

NOTICE TO BIDDERS

NOTICE IS HEREBY GIVEN, that sealed Bids will be received by the Board of Commissioners of the City of Union City, County of Hudson, State of New Jersey on **February 7, 2018 at 12:00 PM (noon)** prevailing time in the City Clerk's Office, second floor, 3715 Palisade Avenue, Union City, New Jersey, 07087 at which time and place the bids will be opened and read in public for:

Electrical Services

Bid information may be obtained at the City Clerk's Office, City Hall, Second Floor, 3715 Palisade Avenue, Union City, New Jersey 07087 during regular business hours of 9:00 am to 4:00 pm.

Each bid must be enclosed in a sealed envelope bearing the name and address of the bidder. Must be addressed to the City of Union City and plainly marked

Electrical Services

The Board of Commissioners reserves the right to reject any and all bids and to waive any information and bids. 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.

BY ORDER OF:

Erin Knoedler
Deputy City Clerk

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INSTRUCTIONS AND REQUIREMENTS

1. The intent of this bid is for the City of Union City to make an award of separate contracts for the Routine and Emergency Electrical Services. The successful bidder shall service the City of Union City for the term of the contract as a priority customer.
2. All bids must be submitted in ink or typewritten only. No bids will be accepted in pencil or other non-permanent marking.
3. The bid (cover) sheet must be completed and signed by a company official in order to be accepted by the City of Union City as a valid bid.
4. A statement must be submitted setting forth the names and addresses of all the stockholders in the corporation who own ten (10) percent or more of its stock of any class, or all individual partners in the partnership who own a ten (10) percent or greater interest therein. If this does not apply, the bidder must then sign at the bottom of the page. The corporation / partnership statement form is attached as a part of this bid package. Failure to meet this requirement will result in bid rejection.
5. A bid cannot be withdrawn after the expiration of the time set for receiving bids, nor can any changes in price or other details be made by letter, telegram or verbal statement.
6. Should the bidder wish to state any exceptions to the specifications or other terms, they must do so on company letterhead attached to the formal bid. It is mandatory that the bidder list and explain in detail all deviations and / or substitutions must be neatly printed in ink or typed. It shall be clearly understood that if no deviation or substitution is taken, the bidder shall supply all products and services exactly as specified. The bidder must, however, note on the Bid Form that exceptions are attached.
7. Payment for products and services will be made upon completion and acceptance of the work by the Board of Commissioners and payment will be made within thirty (30) days of receipt of a properly certified and tabulated City of Union City payment voucher. Bid amounts will be broken down by budget year, and paid annually when invoiced.
8. The Board of Commissioners reserves the right to award this bid in whole or in part.
9. The City reserves the right to reject any or all bids and award the bid to the lowest responsible bidder.
10. All work must be completed in a workmanlike manner using industry standard materials and must be completed in a timely fashion.
11. The successful bidder will be responsible for beginning the work immediately after receiving notice by the City of Union City that a contract has been awarded.

12. All bids must be enclosed and received in a sealed envelope and plainly marked on the outside of the envelope:

Electrical Services

13. Any questions regarding the technical portion of this bid should be referred to Mike Robinson of the Purchasing Department. All formal requests are to be made in writing.
14. During the performance of this contract (Affirmative Action):
 - (a) The parties to this contract agree to incorporate into this contract the mandatory language of subsection 3.4(a) of the Regulations promulgated by the Treasurer pursuant to P.L. 1975, c.127, as amended and supplemented from time to time, and the contractor or subcontractor agrees to comply fully with the terms, provisions and obligations of said subsection 3.4(a) provided that the said subsection shall be applied subject to the terms of subsection 3.4(a) of said regulations.
 - (b) The parties to this contract agree to incorporate into this contract the mandatory language of section 5.3 of the Regulations promulgated by the Treasurer pursuant to P.L. 1975, c.127. as amended and supplemented from time to time, and the contractor or subcontractor agrees to comply fully with the terms, provisions and obligations of said section 5.3.
15. The City of Union City normally awards contracts or rejects all bids within an approximate 30-day time frame, but in no case in more than 60-days. Exceptions to this schedule would be in accordance with N.J.S.A. 40A:11-24 which provides that "any bidder who consent thereto may, at the request of the contracting unit, have their bids held for consideration for such longer period as may be agreed." All bidders are advised of this schedule since bids must be firm when bid and must remain so for 60 days or longer if otherwise agreed to by the City and the bidder.
16. The successful bidder will be required to execute a purchase order contract which will include all terms, conditions, and specification documents. No terms or conditions other than those set forth in the specifications shall be included in the purchase order contract documents, nor will any form of contract submitted by the successful bidder be accepted by the City of Union City in lieu of the City's form of contract.
17. The successful vendor shall not assign, convey, transfer, sublet or otherwise dispose of the contract or any part and / or to any other person, company or corporation without the prior written consent of the Board of Commissioners of the City.
18. Property Damage: The Contractor shall be held responsible for all damages or injury done by those in their employ to a City Property including but not limited to Buildings, Business Personal Property, Vehicles and Equipment. The Contractor shall restore or repair, at his own expense, in a manner satisfactory to the owner, such property as was damaged by those in his employ during the execution of the project. In case of failure on

