

Instructions and Contract Forms

FOR

ROOF RESTORATION FOR ANDOVER TOWNSHIP HILLSIDE
BARN

TOWNSHIP OF ANDOVER

SUSSEX COUNTY

NEW JERSEY

Please read and follow the attached instructions and specifications carefully. Failure to follow the instructions and specifications may result in rejection of your proposal.

For additional information contact:

Patricia L. Bussow

Administrator/Clerk

Township of Andover

134 Newton-Sparta Road

Newton, NJ 07860

Telephone: 973-383-4280 ext. 316

Email: pbussow@andovertwp.org

TOWNSHIP OF ANDOVER

INSTRUCTIONS

I. SUBMISSION OF PROPOSALS

- A. The TOWNSHIP of Andover, Sussex County, New Jersey (**hereinafter "TOWNSHIP"**) invites sealed proposals pursuant to this Request for Proposals.
- B. Sealed proposals will be received up to **10:00 AM** prevailing time on **September 21, 2022** at which time and place proposals shall be received at the Township Municipal Building, located at 134 Newton Sparta Road, Newton, NJ 07860.
All proposals received shall be subject to review by the TOWNSHIP Attorney as to compliance with statutory and specification requirements.
- C. The bid proposal shall be submitted, in a sealed envelope:
- (1) Addressed to the TOWNSHIP of Andover,
 - (2) Bearing the name and address of the proposer written on the face of the envelope, and
 - (3) **Clearly marked "BID PROPOSAL"** with the contract title, and the date, time and place of opening.
- D. It is the bidder's responsibility to see that the proposals are presented to the TOWNSHIP on or before the hour and at the place designated. Bids may be hand delivered or mailed; however, the **TOWNSHIP disclaims any responsibility for bids forwarded by regular or overnight mail**. If the proposals are sent by overnight mail, the designation in section C, above, must also appear on the outside of the delivery company envelope. Bids received after the designated time and date will be returned unopened.
- E. Sealed bids forwarded to the TOWNSHIP before the time of opening may be withdrawn upon written application of the bidder who shall be required to produce evidence showing that the individual is or represents the principal or principals involved in the proposal. Once bids have been opened, they must remain firm for a period of sixty (60) calendar days, unless extended by mutual consent of all parties.
- F. **All prices and amounts must be written in ink or preferably typewritten on the forms furnished or copies thereof.** Bids containing any conditions, omissions, unexplained erasures or alterations, items not called for in the proposal form, attachment of additive information not required by the specifications, or irregularities of any kind, may be rejected by the TOWNSHIP. Any changes, whiteouts, strikeouts, etc. on the proposal page must be initialed in ink by the person responsible for signing the proposal. Corporations not incorporated in the State of New Jersey must submit with their proposal, or shall submit prior to award, a certificate from the Office of the Secretary of State of The State of New Jersey certifying that said corporation is authorized to transact business in the State of New Jersey. The bidder will be held to his bid as submitted. No error in computation will relieve him of responsibility to perform in accordance with the prices on his bid form as submitted.

TOWNSHIP OF ANDOVER

- G. Each bid form must give the full business address, telephone and fax numbers of the bidder and be signed by an authorized representative. Bids by partnerships must furnish the full name of all partners and must be signed in the partnership name by one of the members of the partnership or by an authorized representative, followed by the signature and designation of the person signing. Proposals by corporations must be signed in the legal name of the corporation, followed by the name of the State in which incorporated and must contain the signature and designation of the president, secretary or her person authorized to bind the corporation in the matter with the corporate seal affixed. When requested, satisfactory evidence of the authority of the officer signing shall be furnished. The name of each person signing shall be typed or printed below the signature. Corporate bidders not recognized in the State of New Jersey must submit with their bid, or shall submit prior to award, a certificate from the Office of the Secretary of State of the State of New Jersey certifying that said corporation is authorized to transact business in the State of New Jersey. All other bidders not residents of New Jersey, shall designate a proper agent in the State of New Jersey on whom service can be made in the event of litigation, which designation shall be shown by a written statement accompanying the proposal duly executed by the proposer or submitted on request prior to award.
- H. Unless otherwise stated in the specifications, bidders must insert prices in words and figures for the total cost of the contract to be awarded pursuant to these specifications.
- I. Bidders shall guarantee any or all materials and services supplied under these specifications. Defective or inferior items shall be replaced at the expense of the bidder. In case of rejected materials, the bidder will be responsible for return freight charges.
- J. Proposals containing any conditions, omissions, unexplained erasures, or alterations or items not called for in the specifications, or proposals submitted in units or in a manner other than described in the specifications, or irregularities of any kind, may be rejected by the TOWNSHIP.
- K. **One original and two copies** of the proposal are required to be submitted to the TOWNSHIP.

