

TOWNSHIP OF NUTLEY

ESSEX COUNTY

NEW JERSEY

SPECIFICATIONS AND PROPOSAL

FOR

ELECTRICAL SERVICES

## **NOTICE TO BIDDERS**

**NOTICE IS HEREBY GIVEN** that sealed bids will be received by the Municipal Clerk for the Township of Nutley, County of Essex, State of New Jersey on **WEDNESDAY, DECEMBER 28, 2016 AT 3:00PM** Prevailing Time in the Commission Chambers, Third Floor, Township Hall, One Kennedy Drive, Nutley, N.J., at which time and place bids will be opened and read in public for:

### **ELECTRICAL SERVICES**

Specifications and other bid information may be obtained at the office of the Purchasing Agent, First Floor, Township Hall, during regular business hours.

Bidders are required to comply with the requirements of N.J.S.A.10:5-31 et seq. and N.J.A.C.17:27.

Term:

January 1, 2017 thru December 31, 2017 with an option to extend one year

BID\_DOCUMENT\_CHECKLIST

Bid Bond/Check

**Business Registration Certificate**

**Master Electrician License**

Photograph of Vehicles

Letterhead

**Affirmative Action Certification**

**Stockholder Disclosure Certification**

Non-Collusion Affidavit

Signed Proposal

Consent of Surety

**Public Works Contractor Registration**

This form need not be submitted. It is provided for bidder's use.

## GENERAL CONDITIONS

1. Township of Nutley, Essex County, New Jersey (hereinafter referred to as "OWNER") invites sealed bids pursuant to the Notice to Bidders.
2. Sealed bids will be received by the designated representative at the time and place stated in the Notice to Bidders, and at such time will be publicly opened and read aloud.
3. Each bidder shall submit a BID BOND OR A CERTIFIED CHECK in the amount of \$1000.00. All deposits of unsuccessful bidders will be returned within five days from bid date.
4. Successful bidder shall submit a PERFORMANCE BOND before contract can be awarded. Bond shall be in the amount of \$10,000.00.
5. Bids shall be submitted in a sealed envelope: (a) addressed to the OWNER, (b) bearing the name and address of the bidder written on the face of the envelope, and (c) clearly marked "BID FOR ELECTRICAL SERVICES."
6. Bids will be accepted only on the proposal form furnished by the OWNER. Bids must be submitted in ink or typewritten only. Specifications must accompany the proposal form.
7. The OWNER reserves the right to reject any all bids, to waive irregularities and technicalities, to request new bids on the items and award bids as the OWNER deems it will best serve its interest.
8. The successful bidder shall maintain during the life of the contract, insurance policies of the type and with the minimum limits indicated and in a form satisfactory to the municipality. Certificates of insurance shall be submitted with the contract prior to commencement of work. WORKERS COMPENSATION insurance in accordance with the laws of the State of New Jersey. GENERAL LIABILITY insurance with limits of not less than \$500,000 any one person, \$500,000 any one accident for bodily injury and \$500,000 aggregate for property damage. AUTOMOBILE LIABILITY insurance with limits of not less than \$500,000 any one person, \$500,000 any one accident for bodily injury and \$500,000 each accident for property damage.
9. Successful bidder will indemnify and hold harmless the OWNER from all claims, suits or actions and damages or costs of every name and description to which the OWNER may be subjected or put by reason of injury to the person or property of another, or the property of the OWNER, resulting from negligent acts or omissions on the part of the bidder, the bidder's agents, servants or subcontractors in the performance of the work under this agreement.
10. ALL BIDDERS for public work must be registered with the New Jersey Department of Labor. A copy of the bidders PUBLIC WORKS CONTRACTOR REGISTRATION MUST BE INCLUDED WITH THE BID.
11. Successful bidders on projects for public work shall adhere to all requirements of the New Jersey Prevailing Wage Act. The contractor shall be required to submit a certified payroll record to the OWNER within (10) days of the payment of the wages. The contractor is also responsible for obtaining and submitting all subcontractors' certified payroll records within the aforementioned time period.