the part of the Contractor to restore or repair such property in the manner satisfactory to the owner, a Commissioner may, upon 48-hour notice to the Contractor, proceed to make such repairs or restore such property, that in his judgment has been injured or damaged by the Contractor or those in his employ, and the cost thereof will be deducted from any monies due or which may become due the Contractor under this contract.

19. INSURANCE REQUIREMENTS:

- (a) The Contractor shall be required to carry full insurance including comprehensive general liability; product liability; workman's compensation insurance; which shall cover all operations of the Contractor, its employees, agents and servants hereunder, and; motor vehicle and equipment used by the Contractor in connection with the Contractor's operations under the Contract. Said insurance, by endorsement, shall fully protect the City of Union City from liability.
- (b) Certificates naming the City of Union City as an additional named insured, and evidencing such insurance coverage, shall be filed with the City Clerk prior to the commencement of operations hereunder by the Contractor.

The following Certificates of Insurance must be furnished:

- I. Worker's Compensation; Part Two - Statutory
- II. Comprehensive General Liability:
 - A. Minimum limits: \$1,000,000.00;
Combined Single Limit Coverage to include:
 - Premise/Operations;
 - Independent Contractors;
 - Product/Completed Operations;
 - Contractual;
 - Personal Injury;
 - Broad Form Property Damage;
 - City of Union City as additional insured.
 - B. Comprehensive General Liability must be maintained for at least one year after completion of the contract and its acceptance by the City of Union City.

The certificate of insurance shall designate the City of Union City as an additional insured and shall contain a thirty (30) day notice of cancellation whereby the City Clerk will be provided with a written notification of cancellation. Said insurance must be paid for a minimum of six (6) months into the contract period at the time of the contract.

It is understood and agreed that the Contractor is an independent Contractor and not an employee of the City of Union City.

The Contractor agrees to indemnify and hold harmless the City of Union City, and Board of Commissioners of the City of Union City, and all of its officers, agents and employees

of and from any and all liability for damages for injury to person and property, including death and against and from all suits and actions and all costs, damages and change of whatsoever kind of nature, including reasonable attorneys' fees to which the City of Union City maybe put for or on account of any injury or alleged injury to person, including death, or property, resulting from the negligent performance of the Contractor's operations under this Contract, or by or in consequence of any neglect or omission on the part of the Contractor whether intentional or unintentional, or in the absence thereof, by anyone directly or indirectly employed by the Contractor, and for whom the Contractor is liable.

The Contractor shall hold the City of Union City harmless for damages to the Contractor's Equipment utilized during the term of this Contract.

Programs of self-insurance are not acceptable.

The bidder is directed to provide a copy of the insurance requirements as described in item 19 to their insurance broker to determine that this requirement can be satisfied. A contract will not be awarded until proof of the aforementioned insurance requirements in a form of an insurance certificate is submitted after the bid opening and before the award of the contract.

