

CITY COUNCIL**The City of Orange Township, New Jersey**DATE May 2, 2023NUMBER 200-2023

TITLE: A RESOLUTION AWARDING A CONTRACT TO CV ELECTRICAL CONTRACTORS, P.O. BOX 1263, LINDEN, NEW JERSEY 07036 FOR ELECTRICAL SERVICES TO ALL MUNICIPAL OWNED BUILDINGS FOR ONE (1) YEAR COMMENCING APRIL 1, 2023 THROUGH DECEMBER 31, 2023 WITH AN OPTION TO EXTEND THE SECOND YEAR IN THE AMOUNT NOT TO EXCEED \$101,222.00 PER YEAR.

WHEREAS, the City of Orange Township did duly advertise on February 27, 2023 for public bids for the Electrical Services pursuant to the specifications; and

WHEREAS, on March 15, 2023 the City of Orange Township received three (3) public bid pursuant to specifications furnished prospective bidders from the following:

Bidder's Name:	Bid Amount Per Year
Sonny Electric, Inc. Kearny, New Jersey	\$ 93,643.80
CV Electrical Contractors Linden, New Jersey	\$101,222.00
Vanore Electric, Inc. Hackensack, New Jersey	\$124,102.20
Magic Touch Construction, Co. Keyport, New Jersey	\$141,990.00

WHEREAS, the Law Department did examine the bids and determined that Sonny Electric, Inc. failed to sign their bid bond; and

WHEREAS, the Law Department did examine the bids and determined that CV Electrical Contractors is in compliance with the Local Public Contracts Law; and

WHEREAS, CV Electrical Contractors did furnish to the City of Orange Township with an Affirmative Action Affidavit, 10% Stockholder Affidavit, Affidavit of Non-Collusion; Consent of Surety; and

WHEREAS, CV Electrical Contractors has completed and submitted a Business Disclosure Certification which certifies that it has not made any reportable contributions to a political or candidate committee in the City in the previous one (1) year, except that the year 2005 is an exception to this requirement as the one year immediately proceeding the effective date of the Law, as that term is defined below, and that the contract will prohibit CV Electrical Contractors from making any reportable contributions throughout the term of the contract; and



WHEREAS, the Chief Financial Officer of the City of Orange Township has prepared the necessary Certificate of Availability of Funds, a copy of which is attached hereto, certifying that funds will be available for this purpose in Account No. 3-01-26-310-000-528, contingent upon Council approval and inclusion of said item in the Temporary Budget and adopted 2023 Budget, there will be sufficient funds to contract with CV Electrical Contractors; and

NOW, THEREFORE, BE IT RESOLVED by the Municipal Council of the City of Orange Township, that a contract be awarded to CV Electrical Contractors, P.O. Box 1263, Linden, New Jersey 07036; and

BE IT FURTHER RESOLVED, that the proper officers of the City of Orange Township are hereby authorized to enter into said contract with CV Electrical Contractors for electrical services to all municipal owned buildings upon condition that bidder comply fully with all terms and conditions of the specifications.

BE IT FURTHER RESOLVED, that the proper officers of the City of Orange Township, be and they are hereby authorized to return the unsuccessful bidders, the certified checks, cashier's checks or bid bonds, evidencing their guarantee in accordance with the provisions of N.J.S.A. 40A:11-24.

Adopted: **May 2, 2023**

Joyce L. Lanier
City Clerk

Tency A. Eason
Council President

AGREEMENT

This Agreement, made and entered into this _____ day of _____ 2023, between the City of Orange Township and **CV Electrical Contractors, P.O. Box 1263, Linden, New Jersey 07036.**

WHEREAS, the City of Orange Township wishes to retain a firm for the purpose **for electrical services to all municipal owned buildings** in the City of Orange Township, as specifically set forth in the attached specifications in the amount not to exceed \$101,222.00 per year.

WHEREAS, the City of Orange Township wishes to retain **CV Electrical Contractors**, with offices located at P.O. Box 1263, Linden, New Jersey 07036, the lowest responsible bidder of bidders to submitting for such service on March 15, 2023 in response to an advertisement for bids on February 27, 2023.

WHEREAS, this firm and the individuals of the firm are to be retained pursuant to the Agreement as specified by the attached specifications and bids dated March 15, 2023; and

WHEREAS, the City Council of the City of Orange Township has, by **Resolution # _____** dated _____ 2023, authorizes **CV Electrical Contractors** for electrical services to all municipal owned buildings, as specified in the attached specifications and bids.

NOW, THEREFORE, BE IT AGREED by and between the parties, for the mutual convenient set forth herein below:

1. **CV Electrical Contractors** is hereby contracted by the City of Orange Township to provide services as specified in the attached specifications and bid.

2. This agreement shall be effective commencing on April 1, 2023 through December 31, 2023 with an option to extend the contract the second year.
3. This agreement shall not be assigned nor shall any duties under this agreement be delegated by **CV Electrical Contractors** without prior written consent of the City.
4. The validity of this agreement and its terms or provisions, as well as the rights and duties of the contracting parties, shall be governed by and construed in accordance with the laws of the State of New Jersey.
5. This agreement shall be binding on and inure to the benefit of the contracting parties and their respective heirs, executors, administrators, legal representatives, successors, and assigns when not expressly prohibited by this agreement.
6. In case any one or more of the provisions contained in this agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, the invalidity, illegality, or unenforceability shall not affect any other provision of it this agreement shall for any reason be held to be invalid, illegal, or unenforceable provision had never been contained in it.
7. This agreement constitutes the sole agreement of the contracting parties and supersedes any prior understandings or written or oral agreements between the parties respecting its subject matter.
8. All notices and other communications shall be sent by certified mail, return receipt requested, and shall be deemed to have been given when sent to the parties at their respective addresses as set forth above, unless a different address has been selected after the execution of this agreement and has been duly communicated to the party giving notice.

9. The City may terminate this Agreement upon three days notice with American Wear, Inc. In the event that this agreement is deemed to be terminated, the City shall pay **CV Electrical Contractors** for those services provided as of the effective date of termination.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals the day and year first above written.

ATTEST:

CITY OF ORANGE TOWNSHIP:

Joyce L. Lanier
City Clerk

Dwayne D. Warren, Esq.
Mayor

ATTEST:

CV Electrical Contractors

P.O. Box 1263
Linden, New Jersey 07036

Approved as to Form and Sufficiency

Gracias R. Montilus, City Attorney

CITY OF ORANGE TOWNSHIP
FINANCE DEPARTMENT

CERTIFICATION OF FUNDS
NEXT BUDGET

I, Nile Clements, Chief Financial Officer for the City of Orange Township, do hereby confirm that based on the Quote or RFP, RFQ, bid results or "extraordinary unspecifiable services" without competitive bids for 2023 service contract, and the resolution to be presented to the Council for approval, and contingent upon Council approval and inclusion of said item in the Temporary Budget and adopted 2023 Budget, there will be sufficient funds to contract with:

Vendor Name: CV Electrical Contractors

Address: P.O. Box 1263

City: Linden

State: New Jersey

Zip Code: 07036

Purpose: Electrical services to all municipal buildings

Vendor ID: CVELE005

Temporary Budget: \$ 25,306.25

Fund: Current Fund

Line Description BDG - Building & Grounds - Contractual Services

Account Numbers(s): CY'23 3-01-26-310-000-528

The remainder of: \$ 75,918.75

will be provided in

Fund: Current Fund

Line Description BDG - Building & Grounds - Contractual Services

Account Numbers(s): CY'23 3-01-26-310-000-528

Purchase Order #: 23-01020

Amount not to exceed: \$ 101,225.00

Division Head

Date

Nile Clements

4/21/2023

Chief Financial Officer

Date

THE CITY OF ORANGE TOWNSHIP

ORANGE, NEW JERSEY

**BID FOR
ELECTRICAL SERVICES**



**Marty Mayes, Director, CRP, SRMP, CPWM
Department of Public Works/Engineering**

**City of Orange Township
NOTICE TO BIDDERS**

NOTICE IS HEREBY GIVEN THAT sealed bids will be received by the City of Orange Township, Essex County, New Jersey for Electrical Services in the City of Orange Township, Essex County, New Jersey.

Bids will be opened and read aloud at Orange City Hall, Department of Public Works Conference Room #304 on Wednesday, March 15, 2023 at 10:30am, prevailing time.

The City of Orange Township is not responsible for the late delivery by the United States Postal service or any other carrier.

Bidders may obtain specifications from the Department of Public Works by contacting Ellie Serrano, DPW Administrative Clerk by phone at (973) 747-2922 or by email at eserrano@orangenj.gov between the hours of 9:00am and 4:00pm, Monday through Friday commencing on the date of this notice.

Bidders are required to comply with the requirements of N.J.S.A. 10:5-31 et seq. and Affirmative Action requirements of P.O. 1975, C. 127 (NJAC 17:27 et seq.) and Local Unit Pay-To-Play Law (P.L. 2004, c19, as amended by P.L. 2005, c51). All bids must be submitted in a sealed envelope clearly marked on the outside.

Bidders seeking the award of this contract must be registered with the State of New Jersey pursuant to the State Business Registration Act. A certificate showing proof of registration must be included in all bid proposals.