TOWNSHIP OF ANDOVER

I. SECURITY - MANDATORY SUBMISSIONS

The following provisions if indicated by an (X), shall be applicable to this bid and be made a part of the proposal documents:

I A. BID GUARANTEE

Proposer shall submit with the proposal a certified check, cashier's check or bond in the amount often percent (10%) of the total price proposed, but not in excess of \$20,000, payable unconditionally to the TOWNSHIP. The check or bond of the unsuccessful proposer(s) shall be returned as prescribed by law. The check or bond of the bidder to whom the contract is awarded shall be retained until a contract is executed and the required performance bond or other security is submitted. The check or bond of the successful proposer shall be forfeited if the bidder fails to enter into a contract pursuant to N.J.S.A. 40A:11-21.

X B. CONSENT OF SURETY

Bidder shall submit with the proposal a Certificate (Consent of Surety) from a Surety Company indicating consent to be bound as surety and guarantor for performance required under the Contract Documents.

C. PERFORMANCE BOND

Successful bidder shall, if required by the TOWNSHIP with the delivery of the executed contract, submit an executed bond in the amount deemed acceptable by the TOWNSHIP as security for the faithful performance of this contract. Failure to deliver this with the executed contract shall be cause for declaring the contract null and void but successful bidder shall not otherwise be penalized for failing to submit this bond.

D. LABOR AND MATERIAL (PAYMENT) BOND

Successful bidder shall, if required by the TOWNSHIP with the delivery of the executed contract, submit an executed payment bond to guarantee payment to laborers and suppliers for the labor and material used in the work performed under the contract.

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X E. QUALIFICATION OF SURETY/LETTERS OF CREDIT

Attorneys-in-fact who sign proposal bonds, consent of surety, performance bonds, or bonds must file with each bond a certified and effectively dated copy of theft power of attorney and Statement of Financial Condition. A notice from the Department of Treasury indicating that a surety bond rating of at least B from the AM Best Rating Company as well as a stockholders surplus amount of not less than \$1 Million is required for performance bonds in projects that include State funding.

Any individual wishing to post cash, certified check, or an irrevocable letter of credit in lieu of a performance or payment bond shall post same in an amount equal to one hundred percent (100%) of the highest year's cost of the proposal at the time of the opening of the proposals.

Anyone wishing to do so must have all necessary instruments approved as to language by the TOWNSHIP Attorney at least five (5) days prior to the opening of proposals.

X F. STATEMENT OF OWNERSHIP (DISCLOSURE CERTIFICATION)

Bidder shall submit a Corporate Ownership Statement pursuant to §1 of P.L. 1977, c.33. A form is provided for this purpose in the sample contract documents at page CD-6.

X G. RECEIPT OF ADDENDA

The bidder shall submit with the bid a completed Acknowledgment of Receipt of Addenda in the form included in the contract documents, further below in this packet, acknowledging the bidder's receipt of any notice of revisions or addenda to the advertisement or bid documents.

X H. CONTRACTOR BUSINESS REGISTRATION

The bidder shall submit a copy of bidder's and, if applicable, subcontractors' business registration as required pursuant to N.J.S.A. 52:32-44.

X I. BIDDER'S LIST OF REFERENCES

The bidder shall submit a list of references, including any for which they have received a negative experience.

Failure to submit any checked items may be cause for rejection of the bid (see 'Bid Document Submission Checklist,' further below in this packet, for additional information)