20. Bids maybe forwarded through the mail, however, the City of Union City will not assume responsibility for those bids. It is the bidder's responsibility to see that bids are presented to the City Clerk on the hour and at the specific room and place designated.
21. The successful bidder whose bid is accepted will be held responsible for any loss or error arising from their failure or misunderstanding of the requirements listed in the specifications.
22. The successful bidder will provide all the necessary tools and equipment required to start and complete the job.
23. Bidders shall sign Exhibit A regarding affirmative action requirements for procurement, professional and service contracts. The successful bidder shall be responsible for providing a valid employee information report or completing an AA-302 form within ten (10) days of a contract award. If awarded a contract your company/firm will be required to comply with the requirements of N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27.
24. Bidders shall sign the attached Non-Collusion Affidavit.
25. The Contractor, by submitting a bid, attests to the fact that neither he or she, his or her company, nor any sub-contractors are prohibited from receiving the award under N.J.S.A. 34:11-56.38 (regarding State of New Jersey list of debarred contractors and sub-contractors).
26. Equal or tied bids. The City of Union City reserves the right to award at its discretion to any one of the tie bidders in any procedure it deems fair and in the best interest of the City of Union City.

27. Whenever possible, contractor will use manufactured products of the United States. Items of foreign origin must be so indicated. Contractor's signature on the Bid will be taken as its certification that all manufactured articles, materials, supplies, not so indicated, have been made or produced in the United States.
28. Bidder must include a copy of the State of New Jersey Business Registration Certificate, as required by New Jersey P.L. 2001, Chapter 134.
29. All items to be bid which refer to specific brand names shall be read to include "or equivalent".

Proposal Specifications

A. Scope of Work

These specifications shall establish the work requirements for an electrical contractor, licensed by the state of New Jersey, to perform a portion of the City's electrical services on a routine and emergency basis.

The term electrical work, when used in these specifications shall mean work on electrical transmission and distribution conductors and systems in their ancillary parts and subsystems. These services shall not be make part of any other contract, or be part of any other City contract or contracts for general construction which may include electrical work. This contract shall be effective at various locations throughout the buildings and grounds of the City of Union City.

B. Response Time

The successful contractor shall be required to respond on a 24 hour, seven day per week basis to any City owned facility. Response time shall be two hours from the time of notification for an "EMERGENCY" and four hours for the time of notification for any "routine" call during regular business hours. Response shall be defines as the appearance of the electrician at the location. Other communication than actual physical presence will not be accepted. The contractor or the contractor's representative shall be prepared with all tools and appliances. The contractor shall provide multiple alternate "after hours" telephone numbers so that a contractors representative can be notified at all hours, and all days. It is the responsibility of the contractor to insure that a duly authorized City representative will be able to notify the contractor on an open telephone line at any time.

C. License

The contractor shall submit a copy of his current State of New Jersey Electrical License with this proposal. **Failure to do so will result in the rejection of the proposal.**

D. Contract Duration

The contract period shall be for twelve consecutive months from the date of the award by the Board of Commissioners. In the event that the State law is changed in regard to this service, the City retains the right to cancel this contract, or modify same to reflect the changes in the law, at the City's option, upon 30 days written notice to the contractor.

E. Equipment Available

Contractors must possess (own, long term lease, or be able to obtain within 48 hours) all necessary equipment to successfully perform all requirements of these specifications.

F. Method of Award

Contract shall be awarded to the contractor who submits the most favorable proposal, price and other factors included.

G. Travel Time

Travel time shall not be paid, or be reimbursable, as a separate item in the contract. The proposal shall include all costs incurred by the contractor as a part of the labor hours. Compensation shall commence from the time of arrival at the City location.

H. Description of Items

1. All unit prices for Electrical Services shall be an all-inclusive price, including Contractor's cost for all labor, supervision, travel time, overhead and profit. The clock starts when the Contractor arrives at the worksite. The Contractor shall be compensated for each call under Item 1, 2, 3 or 4 for the total actual hours worked.
2. Overtime working hours for items 2, 3, and 4 shall mean hours as listed Monday through Friday and all day Saturday, Sunday and legal holidays of the State of New Jersey.
3. All work described in items 1, 2, 3 and 4 shall be performed only when ordered by the Superintendent of Public Works or the Purchasing Agent. When work orders cannot be completed during regular working hours the contractor must obtain approval of the Superintendent, prior to continuing work during overtime working hours. Overtime working hours will not be approved if the Contractor does not respond in the time frame specified.

I. Parts And Material Purchased by Contractor

The amount to be expended on electrical services varies greatly from year to year. The amount will include parts, material and labor. For proposal purposes, the proposal will be broken down into two sections – one for parts and materials and the other for labor. The quantities in the proposal form are based generally on average annual estimates. However, there is no guarantee or assurance of any kind that the quantity of electrical services will be in the amounts indicated.

