

SECTION 2

INFORMATION TO BIDDERS

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OWNER'S INFORMATION TO BIDDERS

1 Description of Work

- 1.1 The specifications involve the purchase of chemicals used by the Water and Sewer Departments in the Township of Greenwich for years 2020-2022.

2 Copies of Bidding Documents

- 2.1 Complete sets of the Bidding Documents in the number and for the sum to cover the costs of reproduction, mailings, and other related costs, if any, stated in the Advertisement or Notice To Bidders may be obtained from the Engineer. The Engineer will not accept requests for partial sets of the Bidding Documents. The cost will not be refunded to the Bidder.
- 2.2 Complete sets of Bidding Documents shall be used in preparing Bids; neither the Owner nor the Engineer shall assume any responsibility for neither errors nor misinterpretations resulting from the use of incomplete sets of Bidding Documents.
- 2.3 The Owner and the Engineer in making copies of the Bidding Documents available on the above terms, do so only for the purpose of obtaining Bids on the Work and do not confer a license or grant for any other use.

3 Specifications

- 3.1 Persons desiring to submit Bids will find attached hereto detailed specifications and Bid Forms. The specifications are to be considered as and shall form a part of the Contract Documents.
- 3.2 The time at which Bids will be received will be found in the published Notice To Bidders. Copies of the specifications may be obtained by payment of a fee at the Township of Greenwich, 420 Washington Street, Gibbstown, N.J. 08027

4 Intent of Contract Documents

- 4.1 The intent of the Contract Documents is to obtain a complete job, satisfactory to the Owner.
- 4.2 It shall be understood that the Bidder has satisfied the full requirements of the Contract Documents and has based the Bid Form upon such understanding.

5 Examination of Contract Documents

- 5.1 The specifications can be examined during normal business hours at the office of the Township of Greenwich, 420 Washington Street, Gibbstown, N.J. 08027

6 Interpretations and Addenda

- 6.1 All questions about the meaning or intent of the Bidding Documents are to be directed to Public Works Supervisor. The Owner will not be responsible for any explanations or interpretations of the Contract Documents. Interpretations or clarifications considered necessary by Public Works Supervisor in response to such questions will be issued by Addenda mailed or delivered to all parties recorded by Public Works Supervisor as having received the Bidding Documents in accordance with the Local Government Contracts Law 40A:11-23. Questions received less than ten (10) days prior to the date for opening of Bids may not be answered. Only questions answered by formal written Addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.
- 6.2 Addenda may also be issued by the Public Works Supervisor to modify the Bidding Documents as deemed advisable by Owner.
- 6.3 In any case during the time that this project is being advertised for Bids, all changes or modifications in drawings, Bid Documents or other Contract Documents will be communicated to all Bidders by certified mail in the form of written addenda so as to insure that Bidders will have all available supplemental information before Bids are received.
- 6.4 All Addenda duly issued as set forth above shall become part of the Bidding Documents. Failure of any Bidder to receive such Addenda shall not relieve the Contractor from any obligation under the Bid as submitted.

7 Bid Form

- 7.1 If any changes are made, that shall be cause for the Owner to reject any Bids, in the Owner's discretion depending upon the significance of the change. All erasures, interpolations, or other physical changes in the Bid Forms shall be signed or initialed by the Bidder.
- 7.2 The bid price of each item on the form must be stated in numerals and, if required, in words. Subject to the Owner's right to correct a Bidder's mathematical totals, a discrepancy between the word and numeral for a particular item will be resolved in favor of the word. In the event of error in extension of unit prices bid multiplied by quantities, the unit price bid shall be held and the Owner will make the correct extension and insert the corrected total. This corrected total shall be that which is considered for the award of the contract.
- 7.3 The Bid of an individual must be signed by the individual, whose signature must be witnessed; and whose business address and any business trade name must be stated. The Bid of a partnership must state the names and addresses of all partners, and the partnership business name and address; and it must be signed by at least one partner, with the signature witnessed. The Bid of a corporation must show the State of incorporation and the principal office address, and must be signed by the President or Vice President, with the corporate seal affixed, attested by the Secretary or Assistant Secretary.