TOWNSHIP OF ANDOVER

II. INTERPRETATION AND ADDENDA

- A. The bidder understands and agrees that its proposal is submitted on the basis of the specifications prepared by the TOWNSHIP. The bidder accepts the obligation to become familiar with these specifications.
- B. Bidders are expected to examine the specifications and related documents with care and observe all their requirements. Ambiguities, errors or omissions noted by proposers should be promptly reported in writing to the Township Clerk. In the event the proposer fails to notify the TOWNSHIP of such ambiguities, errors or omissions, the bidder shall be bound by the proposal.
- C. No oral interpretation of the meaning of the specifications will be made to any bidder. Every request for an interpretation shall be in writing, addressed to the Township Clerk. In order to be given consideration, written requests for interpretation must be received at least ten (10) days prior to the date fixed for the opening of the proposals. Any and all such interpretations and any supplemental instructions will be in the form of written addenda to the specifications, and will be posted on the TOWNSHIP's website at www.andovertwp.org in accordance with N.J.S.A. 40A:11-23. It is the bidder's responsibility to check the TOWNSHIP website for any addenda. All addenda so issued shall become part of the contract documents and shall be acknowledged by the bidder in the bid. The TOWNSHIP of Andover's interpretations or corrections thereof shall be final.
- D. Discrepancies in Proposals

If the amount shown in words and its equivalent in figures do not agree, the written words shall be binding. Ditto marks are not considered writing or printing and shall not be used.
- E. The TOWNSHIP reserves the right to waive any technical irregularity in any or all proposals.
- F. It is the bidder's responsibility to check the TOWNSHIP website for any addenda in order to ensure receipt of all addenda.

TOWNSHIP OF ANDOVER

III. INSURANCE AND INDEMNIFICATION

A. Insurance Requirements

1. Workers' Compensation and Employer's Liability Insurance

This insurance shall be maintained in force during the life of this contract by the bidder covering all employees engaged in performance of this contract in contract pursuant to N.J.S.A. 34:15-12(a) and N.J.A.C. 12:235-1.6.

2. General and Professional Liability Insurance

This insurance shall have limits of not less than \$1,000,000.00 any one person and \$2,000,000.00 per any one accident for bodily injury and a \$500,000.00 aggregate for property damage and shall be maintained in full force during the life of the contract by the bidder.

3. Automobile Liability Insurance

This insurance covering bidder for claims arising from owned and hired and non-owned vehicles with limits of not less than \$1,000,000.00 any one person and \$2,000,000.00 per occurrence for bodily injury and \$500,000.00 per occurrence for property damage, shall be maintained in force during the life of this contract by the proposer, naming the TOWNSHIP as an additional insured.

B. Certificates of the Required Insurance

Certificates as listed above shall be submitted along with the contract as evidence covering Comprehensive General Liability, Comprehensive Automobile Liability, and where applicable, necessary Worker' s Compensation and Employer's Liability Insurance. Such coverage shall be with acceptable insurance companies operating on an admitted basis in the State of New Jersey and shall name the TOWNSHIP as an additional insured.

C. Indemnification

Successful bidder/Contractor agrees to indemnify and hold the TOWNSHIP of Andover, its officials, employees and agents harmless from any and all liability or expense, including costs of defense, resulting from any action at law related to any duty or responsibility imposed upon the Contractor relating to the services contained herein, provided that such action results from the negligent of the Contractor, or any of its agents, and/or from circumstances where the Contractor servants or any of its agents, has acted outside the scope of their duties or contrary to law.

TOWNSHIP OF ANDOVER

IV. PREPARATION OF PROPOSALS

- A. The TOWNSHIP is exempt from any local, state or federal sales, use or excise tax. Our tax exempt # is 22-6001640.
- B. Successful bidder shall be responsible for obtaining any applicable permits or licenses from any government entity that has jurisdiction to require the same. All bids submitted shall include this cost in the bid price agreement. TOWNSHIP fees will be waived.

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V. STATUTORY AND OTHER REQUIREMENTS

A. Mandatory Affirmative Action Certification.

No firm may be issued a contract unless it complies with the affirmative action regulations of N.J.S.A. 10:5-31 et seq. (P.L.1975, c.127), N.J.A.C. 17:27:11

1. All successful vendors must submit, within seven days after the receipt of the notice of intent to award the contract or the receipt of the contract, one of the following:

- i. A photocopy of a valid letter for an approved Federal Affirmative Action Plan (good for one year from the date of the letter), or
- ii. A photocopy of an approved Certificate of Employee Information Report, or
- iii. If the vendor has none of the above, the public agency is required to provide the vendor with an initial Affirmative Action Employee Information Report (AA-302).

B. Americans with Disabilities Act of 1990

Discrimination on the basis of disability is prohibited in public contracts. The successful proposer is required to read Americans with Disabilities language that is part of this specification and agrees that the provisions of Title II of the Act are made a part of the contract. The successful proposer is obligated to comply with the Act and to hold the TOWNSHIP harmless.

