

**INVITATION
TO
BID**

Notice is hereby given that sealed bids will be received by Lower Alloway's Creek Township for "Electrical Services" in accordance with specifications and general conditions which may be obtained from the CFO's office at 501 Locust Island Rd, Hancocks Bridge, New Jersey, during the hours of 9:00 a.m. and 4:00 p.m. Specifications are also available on the Township's website, www.lowerallowayscreek-nj.gov, under the Bids tab.

Each proposal shall be submitted in a sealed envelope with the name and address of the bidder clearly identified on the outside of the envelope together with the notation, "BID FOR ELECTRICAL SERVICES". All bids shall be submitted to the Township's CFO by 1:30 p.m. on December 10th, 2014, at the Township Municipal Building located at 501 Locust Island Road, P.O. Box 157, Hancock's Bridge, NJ 08038 at which time the bids will be opened and read aloud.

Each bid shall be accompanied by a bid bond or certified check, payable to Lower Alloways Creek Township in the amount of one thousand dollars as a guarantee that if the contract is awarded to said bidder, he will enter into contract therefore. Contract will be open-ended with all parts and supplies on an as needed basis.

The successful bidder shall enter into a written contract with Lower Alloway's Creek Township in Accordance with the Invitation to Bid, Specifications, General Conditions and the Award.

The Township reserves the right to reject any and all bids and to waive any informality as the interest of the Township may require. The Township is not responsible for loss or destruction of any bids mailed or delivered to the Township's CFO prior to the time set for bid opening.

All bidders must meet equal opportunity requirements of P.L. 1975, C 127, as described in the specifications. All bidders must comply with the provisions of P.L. 1977, C 33. Bidders are required to comply with the requirements of N.J.S.A. 10:5-31 et seq., N.J.A.C. 17:27 and N.J.S.A. 52:32-44.

By Order of Lower Alloway's Creek Township.

TOWNSHIP OF
LOWER ALLOWAYS CREEK
GENERAL INSTRUCTIONS AND CONDITIONS

1. BID SUBMISSION

Bids shall be returned on the bid form enclosed herein. They shall be returned in sealed envelopes addressed to:

PURCHASING AGENT
LOWER ALLOWAYS CREEK TWP.
P.O. BOX 157
HANCOCKS BRIDGE, NJ 08038

The envelope shall be marked in the lower left quadrant:

BID FOR Electrical Services

The Township accepts no liability for bids opened in error due to absence of such notation. The Township is not responsible for loss or destruction of any bids mailed or delivered to the Township purchasing agent prior to the time set for bid opening.

2. BID SECURITY (REQUIRED FOR THIS BID: YES NO)

When required, a bid bond, cashier's check or certified check, payable to Lower Alloways Creek Township, in the amount of ten (10%) percent of the total amount bid, not to exceed \$20,000.00, shall accompany each bid. It shall be subject to forfeit and retention by the township in lieu of other legal remedies, should a successful bidder fail to execute a contract and provide a performance bond or escrow fund (if required) within ten (10) days after the Township has tendered the contract.

3. PERFORMANCE BOND (REQUIRED FOR THIS BID: YES NO)

When a performance bond is specified, bidders shall include with their bid a surety company's certificate that it will provide a bond if the specified bidder is awarded a contract.

A successful bidder shall when required, furnish a performance bond in the amount of the contract. Said bond shall be that of an approved company, authorized to transact business in the State of New Jersey.

4. PUBLIC DISCLOSURE

No corporation or partnership may be awarded a contract for the performance of work or the furnishing of materials or supplies, unless it lists with its proposal, or prior thereto, the name and addresses of all stockholders who own ten (10) percent or more of its stock of any class, or all individual partners who own a ten (10) percent or greater interest therein (NJSA 52:24-24.2, PL 1977, Chapter 33).

Failure to supply this information shall be cause for disqualification of a vendor.

5. AWARD OF CONTRACT

Contract will be awarded to the lowest responsible vendor, but the Township reserves the right to reject any and all proposals and to waive any discrepancies therein.

6. EXCEPTIONS TO SPECIFICATIONS Exceptions, if any, to the R F P specifications, shall be noted on a separate sheet. The submitted by prospective vendor.

7. QUANTITY

Unless otherwise specified on the R F P form or in the special instructions for individual classes of commodity, the quantities listed are approximates only and the Township does not guarantee to purchase any definite quantities.