- 7.4 All names must be typed or printed below the signature.
- 7.5 The Bid shall contain an acknowledgment or receipt of all Addenda (the numbers of which shall be filled in on the Bid Form).
- 7.6 The address and telephone number of Bidder to which communications regarding the Bid are to be directed must be shown.
- 7.7 The Bid Form may call for lump sum prices, unit prices, or a combination of both.
 - 7.7.1 If the Bid Form calls for lump sum prices, the Bidder shall state a single lump sum price for the Work or single lump sum prices for each portion of the Work subject to a lump sum price as set forth in the Bid Form, as applicable. Any such lump sum price or prices shall include all the Work described in the Bidding Documents as being part of the Work.
 - 7.7.2 If the Bid Form calls for unit prices, the Bidder shall state a single unit price for each item to be furnished or work to be done as set forth in the Bid Form. The Bid Form sets forth opposite each item for which a unit price is required the Engineer's estimate of the quantity of units of such items which will be required in the prosecution of the Work; and the Bidder shall state in the space provided in the Bid Form the total price for such items as computed by multiplying such estimated quantity of units of such item by the unit price so bid.
- 7.8 Bid Prices shall include all taxes of whatever nature applicable to the Work or performance thereof.
- 7.9 Owner may be exempt from sales and use taxes for certain items to be incorporated into the Work. Each Bidder shall obtain legal advice to determine how and to what extent the Owner's tax exemption may be utilized by the Contractor. Owner will provide, to Contractor, documentation required to obtain applicable tax exemptions.

8 Bid Bond or Certified Check and Letter of Surety

- 8.1 Each bidder shall submit with his bid a certified check or bid bond in the amount equivalent to ten percent (10%) of the total amount bid not to exceed \$20,000.00. The check or bid bond shall be made payable to the Owner. The check of any unsuccessful bidder will be returned when the contract is awarded; that of the successful bidder shall be held until the execution of the contract and the filing and approval of the contractor's bond. The check or bid bond of the successful bidder shall be forfeited if said bidder fails within fourteen (14) days from the date of the submission of the contract to him, to execute the contract and deliver the bond as hereinafter provided.
- 8.2 Bidders shall furnish with their Bid, a letter from a bonding company or corporate surety, authorized to do business in New Jersey, stating that it will furnish the necessary contract bond to the bidder, if there is award the contract.

The successful bidder shall within fourteen (14) days from the date of submission to him execute a contract and furnish a surety bond in the amount of the contract price, Conditional for the faithful performance of the Contract, and the payment of the bills for equipment, material, and wages and in compliance with all laws, rules, regulations, and directions issued by the State of New Jersey and the United States of America or their duly constituted bureaus or agency, relative to hours of work, wages, and discrimination against race, class, or color in the hiring of employees. All bonds shall be approved as to form and sufficiency by the Owner's Solicitor.

- 8.3 Surety Companies executing bonds must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State where the project is located
- 8.4 The Bid Bond shall have attached an appropriate power of attorney, dated as of the same date as the Bond, evidencing the authority of the Attorney-in-Fact to act on behalf of the corporation.

9 Execution of Contract Documents

- 9.1 The person(s) whose Bid is accepted will be required to furnish and deliver executed Contract Documents (each with copies of the Bid submission attached) to the Owner within fourteen (14) calendar days from the date of the Notice of Award.
- 9.2 In case of failure or refusal on the part of the Bidder to furnish the required Contract Documents within the set period, unless the Owner voluntarily extends the time, the amount of the Bid Guaranty made shall be forfeited to the Owner.
- 9.3 Upon the execution of the Contract Documents, the Bid Guaranty will be returned to the Bidder.
- 9.4 If the Owner finds the Contract Documents submitted by the apparent successful Bidder acceptable, the Owner will, within fourteen (14) calendar days after receipt of such documents, complete the signing of the Contracts Documents and submit two fully executed copies to the Contractor.