Effective January, 2007, all business entities are advised of their responsibility to file an annual disclosure statement of political contributions with the New Jersey Election Law Enforcement Commission (ELE) pursuant to N.J.S.A. 19:44A-20.27 if they receive contracts in excess of \$50,000 from public entities in a calendar year. Business entities are responsible for determining if filing is necessary. Additional information on this requirement is available from ELEC at (888) 313-3532 or at www.elec.state.nj.us.

Each bid must be accompanied by the Consent of Surety Form and a guarantee which shall be in the amount of 10% of the bid, but not in excess of \$20,000.00, except as otherwise provided herein, and may be given, at the option of the bidder by certified check, cashier's check or bid bond made payable to the City of Orange Township.

The City Council of the City of Orange Township reserves the right to reject any or all bids, waive any informalities or irregularities in bids received which in their opinion will be in the best interest of the City of Orange Township, or for reasons required by law.

Dwayne D. Warren, Esq.
Mayor

Marty Mayes, CRP, SRMP, CPWM
Director of Public Works
(973) 952-6100 X6078

General Conditions and Instructions to Bidders

General Information

It is the purpose of these General Conditions and Instructions to establish an understanding of the intent of the City of Orange Township to purchase the following:

ELECTRICAL SERVICE

For the contract period:

FROM: Notice to Proceed

THROUGH: 12 or 24 months

Bidders shall be responsible to carefully examine the specifications enclosed herewith as well as the conditions of the bid. Failure to comply with any section of this invitation/notice may be deemed just cause for rejection of the bid as being non-responsive and not meeting specifications.

Sealed proposals will be received at the location and on the date and time stated in the Notice to Bidders, and at that time opened and publicly read aloud. **No bids will be accepted beyond the time specified.**

I. PREPARATION OF BID PROPOSAL

1. Bid Submission

All bids shall be submitted on the proposal forms furnished herein and shall be enclosed in a sealed envelope, with the name of the bidder and the name of the project plainly and clearly marked on the outside as follows:

To: City of Orange Township
Office of the Director of Public Works
29 North Day Street
Orange, New Jersey 07050

Proposal For: **ELECTRICAL SERVICE**

2. Bid Opening

At the time fixed, bids will be opened and read publicly. All bidders or their authorized representatives are to be present

Hour: 10:30 a.m.

Date: Wednesday, March 15, 2023

Place: City of Orange Township

City Hall

Department of Public Works Room #304

29 North Day Street

Orange, New Jersey 07050

3. Bid Completion

The Bidders shall fill in all blank spaces in the bid form using ink or typewriter and sign it in ink. Erasures or other changes in the bid must be explained or noted over the signature of the Bidder. Bids containing any conditions, omissions, unexplained erasures or alternations, or any item not called for in the proposal, or irregularities of any kind, may be cause for rejections by the City.

4. Time to Award Contract

Bids are to remain firm for a period of not less than sixty (60) days. A ward or rejection of bids will be made within this period.

5. Award of Bid

The City will award the bid to the entity submitting the lowest responsible price in dollars (U.S.) for the service as specified in these documents.

6. Estimates

The hours listed in Section IX of this document are estimates. These estimates, to the best of the City's knowledge, are accurate and concise; however, the City makes no representation that these are the exact hours required during the period of the contract.

7. Withdrawal of Bids

Any bid may be withdrawn on written request received from a bidder prior to the times fixed for the bid opening. No right to withdraw a bid shall exist after the time specified for opening of bids has arrived, or for sixty (60) days thereafter. The bidder shall sign the written request.

8. Comparison of Bid Prices

The price include the cost of insurance, bond and other charges incidental to the work or delivery.

9. Tax Exemption

Prices quoted in all bids shall include deliver (FOB destination) and exclusive of all Federal, State or Local taxes from which the City is exempt. The City's Tax Identification Number is 22-6002178.

10. Term of Contract

The award of this contract shall be for a period of one (1) year or two (2) year commencing on Notice to Proceed with the City effective by resolution of the City Council. All terms and conditions of the contract shall remain the same for the second year.

11. Right to Reject Bids

The City reserves the right to reject any and all bids, to award in part or whole, to waive immaterial defects or informalities in any bid, or to accept substitutes of equal or better quality, where it is deemed to be in the best interest of the City to do so. In the case of a tie bid, the City reserves the right to award the bid to the contractor it determines will best meet the needs of the City.

12. Us. Manufactured Products

In accordance with N.J.S.A. 40A: 11-18, only products manufactured or farmed in the United States, wherever available, shall be used in connection with this contract.

13. Substitutions

In order to establish standard of quality, the City, in the detailed specifications, referred to certain products by brand name. This procedure is not to be construed as eliminating from consideration other products of equal or better quality by other manufacturers where fully suitable by design.

All substitution item(s) proposed by a bidder as "approved equal" shall be considered and evaluated by the City, however the burden of proving to the City the equivalency of a product other than the product specified shall be assumed by the bidder. Should the bidder elect to prove such equality and to substitute, the bidder shall document his/her submittal which shall include but is not limited to, submitting on their letterhead, a full and detailed written comparison, listing in detail each and every variation, referring to the paragraph and specification to which the variation will apply; and shall also supply a sample and descriptive data. The contractor is made aware that a general exception cannot be taken for any paragraph or item. Failure by the Contractor to submit the above information may be grounds for rejection of the bid.

14. Proposal Guarantee

Each bid must be accompanied by a guarantee which shall be in the amount of 10% of the total bid, but not to excess of twenty thousand dollars except as otherwise provided herein, and may be given at the option of the bidder a certified check, bid bond or cashier check.

15. Consent of Surety

A Consent of Surety must accompany the proposal.

16. Performance Bond

A Performance Bond equal to the amount of the estimated contract amount will be required to be submitted after notification of award by the successful bidder.

17. Required Signatures

The firm, corporate or individual name of the bidder must be signed in the space provided for signatures on this proposal form. In the case of a corporation, the title of the officer signing must be stated, and the signature of said officer must be duly attested and the corporate seal affixed. In the case of a partnership, each partner must sign, or the bid must be accompanied by original evidence of the authority of the bidding partner to act for the full partnership. A corporation not organized in the State of New Jersey must, as a condition to an award of the contract, furnish proof that it has qualified, under the laws of New Jersey, to do business in this State.

18. Technical Questions

Please address to the Director of Public Works
Telephone: (973) 952-6078

II. BID REVIEW CRITERIA

1. Qualifications of a Bidder

The City reserves the right to make such investigations as it deems necessary to determine the ability of a bidder to perform the work, and the bidder shall furnish to the City all such information and data for this purpose as the City may request. The City reserves the right to reject any and all such bid if the evidence submitted by or investigation of such bidder fails to satisfy the City that such bidder is properly qualified to carry out the obligations of the contract and complete the work contemplated therein.

2. Successful Bidder

The successful bidder will be the one who submits the lowest responsible bid for the service as described in the technical section of this document. The City reserves the right to reject any and all bids and to award in part or whole. The bid will be awarded, provided that in the judgment of the City Council, it is reasonable and in the interest of the City. The award will be made within sixty (60) days from the opening of the bides).

3. Service To Be Ordered "As Needed"

Service is to be ordered on an "as needed" basis, but not to the extent that it exceeds contractual limitations.

4. Estimates

The quantity of the hours listed in Section IX of this document is an estimate. These estimates, to the best of the City's knowledge, are accurate and concise. However, the City makes no representation that these are the exact hours required during the period of the contract.

5. Travel Time

The City will not be billed, or pay for travel time.

6. Indemnity

The successful bidder shall assume all liability for, and shall defend, indemnify and save harmless, the City, its commissions, boards and authorities, and its respective agent and employees, from and against all loss and expense (including cost and attorney fees) by reason of liability imposed by law upon the City, its commissions, boards and authorities for damages because of injury or death resulting there from, to any person or persons, and damage to and destruction of property, including the loss of use thereof, by reason of an accident or occurrence arising out of the Contractor's operations, or that of its subcontractors, or anyone directly or indirectly employed by the Contractor or its subcontractors.

III. REQUIRED FORMS

1. Bid Proposal Form

Bidders are required to complete and submit the enclosed Bid Proposal Form.

2. Disclosure Affidavit

In accordance with P.L. 1977, Chapter 33, all bidders shall submit with the bid a statement setting forth the names and addresses of all stockholders in the corporation, or partners, in the partnership who own ten percent (10%) or greater interest in the partnership, as the case may be, shall be listed. If the business entity is a sole partnership, that information must be provided on the Disclosure Affidavit. This form must be notarized by a person so authorized.

3. Non-Collusion Affidavit Form

Bidders are required to complete and submit the enclosed Non-Collusion Affidavit Form.

4. Public Works Contractor Registration Certificate

Bidders are required to be registered by the New Jersey Department of Labor at the time bids are received pursuant to the Public Works Contractor Registration Act". A copy of such certificate or copy of application dated within the 30 days must be included with bid proposal.

5. Consent of Surety

Bidders are required to complete and submit the enclosed Consent of Surety Form.

