal offices at

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DATED: \_\_\_\_\_

\_\_\_\_\_ (L.S.)

\_\_\_\_\_ (L.S.)

ADDRESS: \_\_\_\_\_

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BIDDER'S AFFIDAVIT

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

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

\_\_\_\_\_

being duly sworn, deposes and says that he/she resides at

\_\_\_\_\_

and that he/she is the \_\_\_\_\_  
(Title)

of \_\_\_\_\_

who signed the above Proposal or Bid, that he/she was duly authorized to sign and that the Bid is the true offer of the Bidder, that the seal attached is the seal of the Bidder and that all declarations and statements contained in the Bid are true to the best of his/her knowledge and belief.

He/she further deposes that he/she has submitted herewith a list of names and addresses of all stockholders and/or partners owning a 10 percent or greater interest therein in compliance with P.L. 1977, Chapter 33, effective March 8, 1977.

\_\_\_\_\_  
Affiant

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

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