10 Material Data Sheet

- 10.1 The Contractor shall provide to the Township a material data sheet for each chemical provided under this contract.

11 Duration of Contract & Delivery

- 11.1 This contract shall be for the calendar year 2020-2022 and will terminate on December 31, 2022.
- 11.2 It is understood and agreed that the chemicals shall be delivered to the location specified in this contract **within ten (10) business days** from the placement of order.
- 11.3 If the said Bidder shall neglect, fail or refuse to deliver the chemicals within the time herein specified or any proper extension thereof granted by the Owner, then the Contractor does hereby agree, as a part consideration for the awarding of this contract, to pay to the Owner the amount specified in the Contract, not as a penalty, but as liquidated damages for such breach of contract as herein set forth, for each and every calendar day that the Contractor shall be in default after the time stipulated in the Contract for completing each segment of the work for failure to abide by the required uninterrupted scheduling necessary to guaranty use of the chemical.
- 11.4 It is further agreed that time is of the essence for this purchase and for the Bid Documents wherein a definite and certain length of time is fixed for the performance of any whatsoever; and where under the Contract any additional time is allowed for the satisfaction of the contract, the new time limit fixed by such extension shall be of the essence of this contract. **PROVIDED**, that the Contractor shall not be charged with liquidated damages or any excess cost when the delay in delivery of the chemical is due:
 - 11.4.1 To any preference, priority or allocation order duly issued by the Government;
 - 11.4.2 To unforeseeable cause beyond the control and without the fault or negligence of the Contractor, including, but not restricted to, acts of God, or of the public enemy, acts of the Owner, acts of another Contractor in the performance of a contract with the Owner, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; and

12 Liquidated Damages

- 12.1 The contractor shall be liable to pay to Greenwich Township a penalty for not delivering the chemicals within the ten (10) business day requirement as specified. The penalty shall be on a per bid item basis according to the following schedule:

1-3 Calendar Days Late:	\$25.00 Per Day Per Bid Item
Over 3 Calendar Days Late:	\$50.00 Per Day Per Bid Item
- 12.2 The Township shall deduct the previously listed liquidated damaged/late fees from monies due the contractor.

13 Qualifications of Bidders

- 13.1 Persons or firms submitting Bids must be engaged in the lines of work required in these Bid Documents or shall be able to refer to work of a similar character performed by them.
- 13.2 To obtain information concerning qualification of a Bidder, the Owner requires that a completed experience Questionnaire be submitted on the form included in the Bidding Documents. Bidder shall include the completed Experience Questionnaire with the Bid.
- 13.3 On request, the Bidder shall file additional financial qualifications and experience statements with the Owner. These statements shall be attested to by a Notary Public of the State where the project is located and must be satisfactory to the Owner. The information provided will be used by the Owner in determining the reliability of the Bidder.
- 13.4 In addition to the financial qualifications, the proof may be required to the satisfaction of the Owner that the Contractor has successfully sold and delivered similar chemicals in an amount of not less than 100% of the amount of the proposed work.
- 13.5 The above information will be used by the Owner in determining the reliability of the Bidder. These requirements may be modified when, in the interests of the Owner, reliability and reputability can be better determined.
- 13.6 The Owner shall be the judge of the merits of the qualifications submitted and may make such investigations of same as are deemed proper to make a determination of qualification.
- 13.7 The Owner reserves the right to reject any or all Bids, or reject any Bids if evidence submitted by, or investigation of such Bidder fails to satisfy the Owner that said Bidder is properly qualified to perform the obligations of the Contract and provide the delivery contemplated therein.

14 Affirmative Action Requirements

- 14.1 Bidders are required to comply with the Affirmative Action requirements of P.L. 1975, C.127.

15 Local Public Contracts Law (P.L. 1977, Chapter 33)

- 15.1 The Bidder is subject to the provisions of the Local Public Contracts Law, portions of which are reprinted within these Bid Documents.

