

## **I. INSTRUCTIONS TO BIDDERS**

### **IB1 Bid Proposals**

IB1.1 Sealed proposals for the work described herein must be received and time-stamped at the College. The closing date and time for bids will be stated in the advertised Notice to Bidders. Bidders are cautioned that reliance on the U.S. Mails for timely delivery of proposals is at the Bidders risk. Failure by the Contractor to have sealed proposals reach the College by the prescribed time will result in a return of the submission unopened and unread.

IB1.2 Bids will be received for General Construction (LUMP SUM) inclusive of all trades as required in the bid documents including, but not limited to:

- (1) Structural Steel and Ornamental Iron
- (2) Plumbing
- (3) Heating and Ventilating Systems and Equipment
- (4) Electrical Work
- (5) All Other Work and Materials Required for the Completion of the Project

IB1.3 The College reserves the right to deny award to any Bidder who is not responsible, based upon experience, past performance, and financial capability to perform the work required hereunder, or other material factors.

IB1.4 Bid proposals based upon the Plans, Specifications, and Addenda, shall be deemed as having been made by the Contractor with full knowledge of the conditions therein. Bidders are required to visit the site prior to submitting proposals for the work herein described, and to have thoroughly examined the conditions under which the Contract is to be executed including those reasonably observable conditions of the premises which would hinder, delay, or otherwise affect the performance of the Contractor required under the terms of the Contract. The College will not allow claims for additional costs as a result of the Contractor's failure to become aware of the reasonably observable conditions affecting the required performance of the Contractor. The bidder is required to make appropriate allowances in the preparation of his Bid for the accommodation of such conditions. By submitting a bid, the Bidder confirms acknowledgement of existing conditions at the site at the time the Bid is submitted.

IB1.5 Bid proposals shall be submitted on the standard form provided by the College, enclosed in a sealed envelope. The name and address of the Bidder must be indicated on the envelope, as well as indication of the College Project Number, project location and other appropriate identification.

IB1.6 All amounts in the Bid Documents shall be stated in both words and numerical figures. In case of discrepancy between the words and numerical figures, the words shall govern.

IB1.7 The Bidder must submit the following documents in the bid envelope:

- (1) Bid Cover Sheet
- (2) Proposal Form
- (3) Non-Collusion Affidavit Form
- (4) Stockholder Discloser Form
- (5) Agreement of Surety
- (6) Bid Security Form
- (7) NJ Public Works Registration Certificate of the Bidder
- (8) NJ DPMC Notice of Classification and Incompleted contract form

**00 20 00 INSTRUCTIONS TO BIDDERS**

The Bidder must submit the following documents in the bid envelope from the listed Structural Steel and Ornamental Iron, Plumbing, Heating and Ventilating Systems and Equipment, and Electrical Subcontractors:

- (1) NJ Public Works Registration Certificate
- (2) NJDPMC (Notice of Classification and Incomplete Contract Form)
- (3) NJ Licenses of Plumbing and Electrical Subcontractors

IB1.8 Proposals shall remain open for acceptance and may not be withdrawn for a period of sixty (60) days after Bid Opening Date.

IB1.9 Proposals not submitted and filed in accordance with instructions contained herein and in the Notice to Bidders may be rejected as non-responsive.

IB1.10 The Bidder shall make no additional stipulations in the Bid Proposal nor qualify his bid in any manner. Such qualification may result in the bid proposal being considered non-responsive.

## **1B2 Notice of Intent to Award & Bid Protest Procedures**

1B2.1 Within sixty (60) days of a bid opening, the College shall provide to all bidders a copy of a "Notice of Intent to Award a Contract;" and shall notify any nonresponsive/nonresponsible bidder of the basis for disqualification, unless, within the sixty (60) day period, the College requests that bidders agree to permit the bids to be held for a longer time period for consideration pending issuance of a "Notice of Intent to Award."