8. TIME FOR MAKING AWARDS

The Township shall make contract awards or reject all proposals within sixty (60) days after the proposal opening.

9. INDEMNIFICATION

Vendor shall agree, if awarded a contract, that they win indemnify and save harmless the Township of Lower Alloways Creek from all suits and actions of every nature and description brought against it, growing out of that contract, or contracts, written' or verbal, entered into between the Township and the successful vendor, and further that upon the awarding of the contract in accordance with these specifications, this agreement of indemnifications shall automatically become effective.

10. PRICES

Careless in quoting prices, or in preparation of proposals otherwise will not relieve the vendor. All prices shall be F.O.B. destination and net, with all discounts deducted except the cash discount for prompt payment of invoice, if offered.

11. WITHDRAWAL OF PROPOSAL

A written request for withdrawal of a proposal will be granted if received by the purchasing agent before any proposal has been opened.

12. TAXES

The Township is exempt from all Federal and state taxes.

13. AFFIRMATIVE ACTION

Vendors are required to comply with the requirements of P.L 1975, e127 (NJAC 17:27).

The contractor and its subcontractors shall furnish such reports or other documents to the Affirmative Action Office as may be requested 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 Affirmative Action Office for conducting a compliance investigation pursuant to subchapter 10 of the administrative code (NJAC 17:27).

14. QUESTIONS

Questions concerning this proposal invitation may be directed to the purchasing agent at (856) 935-2556, ext 621, during normal business hours (M-F, 8:30am -4:30pm).

15. ITEMS QUOTED

No vendor will be allowed to offer more than one price on each item even though he may feel that he has two or more types/products that will meet specifications. Vendor must determine for themselves which type/product to offer. If said vendor should submit more than one price on anyone item, all prices for that item shall be rejected.

16. RETURN OF PROPOSAL SECURITY

Said bond or check will be returned to the three lowest proposals upon receipt of approved performance bond, if required, and upon execution of a formal contract with the successful vendor.

17. ASSIGNMENT

The successful vendor shall not assign, transfer, convey, sublet or otherwise dispose of the contract or any part thereof to anyone without the written consent of the Township of Lower Alloways Creek.

18. RETURN OF CONTRACT

Non-performance by the successful vendor, or his failure to execute the contract or meet the performance bond requirements within ten (10) days after the award, may result, at the option of the Township, in his proposal security being forfeited to the Township as liquidated damages and not as a penalty.

19. DIFFERENCES

Should any differences arise between the contracting parties as to the meaning or intent of these instructions or specifications, the purchasing agent or his designated representative's decision is to be final and conclusive.

20. ADDITIONAL CLAIMS

The successful vendor agrees that he will make no claim for additional payment or any other concession because of any misinterpretation or misunderstanding of the contract on his part, or failure to fully acquaint himself with any conditions relating to the contract.

21. ORAL INSTRUCTIONS

Neither the Township nor its authorized representatives will be responsible in any way for oral answers unconfirmed in writing to any inquiries regarding the intent or meaning of these specifications.

22. NEW JERSEY LAWS

These specifications, instructions to vendors and all accompanying documents, the R F P and contract awarded to the successful vendor shall be construed in accordance with the laws of the State of New Jersey.

23. STANDARD CONTRACT

In lieu of a formal contract, the successful vendor's signature on their proposal page will bind them to all the terms and conditions of this request.

24. FAX PROPOSALS

Please be advised that fax transmissions of any of the required proposal documents can be made to (856)935-9176. Vendors can also email their proposal to kclour_cfo@comcast.net. **N/A**

25. PAYMENT

Payment for services will be made on the third Tuesday of each month subsequent to receipt of a signed voucher from the contractor with invoice attached attesting to the monthly services/billing.

SPECIFICATIONS FOR ELECTRICAL MAINTENANCE AND REPAIR

Intent

The purpose of this specification is to provide for a licensed Electrical Contractor to perform routine maintenance and emergency electrical service to all Lower Alloways Creek Township Buildings and Grounds.

Contract Term

The award of this contract shall be for **(24) twenty-four months**. The effective date shall be from award of contract by resolution of Township Committee.

This contract may included 2 one-year or 1 two-year extensions, based on the Price Index for State and Local Government Purchases of Goods and Services, computed and published quarterly by the United States Department of Commerce, Bureau of Economic Analysis, N.J.S.A. 40A: 11-2(38) and 11-15.