Contractor is expected to respond to requests from authorized City representatives as required. Requests would include repair of streetlights and moving or adding electrical fixtures at municipal facilities.

The Contractor shall be compensated only for parts and materials actually purchased in accordance with this section.

Net price shall be contractor's actual cost after deducting all permitted cash and trade discounts, rebate allowances, credits, sales taxes, commissions and refunds (whether or not any or all of the same shall have been taken by the Contractor) of all parts and materials purchased by the Contractor solely for use in performing his obligation herein, provided all such purchases have received prior written approval of the City as required herein.

The Superintendent of Public Works, Purchasing Agent or Police Chief may authorize the Contractor to directly purchase parts and materials as required by the specific situation. Upon receiving approval in writing for the Superintendent of Public Works, Purchasing Agent or Police Chief, the Contractor shall obtain the required items. Items so purchased by the Contractor become property of the City.

Only the Superintendent of Public Works, Purchasing Agent or Police Chief and/or their respective designee(s) shall order or authorize work billed under this contract. Although any City department, office, agency, or entity may be entitled to participate and benefit from this

contract, authorization to purchase shall be vested solely in the Superintendent of Public Works, Purchasing Agent or Police Chief and/or their respective designee(s). All changes or revisions shall be in written form, and shall be communicated to the Contractor by the Superintendent of Public Works, Purchasing Agent or Police Chief. The Borough will not be responsible and will not reimburse the Contractor for any work which is not properly authorized in the method outlined above.

Planned work shall require a Purchase Order number in order to expedite billing. Orders shall generally be communicated to the Contractor by facsimile or by email. Emergency work can be ordered verbally by the designated individuals. A Purchase Order number shall not be required until the next business day.

Billing shall be complete in all detail and show the time worked by each listed individual, the exact location, description of services, parts and materials used and their cost. Forms shall be completely filled out, or payment may be held until requirements are met.

City of Union City
Electrical Services
Proposal

One year contract from date of contract award
The City holds an option for one additional year

I (we) hereby certify that I (we) have read the proposal documents and specifications attached hereto and fully understand the meaning of all of them. If awarded the contract, I (we) hereby agree that I (we) will comply with all of the terms, covenanats and agreements set forth therein.

I (we) agree to receive as full compensation for furnishing all materials, labor, tools, and/or equipment called for under these specifications, the following prices:

Item #	Work Hours	One Year Estimated Hours	Unit Price per Hour \$ (fill-in)	Estimated Total \$ (fill-in)
1	Electrical Services during regular working hours, per man hour, Monday - Friday 9am - 5 pm	200 Man Hours X	\$ _____ =	\$ _____
			(fill in)	(fill in)
2	Electrical Services during overtime hours, per man hour, Monday - Friday 5 pm - 8 am, Saturday 8 am - 5 pm	50 Man Hours X	\$ _____ =	\$ _____
			(fill in)	(fill in)
3	Emergency Call-in, per man hour. Saturday 5 pm - 8am and Sunday 8 am - 5 pm	50 Man Hours X	\$ _____ =	\$ _____
			(fill in)	(fill in)
4	Emergency Call-in, per man hour Sunday 5 pm - 8 am and Holidays any time of day	30 Man Hours X	\$ _____ =	\$ _____
			(fill in)	(fill in)
5	Estimated one year Parts and Supplies expenditure is \$25,000	Contractor's markup percentage _____% (fill in)	Multiply percentage by \$25,000	\$ _____ (fill in)
Total All the Above to Produce the Annual Estimated Cost: \$ _____ (fill in)				

Proposal is the cost of the labor and the markup of the parts and the materials. The proposal is awarded based on the total annual cost and other factors. The quantities in the proposal form are based generally on average annual estimates. However, there is no guarantee or assurance of any kind that the quantity of electrical services will be in the amounts indicated.

TOTAL ESTIMATED ONE YEAR CONTRACT PRICE (from above)

\$ _____
(in numbers)

(in words)

Respectfully Submitted,

Signature

Print Name and Title

Company Name

Company Phone Number

Company Address

Company Fax Number

City, State, Zip

Federal Tax Identification Number

CERTIFICATE OF AUTHORITY, IF BIDDER IS A CORPORATION

I, the undersigned, as Secretary of the corporation submitting the foregoing Bid, hereby certify that under and pursuant to the bylaws and resolutions of said corporation, each officer who has signed said bid on behalf of the corporation is fully and completely authorized so to do.