1B2.2 Any bidder, having submitted a proposal in response to this RFP and finding cause to protest the College's disqualification of a bid, or notice of intent to award, may make written request to the Contracting Officer setting forth, in detail, the specific grounds for challenging the disqualification of its bid or for challenging the College's intent to award the Contract, as applicable. The protest shall be filed within five (5) business days following the bidder's receipt of written notification that its bid is disqualified or of notice of the intent to award, as applicable.

1B2.3 The College shall consider the written record when deciding a bid protest. The written record may include, but is not limited to, the written protest, any written response to the protest submitted by the lowest responsible bidder, the terms, conditions and requirements of the RFP, the proposals submitted in response to the RFP, the evaluation committee report and/or the award recommendation document, pertinent administrative rules, statutes, and case law, and any associated documentation the College deems appropriate. In cases where no in-person presentation is deemed necessary pursuant to Section 1B2.4 below, the College shall afford the protester and other interested parties a fair opportunity to submit written statements and documents supporting the facts and the legal arguments relevant to the bid protest.

1B2.4 The Contracting Officer has the discretion to determine if an in-person presentation is necessary to reach an informed decision on the issues raised by the protester. An in-person presentation is a fact-finding hearing for the benefit of the College. The College has the discretion to permit attendance at an in-person presentation by those parties likely to be affected by the outcome of the protest. The in-person presentation shall be recorded electronically by the College and the electronic recording shall be available for public access as a "government record" under OPRA.

1B2.5 Any bidder who intends to be represented by an attorney at an in-person presentation must notify the Contracting Officer in advance to give the College an opportunity to have its counsel from the Attorney General's Office, Division of Law, attend in person or by telephone. If advance notification is not provided, the

**00 20 00 INSTRUCTIONS TO BIDDERS**

Contracting Officer may limit the bidder's attorney to advising and assisting the bidder by submitting questions to be asked of other participants/witnesses at the discretion of the Contracting Officer. The in-person presentation will not be rescheduled in this situation.

1B2.6 The Contracting Officer may award the Contract immediately, notwithstanding the receipt of a protest, if the failure to award the Contract will result in substantial cost to the College or if public exigency so requires. In such event, the College shall notify all interested parties. Award of the Contract shall be appealable to the Superior Court of New Jersey, Appellate Division, pursuant to N.J.S.A. 18A:3B-6(f).

1B2.7 The College reserves the right to waive any immaterial defects in the bid or the bidding process.

1B2.8 The College shall issue a written decision including findings of fact and conclusions and shall provide copies of the bid protest decision to all participants in the bid protest. The bid protest decision is a final decision of the "Contracting agent", as that term is defined in the State College Contracts Law, N.J.S.A. 18A:64-53(b). Notice of award of the Contract following a bid protest decision shall be provided to all bidders, and shall be appealable to the Superior Court of New Jersey, Appellate Division, pursuant to N.J.S.A. 18A:3B-6(f).

### **IB3 Bid Modification**

IB3.1 A bidder may modify his bid proposal by fax, email or letter at any time prior to the scheduled closing time for receipt of bids, provided such communication is received by the College prior to such closing time. A written confirmation of any bid modification signed by the Bidder must have been mailed and time-stamped by the Post Office prior to specified closing time. Such confirmation shall be accompanied by a newly executed affidavit of non-collusion.

IB3.2 Any bid modification request shall not reveal the basic Bid Price but only shall provide the amount to be added, subtracted or modified so that the final prices or terms will not be revealed until the sealed Proposal is opened. If written confirmation of the bid modification is not received within two (2) business days after the scheduled bid closing time, no consideration will be given to the bid modification request and the Bidder will be held to the original bid proposal amount.

IB3.3 Bids may be withdrawn upon written request received from Bidders prior to the time fixed for the Bid Opening. Right for withdrawal of a bid is lost after a bid has been opened. If any error has been made in the bid amount, request for the relief from the bid may be made in writing to the College. The written request shall be signed by an authorized corporate officer. A determination of whether the Bidder will be released shall be at the sole discretion of the College, who shall issue its finding within five (5) business days of his receipt of all pertinent information relating to such request for relief.