6. Affirmative Action Form

Bidders are required to complete and submit the enclosed Affirmative Action Form.

7. Bid Guarantee

1212.

Each bid must be accompanied by a guarantee, which shall be in the amount of 10% of the bid, not in excess of \$20,000.00, except as otherwise provided herein, and may be given, at the option of the bidder by certified check, cashier's check or bid bond payable to the City of Orange Township and must be submitted with proposal.

8. Hold Harmless Agreement

Bidders are required to complete and submit the enclosed Hold Harmless Agreement Form.

9. Addenda Acknowledge of Receipt Form

Bidders are required to complete and submit the enclosed Addenda Acknowledgement of Receipt Form.

10. Business Registration Certificate

Bidders seeking the award of this contract must be registered with the State of New Jersey pursuant to the States Business Registration Act. A Certificate showing proof of registration must be included with bid proposal.

11. Pay to Play Forms

Bidders are required to complete and submit the enclosed Pay to Play Forms

12. Prevailing Wage Affidavit

Bidders are required to complete and submit the enclosed Prevailing Wage Affidavit

IV. Forms to be Submitted by the Successful Bidder

The following documents will be required from the successful bidder only and may be submitted after notification of award.

- a. Performance Bond

- b. Certificate of Insurance *
- c. Signed Contracts (will be sent to successful bidder upon notification of award).

(*) Certificate of Insurance

Prior to the commencement of work, the successful bidder shall provide and maintain in full force and effect during the term of the contract, or any extension thereof, insurance coverage for operations as follows:

<u>Coverage</u>	<u>Limits</u>
a. Worker's Compensation Employer Liability	Workers Compensation as per Statutory Requirements and Employers Liability with Limits of at least 1,000,000.00
b. Comprehensive General Liability (Occurrence Form) for bodily injury, personal injury or property damage including coverage for:	\$ 1 million each occurrence
<ul style="list-style-type: none"> • XCU Hazards • Contractual liability for indemnification obligations of contract • Independent contractors • Products completed operations • Broad from property damage 	
c. Automobile liability covering owned, non-owned and hired	\$ 1 million each occurrence
d. Umbrella liability Excess of above coverage	\$ 1 million each occurrence! aggregate

General Liability and Automobile Liability Insurance shall include the City, its commissions, boards and authorities as Additional Insured.

All coverage shall be in a form acceptable to the City.

The successful bidder shall ensure that insurance policies are endorsed to provide at least thirty (30) days written notice to the City prior to any material change or cancellation of coverage.

The successful bidder, prior to commencing any work, shall submit a Certificate of Insurance to the City evidencing compliance to the above requirements.

V. A WARD OF BID AND PERFORMANCE OF CONTRACT

1. Compliance With Affirmative Action Requirements

During the performance of the contract, the Contractor agrees according to Public Laws 1975, Chapter 127 (N.J.A.C. 17:27), 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 or sex, 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, sex, affectional or sexual orientation. 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 forth provision of this non-discrimination 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, sex, affectional or sexual orientation.

The Contractor or Subcontractor, where applicable, will send to each labor union or representative of 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 unions 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 the regulations promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time and the Americans with Disabilities Act.

The Contractor or Subcontractor agrees to attempt in good faith to employ minority and female workers consistent with the applicable city employment goals as prescribed by N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time or in accordance with a binding determination of the applicable city employment goals determined by the Affirmative Action Office pursuant to N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time.

The Contractor or Subcontractor agrees to inform in writing appropriate recruitment agencies in the area, including employment agencies, placement bureaus, colleges, universities, and labor unions that it does not discriminate on the basis of age, creed, color, national origin, ancestry, marital status, sex,

affectional or sexual orientation, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discrimination practices.

The Contractor of 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 the statutes and court decisions of the State of New Jersey and as established by applicable Federal laws and applicable Federal court decisions.

The Contractor of 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, sex, affectional or sexual orientation and conform with the applicable Federal court decisions.

The Contractor of 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, sex, affectional or sexual orientation, and conform with the applicable employment goals, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The Contractor and its subcontractors shall furnish such reports or other documents to the Affirmative Action Office 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 Affirmative Action Office for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code (NJAC 17:27).

Successful bidders are required to provide one of the following either with the bid or within three (3) days after receipt of the Notice of Award:

- a. An existing federally approved or sanctioned affirmative action program.
- b. A State of New Jersey Certificate of Employee Information Report Approval.

Or

- c. A complete Employee Information Report (Form AA-302) both to the City and to the State Affirmative Action Office, Trenton, New Jersey. This form is available at the A.A.O., P.O. Box 1829, Trenton, New Jersey 08625.

If either a, b, or c is not submitted within the require time, the bid must be rejected as non-responsive.

2. Requirements Under Right To Know

As required by the Worker's Right- To-Know Act, material safety data sheets must be submitted with signed contract documents, where applicable, concerning hazardous substances.

3. Prevailing Wage and Labor Laws

The New Jersey Prevailing Wage Act (Public Laws of 1963, Chapter 150) and provisions of the State Labor Laws must be complied with by the successful bidder.

4. Additional Payment

The successful bidder shall make no claim for additional payment or other concession because of any misinterpretation or misunderstanding of the contract documents on his/her part or because of any failure to fully acquaint him/herself with any condition or provision of the contract documents.

5. Defective Materials/Work

The materials and/or supplies furnished shall be free of defects of material and workmanship and any such defect that may develop in normal use and service shall be replaced or repaired by the successful bidder without cost to the City.

6. Cancellation of Contract

The City reserves the right to unilaterally cancel this contract upon thirty (30) days written notices to the vendor.

7. AMERICANS WITH DISABILITIES ACT

Equal Opportunity for Individuals with Disabilities

The Contractor and the City do hereby agree that the provisions of Title II of the Americans With Disabilities Act of 1990 (the "Act") (42 U.S.C. 512101 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 City 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 City in any action or administrative proceeding commenced pursuant to this Act. The Contractor shall indemnify, protect and save harmless the City, 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 City's grievance

procedure, the Contractor agrees to abide by any decision of the City which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the City or if the City 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 City 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 City or any of its agent, servants and employees, the City shall expeditiously forward to the Contractor every demand, complaint, notice, summons, pleading, or other process received by the City or its representatives.

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

It is further agreed and understood that the City 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 this 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 City from taking any other actions available to it under any other provisions of this Agreement or otherwise at law.

Bidder: CV ELECTRICAL CONTRACTORS

Signature: 

Name Printed: CARLOS VELASQUEZ

Title: PRESIDENT

Date: 03/15/23

VI. REPAIRS:

Electrical repairs includes but not limited to rewiring, replacement of plug receptacle or switches and office lighting trouble-shooting.

VII. MATERIALS AND METHODS:

The Contractor shall provide the materials and supplies necessary to complete the work. All material and methods shall comply with the Uniform Construction Code. All material and supplies shall be delivered timely, in the correct quantity and to the correct location. Payment for material shall be made as per actual invoices of materials approved, delivered and used in the work.

VIII. WORKING HOURS:

The Contractor is required to be available 24 hours per day, seven days per week and must respond to emergency calls immediately. All of the calls shall be answered and arrangements for start and completion of work shall be made in reasonably short time. Failure to respond to a call shall result in cancellation of this agreement.

Normal working hours are 8:00 a.m. to 4:30 p.m. Monday through Friday. Overtime hours are 4:30 p.m. to 8:00 a.m. Monday through Friday. Saturdays, Sundays and Holidays are considered overtime hours.

IX. PROPOSAL

1. Cost Per Hour (Regular Work Hours)

a. Electrician-Foreman	\$ 113.73
b. Electrician-Journeyman	\$ 97.21
c. Electrician's Helper (Apprentice)	\$ 48.60

2. Cost Per Hour (Overtime Work Hours)

a. Electrician-Foreman	\$ 170.60
b. Electrician-Journeyman	\$ 145.82
c. Electrician's Helper (Apprentice)	\$ 72.90

3. Material List + \$ Plus Ten percent of the cost

Contractor's Name: CV ELECTRICAL CONTRACTORS

Address: P.O. BOX 1263, LINDEN, NJ 07036

N.J. License No.: 11214

Bid will be compared on basis of total estimated cost:

Electrician - Foreman	300 reg hours	\$34,119.00
Electrician-Journeyman	300 reg hours	\$29,163.00
Electrician-Foreman	60 o.t. hours	\$10,236.00
Electrician-Journeyman	60 o.t. hours	\$ 8,750.00
Apprentice	300 reg. hours	\$14,580.00
Apprentice	60 o.t. hours	\$ 4,374.00

Total Estimated Cost Per Year: \$101,222.00

(Please transfer to bid proposal sheet)

(TO BE COMPLETED AND RETURNED WITH BID)

BID PROPOSAL FORM

ELECTRICAL SERVICE

Description of items/service being bid

One Hundred and One Thousand Two Hundred Twenty Two Dollars
(Total Bid Amount in Words)

\$ 101,222.00
(Total in Figures)

(Corporation)