12. All bidders shall be licensed MASTER ELECTRICIANS (is equal to an Electrician who is the holder of a Valid License issued by the NJ Board of Examiners of Electrical Contractors). A copy of SAID LICENSE must be attached to this bid.
13. Materials shall be of a qualitative nature and shall meet the final approval of the Director of Parks and Public Property and/or subordinate in charge.
14. All repair calls shall be honored within a twenty-four hour period or before, following proper authorization from the General Supervisor.
15. All emergency calls shall have a 1 hour response.
16. All other services shall be performed at the mutual convenience of the bidder and OWNER.
17. All electrical services and repairs, when necessary, shall be performed on any installation or facility of the OWNER, including inside and outside work pertinent to township buildings and public property.
18. The successful bidder shall be responsible for obtaining any necessary permits, when required by the Code Enforcement Department.
19. Materials furnished shall be Underwriter approved. All electrical work shall meet the requirements of the local electrical code.
20. All bidders for ELECTRICAL SERVICES must be qualified and responsible. If the bidder is doing business as a sole proprietorship, the bidder must hold a valid license in its name and be in good standing with the relevant licensing authority. If the bidder is doing business in the corporate form, then in addition to the foregoing, the bidder must be in good standing with the office of the Secretary of State, having complied with relevant filing and reporting requirements.
21. In order to receive payment, successful bidder when submitting invoices, must state hours worked, time of arrival, time of departure and show cost of materials purchased.
22. Successful bidder shall work cooperatively with the Superintendent of Parks and Public Property.
23. Copy of Business Permit must be enclosed with this bid.
24. All commercial vehicles used in connection with the business of Electrical Contracting shall be visibly marked with the license number, business permit number and the name of Electrical Contractor. Photo of vehicles must accompany this bid.
25. Copy of letterhead displaying name of Contractor, license number and business permit number shall be enclosed with this bid.
26. Successful bidder shall not assign, convey, transfer, sublet or otherwise dispose of the contract or any part to any other person, company, or corporation without the written consent of the OWNER.
27. Bids may be forwarded through the mail. However, the OWNER will not assume responsibility for those bids. It is the bidder's responsibility to see that bids are presented in the specific room and place at the hour designated.
28. In accordance with P.L.2004, c.57, all business organizations that do business with a local contracting agency (i.e. Township) are required to be registered with the State of New Jersey. All bidders must submit a copy of their BUSINESS REGISTRATION CERTIFICATE with bids.

**PROPOSAL FORM MUST APPEAR AS FIRST SHEET WHEN SUBMITTING BID**

BID PROPOSAL FORM

ELECTRICAL SERVICES

I/WE the undersigned propose to furnish the above services for a one year period pursuant to the bid specifications with an option to renew for another one year period and made part of:

LICENSED ELECTRICIAN:

LICENSE# \_\_\_\_\_

\_\_\_\_\_  
LABOR

Per hour rate for FOREMAN \$ \_\_\_\_\_

Per hour rate for JOURNEYMAN \$ \_\_\_\_\_

Per hour rate for APPRENTICE \$ \_\_\_\_\_

minimum service charge (if any) \$ \_\_\_\_\_

MATERIAL

Prices for material paid by Contractor

Plus OR<> \_\_\_\_\_

(Cross out one) Percent

Minus

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Federal ID# Or Social Security#

\_\_\_\_\_  
Address

\_\_\_\_\_  
Signature of Authorized Agent

\_\_\_\_\_  
Type of Print Name

\_\_\_\_\_  
Telephone Number

\_\_\_\_\_  
Fax Number

\_\_\_\_\_  
Date

**EXHIBIT A**  
N.J.S.A. 10:5-31 and N.J.A.C. 17:27-1 et seq.  
**MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE**  
**Goods , Professional Services and General Service Contracts**  
**(Mandatory Affirmative Action Language)**

**During the performance of this contract, the contractor agrees as follows:**

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation or sex. Except with respect to affectional or sexual orientation, the contractor will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation or sex. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting for the provisions of this nondiscrimination clause.