(Corporate Seal)

Signature

Prices quoted shall be firm, net exclusive of all use, sales and excise taxes AND must include all transportation, delivery and unloading costs, fully prepaid, FOB destination - City of Union City, New Jersey, 3715 Palisade Avenue Union City, New Jersey 07087,

The Registered Federal Excise Number for the City of Union City is IRS 22-600-2354

EXHIBIT A

MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE N.J.S.A. 10:5-31 et seq. (P.L. 1975, C. 127) N.J.A.C. 17:27

GOODS, PROFESSIONAL SERVICE AND GENERAL SERVICE CONTRACTS

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, gender identity or expression, disability, nationality or sex. Except with respect to affectional or sexual orientation and gender identity or expression, the contractor will ensure that equal employment opportunity is afforded to such applicants in recruitment and employment, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Such equal employment opportunity 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 forth 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, gender identity or expression, disability, nationality 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 afford equal employment opportunities to minority and women workers consistent with Good faith efforts to meet targeted county employment goals established in accordance with N.J.A.C. 17:27-5.2, or Good faith efforts to meet targeted county employment goals determined by the Division, pursuant to N.J.A.C. 17:27-5.2.

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, gender identity or expression, disability, nationality 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 targeted 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, gender identity or expression, disability, nationality 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 award 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 Public Contracts Equal Employment Opportunity Compliance as may be requested by the office 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 Public Contracts Equal Employment Opportunity Compliance for conducting a compliance investigation pursuant to **Subchapter 10 of the Administrative Code at N.J.A.C. 17:27.**

Company Name:

Signature:

Print Name and Title:

Date:

Phone Number:

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:

STATEMENT OF INDIVIDUAL(S) OWNING 10% OR MORE OF STOCK OR INTEREST IN THE BIDDER'S BUSINESS ENTITY

In accordance with N.J.S.A. 52:25-24.2, no corporation, partnership, limited partnership, limited liability corporation, limited liability partnership, subchapter S corporation or sole proprietorship, shall be awarded a contract, unless prior to the receipt of the bid or accompanying the bid of the corporation, partnership, limited partnership, limited liability corporation, limited liability partnership, subchapter S corporation or sole proprietorship, there is submitted to the City, a statement setting forth the names and addresses of all stockholders who own 10% or more of the stock, of any class or of all individual partners who own a 10% or greater interest in the corporation, partnership, limited partnership, limited liability corporation, limited liability partnership, subchapter S corporation or sole proprietorship, if one or more such stockholder or partner is itself a corporation or partnership, the stockholders holding 10% or more of that corporation's stock, or the individual partners owning 10% or greater interest in that partnership, as the case may be, shall also be listed. The disclosure shall be continued until names and addresses of every non-corporation stockholder and individual partner, exceeding the 10% ownership criteria established in this act has been listed. This form shall be submitted with the bid whether or nor a stockholder or partner owns less than 10% of the business submitting the bid.

Date:

LEGAL NAME OF BIDDER: _____

Check which business entity the bidder is:

Complete if the bidder is one of three 3 types of Corporations:

Limited Liability Corporation _____

Date Incorporated:

Subchapter S Corporation _____

Where Incorporated:

Partnership _____

Note: If no stockholder or partner owns 10% or more of the business submitting the bid, please sign and date this form.

Limited Partnership _____

Limited Liability Partnership _____

Sole Proprietorship _____

BUSINESS ADDRESS:

SIGNATURE

DATE

Street Address

City State Zip

Telephone Number

Fax Number

Listed below are the names and addresses of all stockholders or individuals who own ten (10%) percent or more of its stock of any classes, or who own ten (10%) percent or greater interest therein.

Name Address

Name Address

BIDDER'S AFFIDAVIT INDICATING THEY ARE
NOT DEBARRED, SUSPENDED AND DISQUALIFIED
BY THE STATE OF NEW JERSEY
CITY OF UNION CITY COUNTY OF HUDSON

I, _____ of the City of _____ in the County of _____ and the State of _____ of full age, being duly sworn according to law on my oath depose that:

I am _____, an officer of the firm of Bid for the above named work, and that I executed the said Bid with full authority to do so; that said bidder at the time of making of this bid is not included on the State of New Jersey, Department of the Treasury, Division of Property Management & Construction List of Debarred, Suspended and Disqualified bidders and that all statements contained in said Bid and in this Affidavit are true and correct, and made with the full knowledge that the City relies upon the truth of the statements contained in said Bid and in statements contained in the Affidavit in awarding the contract for said work.