The undersigned is a (Partnership) under the laws of the State of NEW JERSEY having
(Individual)

its principal office at SCOTCH PLAINS

CV ELECTRICAL CONTRACTORS
Company Name

22-3145688
Federal ID. # or Soc. Sec. #

P.O. BOX 1263, LINDEN, NJ 07036
Address, City, State, Zip


Signature of Authorized Agent

03/15/23
Date

CARLOS VELASQUEZ
Print Name

908-486-9211
Telephone #

**REQUIRED EVIDENCE
AFFIRMATIVE ACTION REGULATIONS
P.L. 1975, C. 127 (N.J.A.C. 17:27-3.2)**

Before being awarded a contract, bidders are required to comply with the requirements of P.L. 1975, C.127, (N.J.A.C. 17:27-3.2). Within seven (7) days after receipt of the notification of intent to award the contract or receipt of the contract, whichever is sooner, the contractor should present one of the following to the Purchasing Agent:

1. A photocopy of a valid letter from the U.S. Department of Labor that the contractor has an existing federally-approved or sanctioned Affirmative Action Plan (good for one year from the date of the letter);
OR
2. A photocopy of approved Certificate of Employee Information Report issued in accordance with N.J.A.C. 17:24-4;
OR
3. An initial Employee Information Report (Form AA302) provided by the Affirmative Action Office and completed by the bidder in accordance with N.J.A.C.17:27-4;
OR
4. All successful construction contractors must submit within three days of the signing of the contract an Initial Project Workforce Report (AA201) for any contract award that meets or exceeds the Public Agency bidding threshold (available upon request) in accordance with N.J.A.C.17:27-7.

NO FIRM MAY BE ISSUED A CONTRACT UNLESS IT COMPLIES WITH THE AFFIRMATIVE ACTION REGULATIONS OF P.L. 1975, C.127.

The following questions must be answered by all bidders:

1. Do you have a federally-approved or sanctioned Affirmative Action Program?

Yes _____ No X _____

If yes, please submit a copy of such approval

2. Do you have a Certificate of Employee Information Report Approval?

Yes X _____ No _____

If yes, please submit a copy of such certificate

The undersigned contractor certifies that he is aware of the commitment to comply with the requirements of P.L. 1975, C.127 and agrees to furnish the required documentation pursuant to the law.

Company: CV ELECTRICAL CONTRACTORS

Signature: 

Title: PRESIDENT

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 will send to each labor union, with which it has a collective bargaining agreement, a notice, to be provided by the agency contracting officer, advising the labor union of the contractor's commitments under this chapter 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 meet targeted county employment goals established in accordance with 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, and labor unions, that it does not discriminate on the basis of age, race, 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, race, 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.

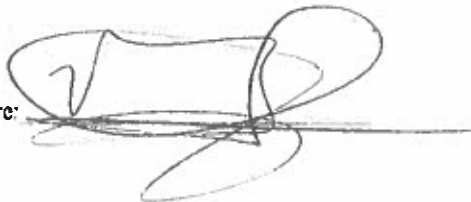
Letter of Federal Affirmative Action Plan Approval

Certificate of Employee Information Report

Employee Information Report Form AA302 (electronically provided by the Division and distributed to the public agency through the Division's website at www.state.nj.us/treasury/contract_compliance)

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.

Vendor Signature:

A handwritten signature in black ink, consisting of several loops and a horizontal line, positioned over a horizontal line.

Date: 03/15/23

AMERICANS WITH DISABILITIES ACT OF 1990
Equal Opportunity for Individuals with Disability

The **CONTRACTOR** and the **OWNER** do hereby agree that the provisions of Title II of the Americans With Disabilities Act of 1990 (the "Act") (42 U.S.C. S12101 et seq.), which prohibits discrimination on the basis of disability 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 **OWNER** pursuant to this contract, the **CONTRACTOR** agrees that the performance shall be 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 **OWNER** in any action or administrative proceeding commenced pursuant to this Act. The Contractor shall indemnify, protect, and save harmless the **OWNER**, 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, as 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 **OWNER** grievance procedure, the **CONTRACTOR** agrees to abide by any decision of the **OWNER** which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the **OWNER** or if the **OWNER** 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 **OWNER** 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 proceedings is brought against the **OWNER** or any of its agents, servants, and employees, the **OWNER** shall expeditiously forward or have forwarded to the **CONTRACTOR** every demand, complaint, notice, summons, pleading, or other process received by the **OWNER** or its representatives.

It is expressly agreed and understood that any approval by the **OWNER** 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 **OWNER** pursuant to this paragraph.

It is further agreed and understood that the **OWNER** 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 this 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 **OWNER** from taking any other actions available to it under any other provisions of the Agreement or otherwise at law.

(TO BE COMPLETED AND RETURNED WITH BID)

HOLD HARMLESS AGREEMENT

Between The City of Orange Township
29 North Day Street
Orange, New Jersey 07050

And

CV ELECTRICAL CONTRACTORS
(Contractor)

P.O. BOX 1263, LINDEN, NJ 07036
Address (not a post office box)

Telephone No. & Fax No.

It is understood and agreed the Contractor is:

1. An independent Contractor and is not an employee of the City of Orange Township.
2. The Contractor agrees to indemnify and hold harmless the City of Orange Township, the Council of the City of Orange Township, 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 attorney's fees to which the Township may be put for or on account of any injury or alleged injury to person, including death, or property, resulting from the performance of the Contractor's operations under this Contract, or by or in consequence of any neglect or omission of the part of the Contractor in the performance of operations under this Contract, whether such operations, or the absence thereof, be by the Contractor or anyone directly or indirectly employed by the Contractor.
3. The Contractor shall hold the City of Orange Township 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 Orange Township as an additional named insured, providing general liability, bodily injury and property damage coverage with minimum limits of liability not less than \$500,000.00.

Signed this 15TH day of MARCH 20 23

CV ELECTRICAL CONTRACTORS

Name of Bidder


~~Authorized signature and title~~

CARLOS VELASQUEZ

Print - Authorized signature and title

Subscribed and sworn to

Before me this 15 day of MARCH 2023


Mehul P Goda

Notary Public

New Jersey

Signature of Notary My Commission Expires 4-18-2023

No. 2372652

My Commission expires _____ 20____

CITY OF ORANGE TOWNSHIP

(TO BE COMPLETED AND RETURNED WITH BID)

NON-COLLUSION AFFIDAVIT

State of New Jersey

County of UNION

SS:

I, CARLOS VELASQUEZ residing in SCOTCH PLAINS
(Name of Affiant) (Name of Municipality)

In the County of UNION and State of NEW JERSEY of full
Age, being duly sworn according to law on my oath depose and say that:

I am PRESIDENT of the firm of CV ELECTRICAL CONTRACTOR
the bidder making this Proposal for the bid proposal entitled
ELECTRICAL SERVICES, and that I executed the said proposal with full authority to do
(Title of bid proposal)

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 name project; and that all statements contained in said proposal and in this affidavit are true and
correct, and made with full knowledge that the TOWNSHIP OF ORANGE relies upon the
(Name of Contracting Unit)

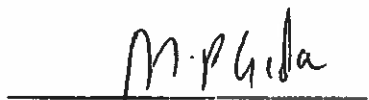
truth of the statements contained in said proposal and in the statements contained in this affidavit in
awarding the contract for the said project.

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 established commercial or selling agencies maintained by
CV ELECTRICAL CONTRACTORS.

Subscribed and sworn to
Before me this
MARCH 15, 2023



CARLOS VELASQUEZ, PRESIDENT
Type or print name of affiant under signature



Notary Public of
My Commission expires Manul P. Goda 20

Notary Public
New Jersey
My Commission Expires 4-18-2023
No. 2372652

STOCKHOLDER DISCLOSURE CERTIFICATION

This Statement Shall Be Included with Bid Submission

NAME OF BUSINESS CV ELECTRICAL CONTRACTORS

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.

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:

- Partnership Corporation Sole Proprietorship
 Limited Partnership Limited Liability Corporation Limited Liability Partnership
 Subchapter S Corporation

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

Stockholders:

Name: CARLOS VELASQUEZ

Name: _____

Home Address: _____

Home Address: _____

14 FAIRWAY CT., SCOTCH PLAINS NJ

Name: _____

Name: _____

Home Address: _____

Home Address: _____

Name: _____

Name: _____

Home Address: _____

Home Address: _____

Subscribed and sworn before me this 15TH day of
MARCH, 2023

(Notary Public)

My Commission expires:

M-P-Goda
Mehul P Goda
Notary Public
New Jersey
My Commission Expires 4-18-2023
No. 2372652


(Affiant)

Carlos Velasquez, President

(Print Name & Title of Affiant)

(Corporate Seal)

**BUSINESS ENTITY DISCLOSURE CERTIFICATION
FOR NON-FAIR AND OPEN CONTRACTS
Required Pursuant To N.J.S.A. 19:44A-20.8
CITY OF ORANGE TOWNSHIP, NEW JERSEY**

The following is statutory text related to the terms and citations used in the Business Entity Disclosure Certification form.

"Local Unit Pay-To-Play Law" (P.L. 2004, c.19, as amended by P.L. 2005, c.51)

19:44A-20.6 Certain contributions deemed as contributions by business entity.