The contractor or subcontractor, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation or sex.

The contractor or subcontractor, where applicable, will send to each labor union or representative or workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et seq., as amended and supplemented from time to time and the Americans with Disabilities Act.

The contractor or subcontractor agrees to make good faith efforts to employ minority and women workers consistent with the applicable county employment goals established in accordance with N.J.A.C. 17:27-5.2 or a binding determination of the applicable county employment goals determined by the Division, pursuant to N.J.A.C. 17:27-52.

The contractor or subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, labor unions that it does not discriminate on the basis of age, creed, color, national origin, ancestry, marital status, affectional or sexual orientation or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

The contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the State of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

In conforming with the applicable employment goals, the contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, creed, color, national origin, ancestry, marital status, affectional or sexual orientation or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The contractor shall submit to the public agency, after notification of a Nard but prior to execution of a goods and services contract, one of the following three documents:

Letter of Federal Affirmative Action Plan Approval  
Certificate of Employee Information Report  
Employee Information Report Form AA302

The contractor and its subcontractors shall furnish such reports or other documents to the Division of Contract Compliance and EEO as may be requested by the Division from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Division of Contract Compliance & EEO for conducting a compliance investigation pursuant to Subchapter 1D of the Administrative Code at N.J.A.C. 17:27.

**AFFIRMATIVE ACTION COMPLIANCE NOTICE  
N.J.S.A. 10:5-31 and N.J.A.C. 17:27**

**GOODS AND SERVICES CONTRACTS  
(INCLUDING PROFESSIONAL SERVICES)**

This form is a summary of the successful bidder's requirement to comply with the requirements of N.J.S.A 10:5-31 and N.J.A.C. 17:27-1 et seq.

The successful bidder shall submit to the public agency, after notification of award but prior to execution of this contract, one of the following three documents as forms of evidence:

(a) A photocopy of a valid letter that the contractor is operating under an existing Federally approved or sanctioned affirmative action program (good for one year from the date of the letter);

OR

(b) A photocopy of a Certificate of Employee Information Report approval, issued in accordance with N.J.A.C. 17:27-4;

OR

(c) A photocopy of an Employee Information Report (Form AA302) provided by the Division and distributed to the public agency to be completed by the contractor in accordance with N.J.A.C. 17:27-4.

The successful vendor may obtain the Affirmative Action Employee Information Report (AA302) from the contracting unit during normal business hours.

The successful vendor(s) must submit the copies of the AA302 Report to the Division of Contract Compliance and Equal Employment Opportunity in Public Contracts (Division). The Public Agency copy is submitted to the public agency, and the vendor copy is retained by the vendor.

The undersigned vendor certifies that he/she is aware of the commitment to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27.1 et seq. and agrees to furnish the required forms of evidence.

The undersigned vendor further understands that his/her bid shall be rejected as non-responsive if said contractor fails to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27-1 et seq.

**Company:** \_\_\_\_\_

**Signature:** \_\_\_\_\_

**PRINTNAME:** \_\_\_\_\_

**TITLE** \_\_\_\_\_

**Date:** \_\_\_\_\_

**STATEMENT OF OWNERSHIP DISCLOSURE**

N.J.S.A. 52:25-24.2 (P.L. 1977, c.33, as amended by P.L. 2016, c.43)

**This statement shall be completed, certified to, and included with all bid and proposal submissions. Failure to submit the required information is cause for automatic rejection of the bid or proposal.**

**Name of Organization:** \_\_\_\_\_

**Organization Address:** \_\_\_\_\_

**Part I Check the box that represents the type of business organization:**

- Sole Proprietorship (skip Parts II and III, execute certification in Part IV)
- Non-Profit Corporation (skip Parts II and III, execute certification in Part IV)
- For-Profit Corporation (any type)     Limited Liability Company (LLC)
- Partnership     Limited Partnership     Limited Liability Partnership (LLP)
- Other (be specific): \_\_\_\_\_