All contractors will be required to complete any project/service started while under contract with the Township of Lower Alloways Creek. The new contractor will not be responsible for incomplete projects/service. Final payment will not be released until the equipment/service is completed and working as per terms of contract.

Scope

This contract will cover all Lower Alloways Creek Township Buildings and Grounds. Work shall include, but is not limited to, providing electrical repair, installation and maintenance of equipment, including 80 foot high ball field lights and to be available for on call emergency service.

General Conditions

1. The contract shall be awarded to a New Jersey Licensed Electrical Contractor. Electrician(s) performing the work shall have completed a state approved apprentice program and shall have no less than five (5) years experience in the field. The contractor shall state their license number on the bid form.
2. The contractor shall maintain an adequate inventory of electrical parts and supplies which may be used in Township Buildings.
3. All work performed shall be guaranteed by the contractor for one (1) year including parts, materials and labor in addition to any standard factory warranties.
4. Parts or equipment damaged by the contractor shall be repaired or replaced at no cost to the Township.
5. The contractor shall supervise and direct all work using his best skills and attention. The contractor shall be solely responsible for methods, techniques, sequences, procedure and coordination of all phases of the work under contract.

The contractor shall, during the periods of inspection and/or repair, maintain good, clean, safe working conditions at all times and shall be responsible for keeping the areas free from debris, machine parts, tools, etc. and shall leave the areas clean and orderly.

6. The successful contractor must own or lease all equipment necessary to maintain the ball field tower lights.

Hours of Work

1. General repair work shall be performed between the hours of 8:30a.m. and 4:30p.m., Monday through Friday and shall be expeditiously scheduled and completed to the satisfaction of the Township.
2. Emergency repair service shall be available 24 hours per day, seven (7) days per week. The contractor will respond to all emergency calls by telephone within one-half (1/2) hour of notification and will have a service person at the job site within an additional one-half (1/2) hour thereafter. All emergency repair should be made before the service person leaves for the day.
3. The contractor must have some means of electronic communications (a cell phone or paging system) activated twenty-four (24) hours a day, seven (7) days a week, to ensure that immediate contact will be made, by the Superintendent of Public Works, Police Department or Building Services Coordinator when emergencies arise.

Supervision

All of the work provided for in these specifications shall be under the direct supervision of the Superintendent of Public Works, Building Services Coordinator or their designee. All work orders for the day will be signed for by the supervisor for that job with a copy directed to the Building Services Coordinator in the Public Works Department.

Rate Schedule

1. Contractor shall bid an hourly rate for normal working hours which **shall include all costs, labor, overhead, travel time to and from the site. The Township will not pay for travel time involved in obtaining parts and materials.** The rate applies to the repair service itself and not to the number of electrician(s) sent to the job. The Township of Lower Alloways Creek will pay for only (1) one technician. However, if the contractor determines the necessity of additional electricians to perform repair(s), contractor must notify the Superintendent of Public Works or the Building Services Coordinator.
2. Contractor shall also provide an overtime rate per hour for overtime hours, weekends, and holidays.
3. Award of contract shall be made to the lowest responsible contractor on a Unit Price Basis (Hourly Rate) for straight time.

References

- A. The Township may make such investigation as deemed necessary to determine the ability of the contractor to perform the work and the contractor shall furnish to the Township all such information and data for this purpose as the Township may request.
- B. The Township reserves the right to reject any bid if the evidence submitted by or investigation of such contractor fails to satisfy the Township that such contractor is properly qualified to carry out the obligation of the contract and to complete the work contemplated therein. Conditional quotes will not be accepted.
- C. Vendor is complete and return with their bid the vendor data sheets as outlined in these specifications.

Permits

The successful bidder will be responsible for securing all permits necessary to perform work in the Township. Fee for permits will be waived. Bidder will also be responsible for arranging any inspections needed through Lower Alloways Creek Township Building Department.

Parts/Equipment

The contractor shall offer a firm percentage discount off all parts and equipment required during this contract. All contractors shall apply their discounts to current pricing as contained within the publication Electrical Cost Data. Copies of this book can be obtained from R.S. Means Co, Inc., 100 Construction Plaza, Kingston, MA 02364, 1-800-448-8182.

Bills for parts must reflect book price first then discounted cost.