5. When a business entity is a natural person, a contribution by that person's spouse or child, residing therewith, shall be deemed to be a contribution by the business entity. When a business entity is other than a natural person, a contribution by any person or other business entity having an interest therein shall be deemed to be a contribution by the business entity.

19:44A-20.7 Definitions relative to certain campaign contributions.

6. As used in sections 2 through 12 of this act:

"business entity" means any natural or legal person, business corporation, professional services corporation, limited liability company, partnership, limited partnership, business trust, association or any other legal commercial entity organized under the laws of this State or of any other state or foreign jurisdiction;

"interest" means the ownership or control of more than 10% of the profits or assets of a business entity or 10% of the stock in the case of a business entity that is a corporation for profit, as appropriate;

Temporary and Executing

12. Nothing contained in this act shall be construed as affecting the eligibility of any business entity to perform a public contract because that entity made a contribution to any committee during the one-year period immediately preceding the effective date of this act

The New Jersey Campaign Contributions and Expenditures Reporting Act (N.J.S.A. 19:44A-1 et seq.)

19:44A-3 Definitions. In pertinent part...

p. The term "political party committee" means the State committee of a political party, as organized pursuant to R.S.19:5-4, any county committee of a political party, as organized pursuant to R.S.19:5-3, or any municipal committee of a political party, as organized pursuant to R.S.19:5-2.

q. The term "candidate committee" means a committee established pursuant to subsection a. of section 9 of P.L. 1973, c. 83 (C.19:44A-9) for the purpose of receiving contributions and making expenditures.

r. the term "joint candidates committee" means a committee established pursuant to subsection a. of section 9 of P.L. 1973, c.83 (C.19:44A-9) by at least two candidates for the same elective public offices in the same election in a legislative district, county, municipality or school district, but not more candidates than the total number of the same elective public offices to be filled in that election, for the purpose of receiving contributions and making expenditures. For the purpose of this subsection: ...; the offices of member of the board of chosen freeholders and county executive shall be deemed to be the same elective public offices in a county; and the offices of mayor and member of the municipal governing body shall be deemed to be the same elective public offices in a municipality.

19:44A-8 and 16 Contributions, expenditures, reports, requirements.

While the provisions of this section are too extensive to reprint here, the following is deemed to be the pertinent part affecting amounts of contributions:

"The \$300 limit established in this subsection shall remain as stated in this subsection without further adjustment by the commission in the manner prescribed by section 22 of P.L.1993, c.65 (C.19:44A-7.2)

**BUSINESS ENTITY DISCLOSURE CERTIFICATION
FOR NON-FAIR AND OPEN CONTRACTS
Required Pursuant To N.J.S.A. 19:44A-20.8
CITY OF ORANGE TOWNSHIP, NEW JERSEY**

Part I – Vendor Affirmation

The undersigned, being authorized and knowledgeable of the circumstances, does hereby certify that

CV ELECTRICAL CONTRACTORS (Contractor)

has not made and will not make any reportable contributions pursuant to N.J.S.A. 19:44A-1 et seq. that, pursuant to P.L. 2004, c. 19 would bar the award of this contract in the one year period preceding the date of reorganization to any of the following named candidate committee, joint candidates committee; or political party committee representing the elected officials of the **CITY OF ORANGE TOWNSHIP** as defined pursuant to N.J.S.A. 19:44A-3(p), (q) and (r).

Dwayne D. Warren	
Kerry J. Coley	
Clifford Ross	
Weldon M. Montague, III	
Tehcy A. Eason	
Quantavia L. Hilbert	
Adrienne Wooten	
Jamie Schimms-Johnson	

Part II – Ownership Disclosure Certification

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

Check the box that represents the type of business entity:

- Partnership Corporation Sole Proprietorship Subchapter S Corporation
 Limited Partnership Limited Liability Corporation Limited Liability Partnership

Name of Stock or Shareholder	Home Address
CARLOS VELASQUEZ	14 FAIRWAY CT., SCOTCH PLAINS, NJ

Part 3 – Signature and Attestation:

The undersigned is fully aware that if I have misrepresented in whole or part this affirmation and certification, I and/or the business entity, will be liable for any penalty permitted under law.

Name of Business Entity: CV ELECTRICAL CONTRACTORS

Signed:  Title: PRESIDENT

Print Name: CARLOS VELASQUEZ Date: 03/15/23

Subscribed and sworn before me the 15TH day of MARCH, 2023

My Commission expires: Mehul P Goda
Notary Public

New Jersey

My Commission Expires **4-18-2023**

No. 2372652


CARLOS VELASQUEZ, PRESIDENT

(Print name & title of affiant) (Corporate Seal)

Prevailing Wage Compliance Affidavit

The Contractor hereby agrees to comply in all respect with the New Jersey Prevailing Wage Act, Chapter 150, P.L. 1963 as amended. A copy of the prevailing wage rates pertaining to the work and issued by the New Jersey Department of Labor and Workforce Development and Industry entitled "Prevailing Wage Rate Determination," is on file in the Engineer's office included herein, and may be obtained directly from the New Jersey Department of Labor and Work Force Development and Industry. Workers shall be paid not less than the prevailing wage rate. In the event it is found that any worker employed by the Contractor or any Subcontractor covered by the contract herein has been paid a rate of wages less than the prevailing rate required to be paid by such contract, the Owner may terminate the Contractor's or Subcontractor's right to proceed with the work or such part of the work as to which there has been a failure to pay required wages and to prosecute the work to completion or otherwise. The Contractor and his sureties shall be liable to the Owner for any excess costs occasioned thereby.

Before final payment is made by or on behalf of the Owner of any sum or sums due to the work, the Contractor or Subcontractor shall file with the Owner, written statements in form satisfactory to the commissioner of Labor and Industry certifying to the amounts then due and owing from such contractor or subcontractor filing such statement to any and all workmen for wages due on account of the work, setting forth therein the names of the persons whose wages are unpaid and the amount due to each respectively which statement shall be certified by the oath of the Contractor or Subcontractor as the case may be in accordance with the said New Jersey Prevailing Wage Act.

The prevailing wage rate shall be determined by the Commissioner of Labor and Industry or his duly authorized deputy or representative.

The undersigned is an (individual) (partnership) (corporation) under the Laws of the State of having principal offices at:

14 FAIRWAY CT., SCOTCH PLAINS, NJ 07076

Bidder: CV ELECTRICAL CONTRACTORS

Signature: 

Name: CARLOS VELASQUEZ

Title: PRESIDENT

Date: 03/15/23

**CERTIFICATE OF REGISTRATION & W-9
(P.L. 1999, C.238)**

CITY OF ORANCE

To:

Re: ELECTRICAL SERVICE

- I. Pursuant to P.L. 1999, c.238, et al., specifically, P.L. 2003, c.91, N.J.S.A. 34:11-56.51, all Bidders are required to be registered by the New Jersey Department of Labor at the time bids are received by the Project Owner pursuant to the Public Works Contractor Registration Act.*
- II. No bidder shall list a subcontractor in a Bid Proposal for the contract unless the subcontractor is registered pursuant to P.L. 1999, c. 238 at the time of bid is made.
- III. No contractor or subcontractor shall engage in the performance of any public work subject to the contract, unless the contractor or subcontractor is registered pursuant to the Act.
- IV. Each contractor shall, after the bid is made and prior to the award of the contract, submit to the Project Owner the certificates of registration for the bidder and all subcontractors listed in the Bid Proposal.

***Any bidder who is not registered pursuant to the Act at the time bids are received shall be automatically disqualified and the bid shall be rejected.**

STATE OF NEW JERSEY
BUSINESS REGISTRATION CERTIFICATE
FOR STATE AGENCY AND CASINO SERVICE CONTRACTORS

DEPARTMENT OF TREASURY/
DIVISION OF REVENUE
PO BOX 252
TRENTON, N J 08646-0252

TAXPAYER NAME:
CV ELECTRICAL CONTRACTORS INC.

TRADE NAME:

TAXPAYER IDENTIFICATION#
223-145-888/000

CONTRACTOR CERTIFICATION#
0097752

ADDRESS
708 RIVERBEND DRIVE
LINDEN NJ 07036

ISSUANCE DATE:

08/21/02

EFFECTIVE DATE:
01/09/92

Francis P. Gataf

Deputy Director

FORM-BRC(08-01)

This Certificate is NOT assignable or transferable. It must be conspicuously displayed at above address.

STATE OF NEW JERSEY
CERTIFICATE OF AUTHORITY

DIVISION OF TAXATION
TRENTON, NEW JERSEY
08646

The partnership or corporation named below is hereby authorized to collect:

NEW JERSEY SALES & USE TAX
pursuant to: N.J.S.A. 54:32B-1 ET SEQ.

This authorization is good ONLY for the named person at the location specified herein.
This authorization is null and void if any change of ownership or address is affected.

CV ELECTRICAL CONTRACTORS IN
250 WEST JERSEY ST
ELIZABETH NJ 07202

Tax Registration No.
Tax Effective Date
Document Locator No.
Date Issued

Richard D. Mardesi
Director, Division of Taxation
223-145-688/000
03-01-92
B0000372508
03-17-95

This Certificate is NOT assignable or transferable. It must be conspicuously displayed at above address.