**Part II**

The list below contains the names and addresses of all stockholders in the corporation who own 10 percent or more of its stock, of any class, or of all individual partners in the partnership who own a 10 percent or greater interest therein, or of all members in the limited liability company who own a 10 percent or greater interest therein, as the case may be. **(COMPLETE THE LIST BELOW IN THIS SECTION)**

**OR**

No one stockholder in the corporation owns 10 percent or more of its stock, of any class, or no individual partner in the partnership owns a 10 percent or greater interest therein, or no member in the limited liability company owns a 10 percent or greater interest therein, as the case may be. **(SKIP TO PART IV)**

(Please attach additional sheets if more space is needed):

Name of Individual or Business Entity	Home Address (for Individuals) or Business Address

**Part III DISCLOSURE OF 10% OR GREATER OWNERSHIP IN THE STOCKHOLDERS, PARTNERS OR LLC MEMBERS LISTED IN PART II**

If a bidder has a direct or indirect parent entity which is publicly traded, and any person holds a 10 percent or greater beneficial interest in the publicly traded parent entity as of the last annual federal Security and Exchange Commission (SEC) or foreign equivalent filing, ownership disclosure can be met by providing links to the website(s) containing the last annual filing(s) with the federal Securities and Exchange Commission (or foreign equivalent) that contain the name and address of each person holding a 10% or greater beneficial interest in the publicly traded parent entity, along with the relevant page numbers of the filing(s) that contain the information on each such person. **Attach additional sheets if more space is needed.**

Website (URL) containing the last annual SEC (or foreign equivalent) filing	Page #'s

Please list the names and addresses of each stockholder, partner or member owning a 10 percent or greater interest in any corresponding corporation, partnership and/or limited liability company (LLC) listed in Part II other than for any publicly traded parent entities referenced above. The disclosure shall be continued until names and addresses of every noncorporate stockholder, and individual partner, and member exceeding the 10 percent ownership criteria established pursuant to N.J.S.A. 52:25-24.2 has been listed. **Attach additional sheets if more space is needed.**

Stockholder/Partner/Member and Corresponding Entity Listed in Part II	Home Address (for Individuals) or Business Address

**Part IV Certification**

I, being duly sworn upon my oath, hereby represent that the foregoing information and any attachments thereto to the best of my knowledge are true and complete. I acknowledge: that I am authorized to execute this certification on behalf of the bidder/proposer; that the **<name of contracting unit>** is relying on the information contained herein and that I am under a continuing obligation from the date of this certification through the completion of any contracts with **<type of contracting unit>** to notify the **<type of contracting unit>** in writing of any changes to the information contained herein; that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification, and if I do so, I am subject to criminal prosecution under the law and that it will constitute a material breach of my agreement(s) with the, permitting the **<type of contracting unit>** to declare any contract(s) resulting from this certification void and unenforceable.

Full Name (Print):		Title:	
Signature:		Date:	

NON-COLLUSION AFFIDAVIT

State of New Jersey  
County of \_\_\_\_\_

ss:

I, \_\_\_\_\_ residing in \_\_\_\_\_  
(name of affiant) (name of municipality)  
in the County of \_\_\_\_\_ and State of \_\_\_\_\_ of

full age, being duly sworn according to law on my oath depose and say that:

I am \_\_\_\_\_ of the firm of \_\_\_\_\_  
(title or position) (name of firm)

\_\_\_\_\_ the bidder making this Proposal for the bid

entitled \_\_\_\_\_ and that I executed the said proposal with  
(title of bid proposal)

full authority to do so that said bidder has not, directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free, competitive bidding in connection with the above named project; and that all statements contained in said proposal and in this affidavit are true and correct, and made with full knowledge that the \_\_\_\_\_

\_\_\_\_\_ relies upon the truth of the statements contained in said Proposal  
(name of contracting unit)  
and in the statements contained in this affidavit in awarding the contract for the said project.