### **IB4 Consideration of Bids**

IB4.1 Award of Contracts or Rejection of Bids:

- a. Contracts will be awarded to the lowest responsible Bidder. The awards will be made, or the bids rejected, within sixty (60) days from the date of the opening of the bids.
- b. All bid deposits of unsuccessful Bidders (except the lowest three (3) Bidders) will be returned or refunded within five (5) days of the bid opening.

### **00 20 00 INSTRUCTIONS TO BIDDERS**

- c. The bid security deposits of the successful Bidder and the next two (2) lowest bidders will be retained by the College until the execution and delivery of a formal Contract and Performance and Payment Bonds by the low Bidder. At such time bid deposits of the other two (2) low Bidders will be returned.
- d. The College reserves the right to award the Contract upon the basis of a single bid for the entire work. Alternates will be accepted or rejected in numerical sequence as cited in the Bid Documents and shall not be selected at random except as provided herein. Add alternates and deduct alternates will be specified separately. The College may choose from the add and deduct alternates without priority between the two groups so long as selection within each group is in numerical sequence from the first to the last.
- e. The College reserves the right to waive in its sole discretion any bid requirements when such waiver is in the best interests of the College and where such waiver is permitted by law.
- f. The College reserves the right to reject any and all bids when such rejection is in the best interests of the College. The College also may reject the bid of any Bidder who, in its judgment, is not responsible or capable of performing the Contract based on financial capability, past performance, or experience

**IB4.2** The Bidder to whom the Contract is awarded shall execute and deliver the requisite Contract Documents including payment and performance bonds within the time specified. Upon his failure or refusal to comply in the manner and within the time specified, the College may either award the Contract to the next low responsible Bidder or re-advertise for new proposals. In either case, the College may hold the defaulting Bidder and his Surety liable for the difference between the applicable sums quoted by the defaulting Bidder and that sum which the College may be obligated to pay to the Contractor who undertakes to perform and complete the work of the defaulting Bidder.

## **IB5 Awards**

**IB5.1** In executing a contract, a successful bidder agrees to perform his work in a good and workmanlike manner to the reasonable satisfaction of the College and to complete all work within the contract duration as defined in the contract documents.

**IB5.2** Successful Bidders will be notified of the time and place for the signing of Contracts. Key requirements in the conduct of the Contract, including, but not limited to, the number of days for performance of the Contract, manner and schedule of payments and other administrative details will be reviewed at the award meeting. The time and place of the first job meeting also will be announced.

## **IB6 Qualification of Bidders**

**IB6.1** If the successful Bidder is a corporation, not organized under the laws of the State of New Jersey, or is not authorized to do business in this State, the Award of the Contract shall be conditioned upon the prompt filing by the said corporation of a Certificate to do business in this State and complying with the laws of this State in that regard. This filing must be made within the Department of Treasury, Division of Revenue. No Award of Contract will be made until the Department of State confirms this authorization.

**00 20 00 INSTRUCTIONS TO BIDDERS**

**IB6.2** The College reserves the right to reject a Bidder at any time prior to the signing of a Contract if information or data is obtained which, in the opinion of the College, adversely affects the responsibility and/or the capability of the Bidder to undertake and to complete the work regardless of the Bidder's previous qualification or classification. The College may conduct any investigation as it deems necessary to determine the Bidder's responsibility and capacity and the Bidder shall furnish all information and data for this purpose as the College may request.

**IB6.3** Bidder and the following Subcontractors must be pre-qualified with the New Jersey Department of Property Management and Construction for their respective trade classification and dollar amount of their bid amount:

- (1) Structural Steel and Ornamental Iron Work
- (2) Plumbing and Gas Fitting Work
- (3) Heating and Ventilating Systems and Equipment
- (4) Electrical Work

The Bidder must include the names of each Subcontractor as requested on the proposal form and include the DPMC Notice of Classification and Uncompleted Contracts Form for the Bidder and each Subcontractor listed above.

**IB6.4** The plumbing subcontractor listed on the Proposal Form by the Contractor, at the time the bid is submitted, must employ a licensed master plumber AND such licensed persons must own at least a 10% interest in the subcontractor's business. The College will require acceptable proof of same.