**Request for Taxpayer
 Identification Number and Certification**

Go to www.irs.gov/FormW9 for instructions and the latest information.

Give Form to the
 requester. Do not
 send to the IRS.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
CV ELECTRICAL CONTRACTORS

2 Business name/disregarded entity name, if different from 1 above
CV ELECTRICAL CONTRACTORS

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.

Individual/sole proprietor or single-member LLC

C Corporation

S Corporation

Partnership

Trust/estate

Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____
 Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

Other (see instructions) ▶ _____

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):
 Exempt payee code (if any) _____
 Exemption from FATCA reporting code (if any) _____
 (Applies to accounts established outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.
P.O. BOX 1263

6 City, state, and ZIP code
LINDEN, NJ 07036

7 List account number(s) here (optional)

Requester's name and address (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

			-				
--	--	--	---	--	--	--	--

OR

Employer identification number

2	2	-	3	1	4	5	6	8	8
---	---	---	---	---	---	---	---	---	---

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below), and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here Signature of U.S. person ▶  Date ▶ **04/12/23**

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)
 Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding*, later.

Certificate Number
603986

Registration Date: 05/31/2022
Expiration Date: 05/30/2024



State of New Jersey
Department of Labor and Workforce Development
Division of Wage and Hour Compliance
Public Works Contractor Registration Act

Pursuant to N.J.S.A. 34:11-56.48, et seq. of the Public Works Contractor Registration Act, this certificate of registration is issued for purposes of bidding on any contract for public work or for engaging in the performance of any public work to:

Responsible Representative(s):
Carlos Velasquez, President

Handwritten signature of Robert Asaro-Angeles.

Robert Asaro-Angeles, Commissioner
Department of Labor and Workforce Development

CV Electrical Contractors
2022

This certificate may not be transferred or assigned and may be revoked for cause by the Commissioner of Labor and Workforce Development.

NON TRANSFERABLE

State Of New Jersey
New Jersey Office of the Attorney General
Division of Consumer Affairs

THIS IS TO CERTIFY THAT THE
Board of Examiners of Electrical Contractors

HAS LICENSED

CARLOS R. VELASQUEZ
P.O. BOX 1263
LINDEN NJ 07036

FOR PRACTICE IN NEW JERSEY AS A(N): Electrical Contractor

03/02/2021 TO 03/31/2024
VALID

Signature of Licensee/Registration Certificate Holder

34E101121400
LICENSE/REGISTRATION/CERTIFICATION #

ACTING DIRECTOR

New Jersey Office of the Attorney General
Division of Consumer Affairs
THIS IS TO CERTIFY THAT THE
Board of Examiners of Electrical Contractors
HAS LICENSED
CARLOS R VELASQUEZ
Electrical Contractor

03/02/2021 TO 03/31/2024
VALID

34E101121400
License/Registration Certificate #

SIGNATURE
ACTING DIRECTOR

PLEASE DETACH HERE
IF YOUR LICENSE/REGISTRATION/
CERTIFICATE ID CARD IS LOST
PLEASE NOTIFY:
Board of Examiners of Electrical Contractors
P.O. Box 45006
Newark, NJ 07101

PLEASE DETACH HERE

State Of New Jersey
New Jersey Office of the Attorney General
Division of Consumer Affairs

THIS IS TO CERTIFY THAT THE
Board of Examiners of Electrical Contractors

HAS LICENSED

C V ELECTR CONTRS INC
CARLOS R VELASQUEZ
706 Riverbend Drive
Linden NJ 07036

FOR PRACTICE IN NEW JERSEY AS A(N): Electrical Business Permit

03/03/2021 TO 03/31/2024
VALID

Signature of Licensee/Registration Certificate Holder

34EB01121400
LICENSE/REGISTRATION/CERTIFICATION #

ACTING DIRECTOR

New Jersey Office of the Attorney General
Division of Consumer Affairs
THIS IS TO CERTIFY THAT THE
Board of Examiners of Electrical Contractors
HAS LICENSED
C V ELECTR CONTRS INC
Electrical Business Permit

03/03/2021 TO 03/31/2024
VALID

34EB01121400
License/Registration Certificate #

SIGNATURE
ACTING DIRECTOR

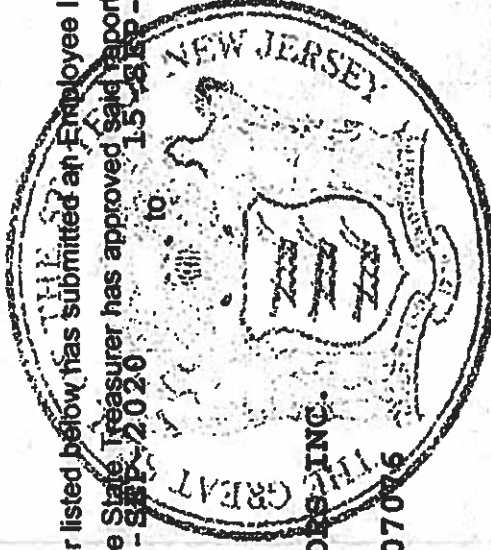
PLEASE DETACH HERE
IF YOUR LICENSE/REGISTRATION/
CERTIFICATE ID CARD IS LOST
PLEASE NOTIFY:
Board of Examiners of Electrical Contractors
P.O. Box 45006
Newark, NJ 07101

PLEASE DETACH HERE

Certification 37006

CERTIFICATE OF EMPLOYEE INFORMATION REPORT RENEWAL

This is to certify that the contractor listed below has submitted an Employee Information Report pursuant to N.J.A.C. 17:27-1.1 et. seq. and the State Treasurer has approved said report. This approval will remain in effect for the period of ~~15-SEP-2020~~ ~~15-SEP-2020~~ to ~~15-SEP-2027~~



CV ELECTRICAL CONTRACTORS, INC.
14 FAIRWAY COURT
SCOTCH PLAINS NJ 07076

Elizabeth M. Maher Muoio
ELIZABETH MAHER MUOIO
State Treasurer



State of New Jersey

PHIL MURPHY
Governor

DEPARTMENT OF THE TREASURY
DIVISION OF REVENUE & ENTERPRISE SERVICES
P.O. BOX 026

SHEILA OLIVER
Lt. Governor

TRENTON, NJ 08625-034
PHONE: 609-292-2146 FAX: 609-984-6679

ELIZABETH MAHER MUOIO
State Treasurer

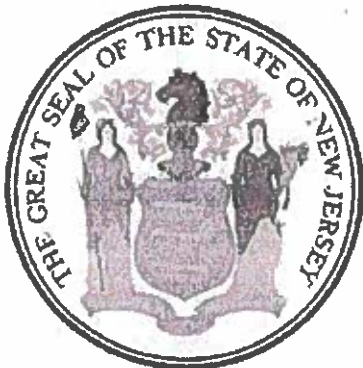
APPROVED

under the
Small Business Set-Aside Act

This certificate acknowledges CV ELECTRICAL CONTRACTORS INC. DBA:CV ELECTRICAL CONTRACTORS INC as a Category 1 & 4 Approved Small Business Enterprise (SBE) that has met the criteria established by N.J.A.C. 17:13 and/or 17:14.

This certification will remain in effect for three years. Annually the business must submit, not more than 60 days prior to the anniversary of the certification approval, an annual verification statement in which it shall attest that there is no change in the ownership, control, or any other factor of the business affecting eligibility for certification as a small businesses.

If the business fails to submit the annual verification statement by the anniversary date, the certification will lapse and the business will be removed from the system (SAVI) that lists certified small businesses. If the business seeks to be certified again, it will have to reapply.



Peter Lowicki
Deputy Director

Issued: 11/15/2022
Certification Number: A0295-08

Expiration: 11/15/2025

The expiration date is contingent on the proper and on-time filing of all Annual Verifications for non-provisional certificates. Please see above for more detail.