16 Buy American

- 16.1 Pursuant to LPC 40A:11-18, the Contractor shall use only products manufactured in the United States, wherever available.

- 17 Debarred, Suspended and Disqualified Bidder Provision
- 17.1 The Bidder shall submit with his Bid a sworn statement, as set forth herein, signed by an officer or partner of the Contractor, indicating whether or not the Bidder is, at the time of the bid, included on the State Treasurer's List of Debarred, Suspended, or Disqualified Bidders.
- 18 Opening of Bids
- 18.1 Bids will be opened and (unless obviously non-responsive) read aloud at the time and place set forth in the Notice To Bidders.
- 18.2 An abstract of the amounts of base bids and major alternates (if any) will be made available to Bidders after the opening of Bids.
- 18.3 A Bidder may examine other Bidders' Documents (except the financial statement) by appointment only.
- 19 Bids to Remain Subject to Acceptance
- 19.1 Bids shall remain open for a period of sixty (60) calendar days from the date of Bid opening. The Owner will either award the Contract within the applicable time period or reject all Bids, returning the Bid security to the Bidders.
- 19.2 The Owner may extend the decision to award or reject all Bids beyond the sixty (60) calendar days when the bids of any Bidders who consent thereto may, at the request of the Owner, be held for consideration for such longer period as may be agreed.
- 20 Withdrawal of Bid Forms
- 20.1 Bids may be withdrawn before bid opening after it has been deposited with the Owner by written request by the Bidder.
- 21 Rejection of Bids
- 21.1 The Owner reserves the right to reject any or all Bids, or to reject any Bids if the evidence submitted by, or investigation of such Bidder fails to satisfy the Owner that such Bidder is properly qualified to carry out the obligations of the Contract and to deliver the equipment contemplated therein.
- 21.2 Bids that are incomplete, conditional, or obscure, or which contain additions not called for, erasures, alterations, or irregularities of any kind, may be rejected as informal.
- 21.3 The Owner, however, reserves the right to waive any informalities in the Bids.
- 22 Basis of Award
- 22.1 The Contract will, at the discretion of the Owner, be awarded to that responsible Bidder whose total bid is lowest for each chemical listed within the specification. The Bidder may be the successful bidder on one or several of the chemicals listed.

23 Award of Contract

- 23.1 Owner reserves the right to reject any and all Bids, to waive any and all informalities not involving price, time or changes in the Work and to negotiate contract terms with the Successful Bidder, and the right to disregard all non-conforming, non-responsive, unbalanced, or conditional Bids. Owner reserves the right to reject the Bid of any Bidder if Owner believes that it would not be in the best interest of the Project to make an award to that Bidder, whether because the Bid is not responsive or the Bidder is unqualified or of doubtful financial ability or fails to meet any other pertinent standard or criteria established by Owner. Also, Owner reserves the right to reject all Bids if Owner cannot proceed with the Project due to lack of regulatory approval, or because the Bid amounts are deemed excessive, or for any other reason permitted by law.
- 23.2 Discrepancies in the multiplication of quantities of Work and unit prices will be resolved in favor of the unit prices. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum.
- 23.3 In evaluating Bids, Owner will consider the qualifications of the Bidders, whether or not the Bids comply with the prescribed requirements, and such alternates, unit prices, and other data, as may be requested in the Bid Form or prior to the Notice of Award.
- 23.4 If the Contract is to be awarded, it will be awarded to the lowest responsible, responsive Bidder whose evaluation by Owner indicates to Owner that the award will be in the best interests of the Purchase.
- 23.5 If the Contract is to be awarded, Owner will give the apparent Successful Bidder a Notice of Award within the time limits prescribed in these Bid Documents.
- 23.6 More than one Bid from an individual, partnership, corporation, or an association under the same name or different names will not be considered. Reasonable grounds for believing that the Bidder is interested in more than one Bid for the same work will cause the rejection of all Bids in which such Bidder is interested. Any or all Bids will be rejected if there is any reason for believing that collusion exists among any of the Bidders; participants in such collusion will not be considered in future bidding.
- 23.7 If the Contract is to be awarded, the Owner will give the Successful Bidder a Notice of Award within sixty (60) calendar days after the day of the bid opening unless an extension of time is granted as per the paragraph entitled "*Bids to Remain Open Subject to Acceptance.*"