I further warrant that no person or selling agency has been employed or retained to solicit or secure such contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except bona fide employees or bona fide established commercial or selling agencies maintained \_\_\_\_\_

Subscribed and sworn to

before me this \_\_\_\_\_ day of

\_\_\_\_\_  
Signature

\_\_\_\_\_

\_\_\_\_\_  
(Type or print name of affiant under signature)

\_\_\_\_\_  
Notary public of

My Commission expires \_\_\_\_\_

(Seal)

CONSENT OF SURETY

A performance bond will be required from the successful contractor on this project, and consequently, all bidders shall submit, with their bid, a consent of surety in substantially the following form:

To: \_\_\_\_\_  
(Owner)

Re: \_\_\_\_\_  
(Contractor)

\_\_\_\_\_  
(Project Description)

This is to certify that the \_\_\_\_\_  
(Surety Company)

will provide \_\_\_\_\_ a performance bond in  
(Owner)

the full amount of awarded contract in the event that said contractor is awarded a contract for the above project.

\_\_\_\_\_  
(CONTRACTOR)

\_\_\_\_\_  
(Authorized Agent of Surety Company)

Date \_\_\_\_\_

**CONSENT OF SURETY MUST BE SIGNED BY AN AUTHORIZED AGENT  
OR REPRESENTATIVE OF A SURETY COMPANY AND NOT BY THE  
INDIVIDUAL OR COMPANY REPRESENTATIVE SUBMITTING THE BID.**

AMERICANS WITH DISABILITIES ACT OF 1990

Equal Opportunity for Individuals with Disabilities.

The CONTRACTOR and the TOWNSHIP do hereby agree that the provisions of Title II of the Americans with Disabilities Act of 1990 (the "Act") (42 U.S.C. 12101 et seq.), which prohibits discrimination on the basis of disability by public entities in all services, programs, and activities provided or made available by public entities, and the rules and regulations promulgated pursuant thereto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the TOWNSHIP pursuant to this contract, the CONTRACTOR agrees that the performance shall be in strict compliance with the Act. In the event that the CONTRACTOR, its agents, servants, employees, or subcontractors violate or are alleged to have violated the Act during the performance of this contract, the CONTRACTOR shall defend the TOWNSHIP in any action or administrative proceeding commenced pursuant to this Act. The CONTRACTOR shall indemnify, protect, and save harmless the TOWNSHIP, its agents, servants, and employees from and against any and all suits, claims, losses, demands, or damages of whatever kind or nature arising out of or claimed to arise out of the alleged violation. The CONTRACTOR shall, at its own expense, appear, defend, and pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the TOWNSHIP'S grievance procedure, the CONTRACTOR agrees to abide by any decision of the TOWNSHIP, which is rendered pursuant to, said grievance procedure. If any action or administrative proceeding results in an award of damages against the TOWNSHIP or if the TOWNSHIP incurs any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the CONTRACTOR shall satisfy and discharge the same at its own expense.

The TOWNSHIP shall, as soon as practicable after a claim has been made against it, give written notice thereof to the CONTRACTOR along with full and complete particulars of the claim. If any action or administrative proceeding is brought against the TOWNSHIP or any of its agents, servants, and employees, the TOWNSHIP shall expeditiously forward or have forwarded to the CONTRACTOR every demand, complaint, notice, summons, pleading, or other process received by the TOWNSHIP or its representatives.

It is expressly agreed and understood that any approval by the TOWNSHIP of the services provided by the CONTRACTOR pursuant to this contract will not relieve the CONTRACTOR of the obligation to comply with the Act and to defend, indemnify, protect, and save harmless the TOWNSHIP pursuant to this paragraph.

It is further agreed and understood that the TOWNSHIP assumes no obligation to indemnify or save harmless the CONTRACTOR, its agents, servants, employees and subcontractors for any claim which may arise out of their performance of the Agreement. Furthermore, the CONTRACTOR expressly understands and agrees that the provisions of this indemnification clause shall in no way limit the CONTRACTOR'S obligations assumed in this Agreement, nor shall they be construed to relieve the CONTRACTOR from any liability, nor preclude the TOWNSHIP from taking any other actions available to it under any other provisions of this Agreement or otherwise at Law.