**NEW JERSEY DEPARTMENT OF LABOR AND WORKFORCE DEVELOPMENT
PREVAILING WAGE RATE DETERMINATION**

County - ESSEX

Craft: Electrician

PREVAILING WAGE RATE

	06/08/22	06/01/23	06/01/24
Assistant General Foreman	W72.98	W74.93	W76.74
	B45.61	B46.83	B47.96
	T118.59	T121.76	T124.70
Foreman	W69.99	W71.86	W73.59
	B43.74	B44.91	B45.99
	T113.73	T116.77	T119.58
General Foreman (150 + Journeyman workers on job site)	W80.76	W82.92	W84.92
	B50.48	B51.83	B53.08
	T131.24	T134.75	T138.00
General Foreman (23-149 Journeyman workers on job site)	W75.37	W77.39	W79.25
	B47.11	B48.37	B49.53
	T122.48	T125.76	T128.78
Journeyman as a Crane Operator, as a Welder, as a Cable Splicer	W69.99	W71.86	W73.59
	B43.74	B44.91	B45.99
	T113.73	T116.77	T119.58
Journeyman on Radio Tower Work	W72.98	W74.93	W76.74
	B45.61	B46.83	B47.96
	T118.59	T121.76	T124.70
Journeyman Wireman	W59.82	W61.42	W62.90
	B37.39	B38.39	B39.31
	T97.21	T99.81	T102.21
Layout Man	W65.20	W66.95	W68.56
	B40.75	B41.84	B42.85
	T105.95	T108.79	T111.41

Craft: Electrician

APPRENTICE RATE SCHEDULE

INTERVAL	PERIOD AND RATES									
	Yearly	17.95	23.39	29.91	35.89	41.87				
Benefit =	11.22	14.62	18.69	22.43	26.17					

Ratio of Apprentices to Journeymen - 2:3

Craft: Electrician

COMMENTS/NOTES

APPRENTICE RATE SCHEDULE AS OF 6-1-23:

Interval	Period and Rates				
Yearly	18.43	24.57	30.71	36.85	42.99
Benefits	11.52	15.36	19.19	23.03	26.87

**NEW JERSEY DEPARTMENT OF LABOR AND WORKFORCE DEVELOPMENT
PREVAILING WAGE RATE DETERMINATION**

County - **ESSEX**

APPRENTICE RATE SCHEDULE AS OF 8-1-24:

Interval	Period and Rates				
Yearly	18.87	25.16	31.45	37.74	44.03
Benefits	11.79	15.73	19.66	23.59	27.52

THESE RATES ALSO APPLY TO THE FOLLOWING TYPES OF WORK:

- All fire and burglar alarm work.
- All fiber optic work.
- Teledata work in new construction or involving 16 instruments or more.
- All residential construction (single family homes and apartments) of 5 units or more. Note: fire walls alone are not a determining criteria.

HIGH WORK:

- 40 feet above ground/floor: +22% of the Total Rate
- Transmission towers, and Smokestacks: +22% of the Total Rate

FOREMAN REQUIREMENTS:

- On any job where there is only 1 Journeyman electrician, who lays out his or her own job from plans, that electrician shall receive the Foreman rate.
- On any job where there are 2 or more electricians, 1 shall be a Foreman.
- On all jobs, every 10 electricians shall have 1 designated a Foreman.
- On any job where there are 23 or more electricians, 1 shall be a General Foreman.
- On any job where there are 50 or more electricians, 1 shall be an Assistant General Foreman, and 1 shall be a General Foreman.

The regular workday is 8 hours, between 8:00 AM and 4:30 PM.

SHIFT DIFFERENTIAL:

- Shift work must run for a minimum of 5 consecutive workdays.
- 1st Shift (between 8:00 AM and 4:30 PM)
- 2nd Shift (between 4:30 PM and 12:30 AM) shall receive 8 hours pay for 7.5 hours of work, plus an additional 10% of the hourly rate, per hour, inclusive of benefits.
- 3rd Shift: (between 12:30 AM and 8:00 AM) shall receive 8 hours pay for 7 hours of work, plus an additional 15% of the hourly rate, per hour, inclusive of benefits.

OVERTIME:

- Hours before or after the regular workday, Monday through Friday, that are not shift work, and all hours on Saturdays shall be paid at time and one-half the hourly rate, inclusive of benefits. All hours on Sundays and holidays shall be paid at double the hourly rate, inclusive of benefits.
- Four 10-hour days may be worked, Monday through Thursday, between 7:00 AM and 6:30 PM, at straight time.

RECOGNIZED HOLIDAYS: New Year's Day, Presidents' Day, Memorial Day, July 4th, Labor Day, Presidential Election Day, Veterans Day, Thanksgiving Day, Christmas Day. Sunday holidays will be observed the following Monday.

**NEW JERSEY DEPARTMENT OF LABOR AND WORKFORCE DEVELOPMENT
PREVAILING WAGE RATE DETERMINATION**

County - **ESSEX**

Craft: Electrician - Teledata (15 Instruments and Less)

PREVAILING WAGE RATE

	12/06/22	12/04/23	12/02/24
Journeyman Technician (1-2 workers on job)	W46.29 B26.62 T72.91	W0.00 B0.00 T74.86	W0.00 B0.00 T76.66
Master Tech./Gen. Foreman (over 25 workers on job)	W60.18 B34.60 T94.78	W0.00 B0.00 T96.09	W0.00 B0.00 T97.89
Senior Tech./Asst. Gen. Foreman (16-25 workers on job)	W55.09 B31.67 T86.76	W0.00 B0.00 T88.30	W0.00 B0.00 T90.10
Technician A/Foreman (9-15 workers on job)	W52.77 B30.35 T83.12	W0.00 B0.00 T84.77	W0.00 B0.00 T86.57
Technician B/Foreman (4-8 workers on job)	W50.46 B29.01 T79.47	W0.00 B0.00 T81.23	W0.00 B0.00 T83.03
Technician C/Foreman (2-3 workers on job)	W48.15 B27.68 T75.83	W0.00 B0.00 T77.69	W0.00 B0.00 T79.49

Craft: Electrician - Teledata (15 Instruments and Less)

APPRENTICE RATE SCHEDULE

INTERVAL	PERIOD AND RATES									
	6 Months	35%	35%	40%	43%	48%	54%	61%	67%	74%
Benefit			57.5% of	Journeym	Tech.	wage	rate			

Ratio of Apprentices to Journeymen - 2:3

Craft: Electrician - Teledata (15 Instruments and Less)

COMMENTS/NOTES

NOTES:

- 1) These rates are for service, maintenance, moves and/or changes affecting 15 instruments or less. These rates may NOT be used for any new construction or any fiber optic work.
- 2) The number of workers on the jobsite is the determining factor for which Foreman category applies.

The regular workday is 8 hours, between 8:00 AM and 5:30 PM.

SHIFT DIFFERENTIAL:

- Shift work must run for a minimum of 5 consecutive workdays.
- 1st Shift (between 8:00 AM and 4:30 PM)
- 2nd Shift (between 4:30 PM and 12:30 AM) shall receive 8 hours pay for 7.5 hours of work, plus an additional 10% of the regular rate, per hour, inclusive of benefits.
- 3rd Shift: (between 12:30 AM and 8:00 AM) shall receive 8 hours pay for 7 hours of work, plus an additional 15% of the

**NEW JERSEY DEPARTMENT OF LABOR AND WORKFORCE DEVELOPMENT
PREVAILING WAGE RATE DETERMINATION**

County - ESSEX

regular rate, per hour, inclusive of benefits.

OVERTIME:

Hours before or outside the regular workday, Monday through Friday, that are not shift work, and the first 10 hours on Saturday shall be paid at time and one-half the regular rate, inclusive of benefits. Hours in excess of 10 on Saturday and all hours worked on Sunday and holidays shall be paid at double the regular rate, inclusive of benefits.

- Four 10-hour days may be worked between Monday and Friday, between the hours of 7:00 AM and 5:30 PM. A make-up day may be used for the day not being worked during the four 10-hour day schedule if a holiday occurs during the week or for any other conditions that prevent an employee from working during the four 10-hour day schedule.

RECOGNIZED HOLIDAYS: New Year's Day, Presidents' Day, Memorial Day, July 4th, Labor Day, Presidential Election Day, Veterans Day, Thanksgiving Day, Christmas Day. Sunday holidays will be observed the following Monday. Saturday holidays will be observed the preceding Friday.

**NEW JERSEY DEPARTMENT OF LABOR AND WORKFORCE DEVELOPMENT
PREVAILING WAGE RATE DETERMINATION**

County - ESSEX

Craft: Electrician - Teledata (16 Instruments & More)

PREVAILING WAGE RATE

See "Electrician" Rates

Craft: Electrician - Teledata (16 Instruments & More)

COMMENTS/NOTES

*****See ELECTRICIAN Rates*****

**BID DOCUMENT
SUBMISSION CHECKLIST
CITY OF ORANGE TOWNSHIP**

**A. Failure to submit the following documents is a mandatory cause for the bid to be rejected.
(N.J.S.A. 40A:11-23.2)**

Required with Submission of Bid (Owner's checkmarks)		Initial Each Item Submitted with Bid (Bidder's Initials)
X	A bid guarantee as required by N.J.S.A. 40A:11-21	C.V
X	A certificate from a surety company, pursuant to N.J.S.A. 40A:11-22	C.V
X	A statement of corporate ownership, pursuant to N.J.S.A. 52:25-24.2	C.V
	A listing of subcontractors as required by N.J.S.A. 40A:11-16	C.V
X	If applicable, bidder's acknowledgement of receipt of any notice(s) or revision(s) or addenda to an advertisement, specifications or bid document	C.V
X	Public Works Contractor's Registration Act Certificate or copy of application submitted in the last thirty (30) days	C.V
X	Business Certificate Registration all contractors seeking the reward of this contract must be registered with the State of New Jersey pursuant to the States Business Registration Act. A certificate showing proof of registration must be included in all "bid proposals".	C.V
X	Business Entity Disclosure Certification "Pay-To-Play Law, pursuant to P.L. 2004, c.19 as amended by P.L. 2005, c.51	C.V
	Disclosure of Investment Activities in Iran, pursuant to P.L. 2012, c.25	C.V