When submitting an invoice to the Township of Lower Alloways Creek for parts, you **MUST** submit your invoice showing your cost.

Minimum Rates of Pay

Prevailing Rate of Wages shall apply to all Township contractors for public work in excess of \$14,187.00 annually. We have included the current Prevailing Wage from the Labor Department. Certified payrolls must be submitted for all work performed.

It is the sole responsibility of the successful contractor to comply with all Federal, State and Local statutes concerning salaries and wages. No contractor shall be a firm that is disbarred, suspended or disqualified from bidding on, award of, or providing service and/or materials on New Jersey State Contracts.

Cancellation

The Township of Lower Alloways Creek may at any time during the contract period terminate the contract by giving thirty (30) days notice in writing to the other party of its intentions to do so for non-compliance with the terms and conditions of the agreement. This shall include cancellation of the contract if, in the opinion of the Township, the contractor is not performing in a satisfactory and acceptable manner.

In the event the Township cancels the contract, the contractor shall only be entitled to payments for work properly performed or completed.

Payment

Payment shall be made, in accordance with Township policy, to the contractor by the Township for the total number of hours of service rendered at the established hourly rate after approval by the Superintendent of Public Works or the Building Services Coordinator. Each bill shall include the date of service, the individual job site, the number of hours, and any parts (with discount) necessary for the repair.

Contractor must submit a signed Township voucher and invoice prior to payment being processed.

Insurance

Each bidder shall be required to provide with their bid a certificate of insurance showing that they carry the below listed types of insurance. The liability insurance coverage shall be considered as primary and not as excess insurance. The policies must be effective prior to the commencement of work and must remain in force until termination of work under this contract.

- A) Worker's Compensation – Statutory limits – Employers' Liability - \$100,000 limits
- B) General Liability, in a comprehensive form with a minimum limit of \$500,000 C.S.L.
- C) Motor Vehicle Liability, in a comprehensive form with a minimum limit of \$500,000 C.S.L. including:
 - 1) Owned vehicles
 - 2) Hire vehicles
 - 3) Non-owned vehicles

Neither approval by the Township nor failure to disapprove certificates of insurance furnished by the contractor shall release contractor of full responsibility for all liability and casualty claims or losses.

PROPOSAL FORM

The undersigned, having read the specifications attached thereto, hereby agrees to provide ELECTRICAL MAINTENANCE AND REPAIR, in strict accordance with this specification.

<u>ITEM #</u>	<u>DESCRIPTION</u>	<u>HOURLY RATE</u> 2014	<u>HOURLY RATE</u> 2015
1.	Straight time for electrical repairs. Normal work day is 8:30am to 4:03pm	\$	\$
2.	Overtime rate for emergency repairs	\$	\$
3.	Holiday rate for emergency repairs	\$	\$
4.	Percentage of discount off list price of parts	\$	\$
5.	Straight time rate for Apprentice / Helper	\$	\$
6.	Overtime rate for Apprentice / Helper	\$	\$
7.	Holiday rate for Apprentice / Helper	\$	\$
8.	Ballfield Lighting		
	A. Labor Rate	\$	\$
	B Equipment / Aerial Rate	\$	\$

Contractor must identify license # _____

PROPOSAL SHEET

We, the undersigned, hereby propose to supply the above mentioned services

SIGNATURE: _____

NAME: _____

TITLE: _____

NAME OF COMPANY: _____

ADDRESS: _____

PHONE: _____

TAX ID: _____

SUBSCRIBED AND NOTARIZED:

STOCKHOLDER DISCLOSURE CERTIFICATION
This Statement Shall Be Included with Bid Submission

Name of Business _____

I certify that the list below contains the names and home addresses of all stockholders holding 10% or more of the issued and outstanding stock of the undersigned.

OR

I certify that no one stockholder owns 10% or more of the issued and outstanding stock of the undersigned.

Check the box that represents the type of business organization:

- | | | |
|---|--|--|
| <input type="checkbox"/> Partnership | <input type="checkbox"/> Corporation | <input type="checkbox"/> Sole Proprietorship |
| <input type="checkbox"/> Limited Partnership | <input type="checkbox"/> Limited Liability Corporation | <input type="checkbox"/> Limited Liability Partnership |
| <input type="checkbox"/> Subchapter S Corporation | | |

Sign and notarize the form below, and, if necessary, complete the stockholder list below.