24 Substitutions

- 24.1 Bids shall be based on chemicals covered in the Bid Documents. Chemicals are specified by one of three methods and the following options are available in selection of equipment items:
- 24.1.1 Specified by reference standards or generic description only. Any product fully meeting those standards or description.

- 24.1.2 Specified by naming one or more manufacturers, with no provision for substitutions: Products of manufacturers named and meeting Specifications; no options or substitutions permitted.
- 24.1.3 Specified by naming one or more manufacturers, with a provision for substitutions or an “or equal” clause: Products of manufacturer named and meeting Specifications; submit a request for approval of any manufacturer not named.
- 24.2 Requests chemical substitutions will not be considered prior to the Bid opening date.

25 Payment Withheld

- 25.1 The Engineer may withhold all or part or, on account of subsequently discovered evidence, nullify the whole or a part of any certificate to such extent as may be necessary to protect the Owner from loss because of:
 - 25.1.1 Claims filed or responsible evidence indicating probability of filing claims;
 - 25.1.2 Failure of the Contractor to make payments properly to subcontractors or for material or labor;
 - 25.1.3 Damage to another contractor, agency, governing body, corporation, or person.
- 25.2 When the above grounds are removed, payment shall be made for amounts withheld because of them.

26 Contractor's Responsibilities

- 26.1 Taxes - The Contractor shall be responsible for the payment of all taxes required by law on all materials, tools, apparatus, equipment, fixtures, services, and incidentals that may be purchased or used for the purpose of performing the Work. Owner may be exempt from sales and use taxes for certain items to be incorporated into the work. Contractor shall obtain legal advice to determine how and to what extent the Owner's tax exemption may be utilized by the Contractor. Owner will provide documentation required to assist Contractor in obtaining applicable tax exemptions.
- 26.2 Delivery - The Contractor shall determine the legal dimensional and load limits on all roads and bridges over and under which equipment and materials will be delivered. In the event that loads exceed legal limits, the Contractor shall obtain the necessary permits, pay permit fees, and comply with all regulations for delivery.

27 Alternative Dispute Resolution

- 27.1 In accordance with the provisions of P.L. 1971, c.198 (C.40A:11-1 et seq., effective January 13, 1998), disputes arising under the contract shall be submitted to a process of resolution pursuant to alternative dispute resolution

practices, such as mediation, binding arbitration or non-binding arbitration pursuant to industry standards, prior to being submitted to a court for adjudication. Nothing in this law shall prevent the contracting unit from seeking injunctive or declaratory relief in court at any time. The alternative dispute resolution practices required by the law shall not apply to disputes concerning the bid solicitation or award process, or to the formation of contracts or subcontracts to be entered into pursuant to P.L. 1971, c.198 (C.40A:11-1 et seq.).

- 27.2 Notwithstanding industry rules or any provision of law to the contrary, whenever a dispute concerns more than one contract, such as when a dispute in a contract involving construction relates to a contract involving design, architecture, engineering or management, upon the demand of a contracting party, other interested parties to the dispute shall be joined unless the arbitrator or person appointed to resolve the dispute determines that such joinder is inappropriate. Notwithstanding industry rules or any provision of law to the contrary, whenever more than one dispute of a similar nature arises under a construction contract, or related construction contracts, upon the demand of a contracting party, the disputes shall be joined unless the arbitrator or person appointed to resolve the dispute determines that the disputes are inappropriate for joinder.
- 27.3 For the purposes of the law, the term “construction contract” means a contract involving construction, or a contract related thereto concerning architecture, engineering or construction management.
- 27.4 For the purposes of this contract, the means of Dispute Resolution will be through Mediation.