**B. Failure to submit the following documents may be a cause for the bid to be rejected.
(N.J.S.A. 40A:11-23.1b)**

Required with Submission of Bid (Owner's Checkmarks)	Initial Each Item Submitted with Bid (Bidder's Initials)	Required with Submission of Bid (Owner's checkmarks)	Initial Each Item Submitted with Bid (Bidder's Initials)
X	Submission of a Non-Collusion Affidavit (this form must be notarized)	X	Prevailing Wage Affidavit
	Section II Technical Specification With Bidder's compliance Acknowledged and checked		Statement of Bidder's Qualifications, Experience and Financial Ability
X	Affirmative Action Affidavit		Affidavit of Experience and References
X	Hold Harmless Agreement		Affidavit of Bidder that he/she is Not on the State of New Jersey's List of Disbaured, Suspended or Disqualified Vendors
X	Affirmative Action Questionnaire		List of five (5) completed projects in last three years
X	Completed and signed proposal pages		Company's Asbestos and/or Lead Abatement Certification

C. SIGNATURE: The undersigned hereby acknowledges reading and has submitted the above listed requirements

Name of Bidder: CV Electrical Contractors By Authorized Representative: CARLOS VELASQUEZ

Signature:  Print Name and Title: CARLOS VELASQUEZ, PRESIDENT

Date: 03/15/23

Bid Bond

KNOW ALL MEN BY THESE PRESENTS, That we, the undersigned

CV Electrical Contractors, Inc. as Principal, **Bondex Insurance Company** as Surety, are hereby and firmly bound unto the **City of Orange**, in the penal sum of **Ten Percent Of The Amount Bid Not To Exceed Twenty Thousand And 0/100 Dollars (10% Of The Amount Bid Not To Exceed \$20,000.00)** for payment of which, well and truly to be made, we hereby bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

Signed this **15th day of March, 2023**.

The condition of the above obligation is such that whereas the Principal has submitted to the Owner as defined, a certain Bid, attached hereto, and hereby made a part hereof, to enter into a contract in writing for:

Electrical Services

NOW, THEREOF, if said Bid shall be rejected, or, in the alternative,

If said Bid shall be accepted and the Principal shall execute and deliver a Contract in the form of Contract provided (properly completed in accordance with said Bid) and shall furnish a bond for his faithful performance of said Contract, and shall in all other respects perform the Agreement created by the acceptance of the Bid.

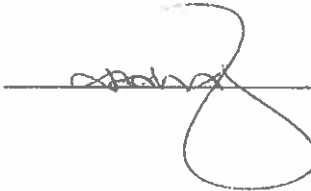
Then this obligation shall be void, otherwise the same shall remain in force, and effect; it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein stated.

The Surety, for value received, hereby stipulates and agrees that the obligations of said Surety and its bond shall be in no way impaired or affected by any extension of the time within which the Principal may accept such Bid; and said Surety does hereby waive notice of any such extension.


IN WITNESS WHEREOF, the Principal and Surety have set their hands and seals, and such of them as are corporations having caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, the day and year first set forth above.

Surety: **Bondex Insurance Company**

By: 
Philip S. Tobey, Attorney-in-Fact


Jaclyn Murphy, Witness

Principal: **CV Electrical Contractors, Inc.**

By: 
Carlos Velasquez, President

TO BE COMPLETED AND RETURNED WITH BID

CONSENT OF SURETY

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

TO: City of Orange
(Owner)

RE: CV Electrical Contractors, Inc.
(Contractor)

Electrical Services
(Project Description)

This is to certify that the Bondex Insurance Company is licensed to
(Surety Company)

Conduct business in the state of New Jersey and will provide to CV Electrical Contractors, Inc.
(Contractor)

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

Bondex Insurance Company

Philip S. Tobey
Authorized Agent of Surety Company
Philip S. Tobey, Attorney-in-Fact

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

POWER OF ATTORNEY

Bond # Bid Bond

Bondex Insurance Company

KNOW ALL MEN BY THESE PRESENTS: That Bondex Insurance Company, a corporation duly organized under the laws of the State of New Jersey, and having a principal office in Atlanta, County of Cobb, State of Georgia, does hereby appoint:

Philip S. Tobey, Lionel D. Jorge, Jeffrey R. Bauman, and Megan C. Bauer

its true and lawful Attorney(s)-in Fact, with full power and authority to execute on its behalf bonds, undertakings, recognizances, and other contracts of indemnity and writings obligatory in nature thereof, issued in the course of its business and to bind the Company.

This Power Of Attorney is granted and is signed and sealed by the authority of the following Resolution adopted by the Board of Directors of Bondex Insurance Company at a meeting duly called and held on the 7th day of March, 2007.

*RESOLVED that the Chief Executive Officer, President or a Vice President, Secretary or Assistant Secretary, shall have the power and authority

1. To appoint Attorney(s)-in-Fact and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, contracts of indemnity and other writing obligatory in the nature thereof and,
2. To remove, at any time, any such Attorney-in-Fact and revoke any authority given.

"RESOLVED FURTHER, that the signatures of such officers and the seal of the Company may be affixed to any such Power of Attorney or certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking to which it is attached as though manually affixed"

IN WITNESS WHEREOF, BONDEX INSURANCE COMPANY has caused its seal to be affixed hereto and executed by its President on the 31 day of October, 2022.

BONDEX INSURANCE COMPANY

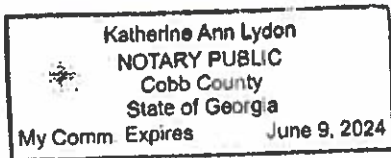
BY Antonio R. Barner
Antonio R. Barner, President

State of GEORGIA
County of COBB.

ACKNOWLEDGEMENT

On this 31 day of October, 2022, before me, a notary public, personally appeared Antonio R. Barner, personally known to me, who being duly sworn did say that he is the President of Bondex Insurance Company, the Corporation described in the foregoing instrument, and that the Seal affixed to said instrument is the said Corporate Seal and that he executed the same in his authorized capacity, and that said instrument was signed and sealed on behalf of said Corporation by authority of its Board of Directors.

In Testimony Whereof I have set my hand and affixed my official Seal, the day and year fits written above,



BY Katherine Ann Lydon
Name: Katherine Ann Lydon
Notary Public

CERTIFICATE

I, J. Stephen Berry, Secretary of Bondex Insurance Company, do hereby certify that the Power of Attorney and the resolution adopted by the Board of Directors of said company as set forth above, are true and correct transcripts thereof and that neither the said Power of Attorney nor the resolution have been revoked and they are now in full force and effect.

Signed and Sealed at Atlanta, Georgia this 15th day of MARCH, 2023



BY J. Stephen Berry
J. Stephen Berry, Secretary

*WARNING: Any person who knowingly and with intent to defraud any insurance company or other person, files and application for insurance of claim containing any materially false information, or conceals for the purpose of misleading, information concerning any fact material thereto, commits a fraudulent insurance act, which is a crime and subjects such person to criminal and civil penalties.

**City of Orange Township
NOTICE TO BIDDERS**

NOTICE IS HEREBY GIVEN THAT sealed bids will be received by the City of Orange Township, Essex County, New Jersey for Electrical Services in the City of Orange Township, Essex County, New Jersey.

Bids will be opened and read aloud at Orange City Hall, Department of Public Works Conference Room #304 on Wednesday, March 15, 2023 at 10:30am, prevailing time.

The City of Orange Township is not responsible for the late delivery by the United States Postal service or any other carrier.

Bidders may obtain specifications from the Department of Public Works by contacting Ellie Serrano, DPW Administrative Clerk by phone at (973) 747-2922 or by email at eserrano@orangenj.gov between the hours of 9:00am and 4:00pm, Monday through Friday commencing on the date of this notice.

Bidders are required to comply with the requirements of NJSA 10:5-31 et seq. and Affirmative Action requirements of P.O. 1975, C. 127 (NJAC 17:27 et seq.) and Local Unit Pay-To-Play Law (P.L. 2004, c19, as amended by P.L. 2005, c51). All bids must be submitted in a sealed envelope clearly marked on the outside.

Bidders seeking the award of this contract must be registered with the State of New Jersey pursuant to the State Business Registration Act. A certificate showing proof of registration must be included in all bid proposals.

Effective January, 2007, all business entities are advised of their responsibility

to file an annual disclosure statement of political contributions with the New Jersey Election Law Enforcement Commission (ELE) pursuant to N.J.S.A. 19:44A-20.27 if they receive contracts in excess of \$50,000 from public entities in a calendar year. Business entities are responsible for determining if filing is necessary. Additional information on this requirement is available from ELEC at (888) 313-3532 or at www.elec.state.nj.us.

Each bid must be accompanied by the Consent of Surety Form and a guarantee which shall be in the amount of 10% of the bid, but not in excess of \$20,000.00, except as otherwise provided herein, and may be given, at the option of the bidder by certified check, cashier's check or bid bond made payable to the City of Orange Township.

The City Council of the City of Orange Township reserves the right to reject any or all bids, waive any informalities or irregularities in bids received which in their opinion will be in the best interest of the City of Orange Township, or for reasons required by law.

Dwayne D. Warren, Esq.
Mayor

Marty Mayes, CRP,
SRMP, CPWM
Director of Public Works
(973) 952-6100 X6078
2/27/23 \$98.04