**IB6.5** Pursuant to N.J.S.A. 52:32-44, the Bidder and Subcontractors listed on the proposal form must have a valid business registration certificate on file with the Division of Revenue. The certificates will be requested prior to the time of contract, purchase order, other contract documents execution.

**IB6.6** Pursuant to P.L. 2012, c. 25, any bidder or business entity which, at the time of bid or award of this Contract, is identified on a list created by the N.J. Department of Treasury pursuant to this act as a person or entity engaging in investment activities in Iran as described in this act, shall be ineligible to, and shall not bid on or be awarded a contract for this Project. The affidavit will be requested prior to the time of contract, purchase order, other contract documents execution.

## **IB7 Deposit and Bid Bond**

**IB7.1** Each proposal shall be accompanied by a Bid bond or by a Certified Check, made payable to the College equal to ten percent (10%) of the total amount of the proposal, as an evidence of good faith, which guarantees that if the proposal submitted by the Bidder is accepted, the bidder will enter into the Contract and furnish the required Contract Documents and Surety Bonds. If a Bid Bond is submitted, it shall also provide that the Surety issuing the Bid Bond be bound to issue the required Payment and Performance Bonds, if the Bidder is awarded the Contract. If the Bidder whose proposal is accepted is unable to provide the Performance and Payment Bonds or fails to execute a Contract, then such Bidder and the Bid Bond Surety shall be obligated to pay to the College the difference between the amount of the bid and the amount which the College contracts to pay another party to perform the work. The College reserves the right to retain any Certified Check deposited hereunder as reimbursement for the difference as aforesaid, and shall return any unrequired balance to the Bidder. Should there be a deficiency in excess of the bid deposit, the Bidder and the Surety shall pay the entire amount of the College's difference in cost upon demand. Nothing contained herein shall be construed as a waiver of any other legal remedies the College may have by reason of a default or breach by the Contractor. Certified Checks or Bonds submitted by unsuccessful Bidders will be returned after the Contract has been executed. Contractors electing to furnish a Bid Bond must include Consent of Surety, both in form acceptable to the College.

**IB7.2** Attorneys-in-fact who sign Bid Bonds or Contract Bonds must file a certified Power-of-Attorney with the College indicating the effective date of that power.

**00 20 00 INSTRUCTIONS TO BIDDERS**

## **IB8 Performance and Payment Bond**

IB8.1 The successful Bidder shall furnish within seven (7) calendar days after the issuance of the Notice of Intent to Award Contract the required Performance and Payment Bonds in statutory form in an amount equal to one hundred percent (100%) of the total Contract Price as security for the faithful performance and for the payment of all persons and firms performing labor and furnishing materials in connection with this Contract. The Performance Bond and the Payment Bond must be separate instruments. No Contract shall be executed unless and until each Bond is submitted to and approved by the College and the Surety must be presently authorized to do business in the State of New Jersey.

IB8.2 The cost of Bonds shall be paid for by the respective bidders.

IB8.3 If at any time the College, for justifiable cause, is dissatisfied with any Surety or Sureties who have issued, or propose to issue, the Performance or Payment Bonds, the Contractor shall, within seven (7) calendar days after notice from the College to do so, substitute an acceptable Bond (or Bonds) in such form and sum and executed by such other Surety or Sureties as may be satisfactory to the College. The premiums of such Bond shall be paid by the Contractor. No Contract shall be executed and/or no Payment made under a Contract until the new Surety or Sureties shall have furnished such an acceptance Bond to the College.

IB8.4 Bonds must be legally effective as of the date the contract is signed. Bonds must indicate Contractors' names exactly as they appear on the Contract. Current Attorney-in-Fact instruments and financial statement of the Surety must be included with Bond. Bonds must be executed by an authorized Officer of the Surety. Bonds furnished under this article shall conform in all respects to the requirement and language of N.J.S.A. 2A:44-143 to 147.

## **IB9 Addenda and Interpretations**

IB9.1 No interpretation of the meaning of the Plans, Specifications or other Bid Documents will be provided to any Bidder unless such interpretation is made in writing to all prospective Bidders prior to Bid Opening. Any interpretations not made to all prospective Bidders shall be unauthorized and, not binding upon the College.