Stockholders:

Name: _____

Home Address: _____

Subscribed and sworn before me this ____ day of _____, 2__.

(Notary Public)

My Commission expires:

(Affiant)

(Print name & title of affiant)

(Corporate Seal)

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 by _____

Subscribed and sworn to

before me this day

Signature

_____, 2 _____

(Type or print name of affiant under signature)

Notary public of

My Commission expires _____

(Seal)

VENDOR DATA SHEETS

The Bidder states that he has carefully examined the specifications and that he has fully informed himself regarding all conditions pertaining to the work to be done, and that he will furnish all labor and material and assume all responsibilities even though not specifically mentioned but which are necessarily required or reasonably implied to obtain the completed conditions contemplated.

1. The number of years your firm has been performing the specified services:

2. The location of your office that will be responsible for managing this contract:

Name: _____

Address: _____

Phone: _____

3. The name and telephone of a responsible individual that can be contacted at all times if service or information is required by the Owner:

Name: _____

Address: _____

Phone: _____

4. The name and telephone of references for this type of service rendered by your firm within the last 24 months:

Name: _____

Address: _____

Phone: _____

4. The name and telephone of references for this type of service rendered by your firm within the last 24 months: (con't)

Name: _____

Address: _____

Phone: _____

** ** * * * * * * * * *

Name: _____

Address: _____

Phone: _____

** ** * * * * * * * * *

Name: _____

Address: _____

Phone: _____

** ** * * * * * * * * *

Name: _____

Address: _____

Phone: _____

** ** * * * * * * * * *

Name: _____

Address: _____

Phone: _____

** ** * * * * * * * * *

5. Please provide a listing of contracts your firm has lost during the last 3 years:

<u>Client</u>	<u>Reason Terminated</u>
1. _____	_____
2. _____	_____
3. _____	_____

6. The Bidder hereby verifies that he attended the mandatory Pre-Bid Conference held _____

Bidder's Signature: _____

7. The Bidder hereby acknowledges the receipt of the following issues of Addenda, if any:

Addendum No. _____ Dated _____

Addendum No. _____ Dated _____

Respectfully submitted,

NOTE: If the Bidder is a corporation, the President or other head officer shall sign and affix the corporate seal to be attested to by the Secretary.

Legal Name of Corporation

Business Address

(SEAL)

Signature of President or Other
Head Officer & Title of Such Officer

ATTEST:

Signature of Secretary

Date _____

NOTE: If the bidder is an unincorporated firm or partnership, it shall be signed by the firm or partnership name and also by all partners or members of the firm in their individual names.

Legal Name of Firm or Partnership

Business Address

Name of Owner or Partner

Name of Owner or Partner

Date _____

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.

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 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.

COMPANY: _____

SIGNATURE: _____

PRINT NAME: _____

TITLE: _____

DATE: _____

ACKNOWLEDGEMENT OF RECEIPT OF ADDENDA

The undersigned Bidder hereby acknowledges receipt of the following Addenda:

Addendum Number

Dated

No Addendum Received

Dated

Acknowledged for:

(Print or Type Name of Bidder)

By: _____
(Print or Type Name of Authorized Individual)

Signature: _____

Title: _____

Lower Alloways Creek Township

BID DOCUMENT CHECKLIST*

Required by owner	Submission Requirement	Initial each required entry and if required submit the item
<input checked="" type="checkbox"/>	Stockholder Disclosure Certification	
<input checked="" type="checkbox"/>	Non-Collusion Affidavit	
<input checked="" type="checkbox"/>	Bid Proposal Form	
<input checked="" type="checkbox"/>	References (VENDOR DATA SHEETS)	
<input checked="" type="checkbox"/>	PROOF OF INSURANCE	
<input type="checkbox"/>	Bid Guarantee (with Power of Attorney for full amount of Bid Bond)	
<input type="checkbox"/>	Public Works Contractor Certificate	
<input type="checkbox"/>	Consent of Surety (with Power of Attorney for full amount of Bid Price)	
<input checked="" type="checkbox"/>	Mandatory Affirmative Action Language	
<input checked="" type="checkbox"/>	Acknowledgement of Receipt of Addenda	
<input type="checkbox"/>	Americans with Disabilities Act of 1990 Language	
<input checked="" type="checkbox"/>	Proof of Business Registration	

*This form need not be submitted. It is provided for bidder's use in assuring compliance with all required documentation.