The undersigned further warrants that should the name of the firm making this bid appear on the State Treasurer's List of Debarred, Suspended and Disqualified Bidders at any time prior to, and during the life of this Contract, including the Guarantee Period, that the City shall be immediately so notified by the signatory of this Eligibility Affidavit.

The undersigned understands that the firm making the bid as a Contractor is subject to debarment, suspension and / or disqualification in contracting with the State of New Jersey and the Department of Environmental Protection if the Contractor, pursuant to N.J.A.C. 7:1-5.2, commits any of the acts listed therein, and as determined according to applicable law and regulation.

Name of Contractor (Type or Print)

Signature & Title

Name of Affiant (Type or Print)

Subscribed and Sworn before me this _____ day of _____, 2018.

Notary Public

**CITY OF UNION CITY
HUDSON COUNTY, NEW JERSEY
HOLD HARMLESS AGREEMENT**

FOR

Electrical Services

BETWEEN:

The City of Union City
3715 Palisade Avenue
Union City, NJ 07087

AND:

Contractor:
Address:
Telephone:
Fax Numbers:

It is understood and agreed the Contractor is:

1. An independent Contractor and not an employee of the City of Union City.
2. The Contractor agrees to indemnify and hold harmless the City, Commissioners of the City of Union City, and all of its officers, agents and employees of and from any and all liability for damages for injury to person and property, including death, and against and from all suits and actions and all costs, damages and changes of whatsoever kind and nature, including reasonable attorney's fees to which the City may be put for or on account of any injury or alleged injury to person, including death, or property, resulting from the negligent performance of the Contractor's operations under this Contract, or by or in consequence of any omission of the part of the Contractor in the performance of operations under this Contract, whether intentional or unintentional, by the Contractor or anyone directly or indirectly employed by the Contractor, for whom the Contractor is liable.
3. The Contractor shall hold the City of Union City harmless for damages to the Contractor's equipment utilized during the term of this Contract.
4. The Contractor agrees to provide a certificate of insurance specifically naming the City of Union City as an additional named insured, providing general liability, bodily injury and property damage coverage with minimum limits of liability not less than \$1,000,000.00.

Signed this ___ day of _____, 2018.

As the binding act in deed of:

Name of Organization: _____

Authorized signature and title

Witness's Signature

Print Authorized name and title

Print Witness's Name

BIDDER CAPABILITY AFFIDAVIT

1. Location:

2. Number of employees (full-time and part-time):

3. Type of equipment present:

4. List current customers with contracts similar to the City's, including a contact name and telephone number:

As President, I certify that _____ has the personnel, equipment, supplies, experience, training and ability and our facility is capable of servicing the City with the procedures specified in the bid specification.

Name (type) of President

Signature

Telephone Number

Fax Number

Print Witness Name

Witness Signature

CITY OF UNION CITY
UNION CITY, NEW JERSEY 07087
REQUEST FOR BID CHECK LIST

THE FOLLOWING LISTED ITEMS MUST ACCOMPANY THIS BID: THIS FORM IS FOR YOUR INTERNAL USE ONLY.

1. Bid form and completed Bid Specifications
2. Disclosure statement properly notarized listing Stockholders or partners owning ten Percent (10%) or more of corporation or partnership stock
3. Non-Collusion Affidavit properly notarized
4. Affirmative Action Affidavit, Exhibit A must be Signed.
5. Affirmative Action Compliance Notice, a Certificate of Employee Information Report must be presented to the city prior to award of any contract.
6. Affidavit of Disbarment, Suspension and Disqualification
7. Hold Harmless Agreement
8. Bidder Capability Affidavit
9. State of New Jersey Business Registration Certificate

The undersigned hereby acknowledges the above listed requirements:

Authorized signature and tile

Print Authorized name and tile

Witness's Signature

Print Witness's Name

ATTENTION: Bidders cannot submit their own form of disclosure statement or Non-collusion Affidavit. Use only the forms supplied, or bid may be rejected.