IB9.2 Every request for an interpretation or clarification of the Plans, Specifications or other Bid Documents shall be made in writing, addressed to Mr. Daniel Connelly of Cambridge Construction Management via e-mail [gromerojr@cambridgecm.com](mailto:gromerojr@cambridgecm.com) and must be received by **2:00 PM Friday April 3, 2015**. Any and all interpretations or clarifications must be issued by the College, in the form of Addenda and e-mailed to all prospective Bidders no later than seven (7) business days prior to the date of the opening of Bids. All Addenda issued shall become part of the Contract Documents and shall be acknowledged on the Proposal Form. Failure of a Contractor to acknowledge receipt of all such Addenda on the proposal form may result in the Bidder's proposal being considered non-responsive, at the option of the College.

IB9.3 Each Bidder shall be responsible for thoroughly reviewing the Contract Documents prior to submission of bids. Bidders are advised that no claim for expenses incurred or damage sustained on account of any error, discrepancy, omission, or conflict in the contract Documents shall be recognized by the College unless, and only to the extent that, a written request for interpretation, clarification, or correction has been submitted in compliance with section IB9.2, and the matter has not been addressed by the issuance of Addenda interpreting, clarifying and/or correcting such error, discrepancy, omission, or conflict.

## **IB10 Assignments**

IB10.1 The Contractor shall not assign the whole or any part of this Contract without written consent of the

**00 20 00 INSTRUCTIONS TO BIDDERS**

College. Money due or to become due the Contractor hereunder shall not be assigned for any purposes whatsoever.

#### **IB11 Federal Excise Taxes and State Sales Tax**

IB11.1 Bidders, in preparing their Bids, must take into consideration applicable Federal and State Tax Laws.

IB11.2 Under Chapter 32 of the Internal Revenue Code, an exemption certificate is on file with the Contracting Officer (Number 22-75-005).

IB11.3 Materials, supplies, or services for exclusive use in erecting structures or buildings or otherwise improving, altering or repairing all College-owned property are exempt from the State Sales Tax.

IB11.4 Bidders must make their own determinations as to the current status and applicability of any Tax Laws and the Contractor may make no claim based upon any error or misunderstanding as to the applicability of any Tax Laws.

IB11.5 Purchases or rentals of equipment are not exempt from any tax under the State Sales Tax Act.

#### **IB12 Product "Equivalent" Approval**

IB12.1 In accordance with N.J.S.A.18A:64-64, equal products, materials and equipment will be considered by the College for all products, materials and equipment specified in these bid documents regardless if the language "or equal" is not contained in each specification section. However, the process for submitting and receiving approval of proposed equivalent products, materials and equipment is outlined in IB12.2 below.

IB12.2 Should any Bidder wish to propose an equivalent product, material or equipment from a manufacturer that is not listed in the product specification section in order to receive competitive pricing, the Bidder shall submit a "Equivalent" Request for Approval form to the Construction Manager for review by the Architect. Approvals and/or rejections of the proposed products will be published in Addendums during the bidding process. All requests must be submitted no later than **2:00 PM Friday April 3, 2015** for consideration. No requests will be accepted after this date or after contract award. Rejection by the Architect of a proposed manufacturer and/or vendor shall be final and not subject to further review.

IB12.3 By submission of a bid, the Bidder confirms that all materials/equipment will be provided by the approved vendors and manufacturers as listed in the specifications and/or published addendums and the submitted bid amount reflects these vendor and manufacturer costs.

#### **IB13 Offer of Gratuities**

IB13.1 N.J.S.A. 52:34-19 makes it a misdemeanor to offer, pay or give any fee, commission, compensation, gift or gratuity to any person employed by the State. It is the policy of the College to treat the offer of any gift or gratuity by any company, its officers, or employees, to any person employed by Ramapo College as grounds for debarment or suspension of such company from bidding on and providing work or materials on College contracts.

**00 20 00 INSTRUCTIONS TO BIDDERS**