C. Statement of Ownership (Ownership Disclosure Certification)

N.J.S.A. 52:25-24.2 (P.L. 1977, c.33, as amended by P.L. 2016, c.43) provides that no corporation or partnership shall be awarded any contract for the performance of any work or the furnishing of any materials or supplies, unless, prior to the receipt of the bid or accompanying the bid of said corporation or partnership, there is submitted a statement setting forth the names and addresses of all stockholders in the corporation or partnership who own ten (10%) percent or more of its stock of any class, or of all individual partners in the partnership who own a ten (10%) percent or greater interest therein. Statement of Ownership (Ownership Disclosure Certification) shall be completed and attached to the bid proposal.

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D. Non-Collusion Affidavit

The Non-Collusion Affidavit, which is part of these specifications, shall be properly executed and submitted with the bid.

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E. Public Works Contract Registration Act (When Applicable)

Pursuant to N.J.S.A. 34:11-56.48, et seq., each proposer shall submit evidence of contractor registration with the New Jersey Department of Labor with its proposal for any project involving construction, reconstruction, demolition, alteration, repair or maintenance of a public building regularly open to and used by the general public. If a proposer is not so registered, a proposer may submit a proposal provided the proposer has filed a registration application with the New Jersey Department of Labor and includes a copy of the application with the bid.

F. Business Registration

Pursuant to P.L. 2004 c.57, which expands the program of business registration to all government contracting units in New Jersey. Contractor shall provide proof of its own business registration and proofs of business registration of those subcontractors required to be listed in the contractor's submission. The proof of registration should be provided at the time the bid or proposal is officially received and opened by the TOWNSHIP of Andover, and in any event, no later than when the Notice of Award is received by successful bidder.

A business organization that fails to provide a copy of a business registration as required pursuant to section 1 of P.L.2001,c.134(C:52:32-44 et al.) or subsection e. or f. of section 92 of P.L.1977, c.110(C:5:12-92), or that provides false registration information under the requirement of either of those sections, shall be liable for a penalty of \$25 for each day of violation, not to exceed \$50,000, for each business registration copy not properly provided under a contract with the TOWNSHIP of Andover.

H. References

All Bidders shall submit list of references.

- I. Warranty: All work and parts provided and installed under this contract shall have, as a minimum, a one (1) year warranty from the date of final acceptance thereof against any latent defects, design, materials, workmanship, installation, fraud, or such gross mistakes, as may amount to fraud. **Warranty need only be provided by the successful bidder upon award of the contract.**

TOWNSHIP OF ANDOVER

VI. EVALUATION, REVIEW AND SELECTION PROCESS

A. Proposals to Remain Subject to Acceptance

The TOWNSHIP is utilizing the provisions of the Local Public Contracts Law, N.J.S.A. 40A:11-1 et seq., authorizing the use of competitive contracting to contract for replacement of the Hillside Barn roof.

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

RFP responses shall remain open for a period of sixty (60) calendar days from the stated submittal date.

The TOWNSHIP shall award the contract or reject all proposals within such time as may be specified in the Request for Bids, but in no case more than sixty (60) days, except that the bid of any bidder who consents thereto may, at the request of the TOWNSHIP, be held for consideration for such longer period as may be agreed. All bid security except the security of the three apparent lowest responsible proposers shall, if requested, be returned after ten (10) days from the opening of the bids, Saturdays, Sundays and holidays excepted, and the bids of such bidders shall be considered as withdrawn. Within three (3) days after the awarding of the contract and the approval of the contractor's performance bond, the proposal security of the remaining unsuccessful bidders shall be returned to them forthwith, Saturdays, Sundays and holidays excepted.

B. Rejection of Proposals

The TOWNSHIP reserves the right to reject any or all proposals, or to reject any proposals if the evidence submitted by, or investigation of such respondent fails to satisfy the TOWNSHIP that such respondent is properly qualified to carry out the obligations of the RFP and to complete the work contemplated therein. The TOWNSHIP reserves the right to waive any minor informality or irregularity in the RFP.

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The TOWNSHIP may reject Proposals, which are incomplete, conditional, or obscure, or which contain additions not called for, erasures not properly initialed, alterations, or irregularities of any kind. Alterations by erasure or interlineations must be explained or noted in the Proposal and signed by the individual who performed the submittal. The TOWNSHIP, at its sole discretion, may reject Proposals which are unbalanced.

Penalties for the submission of false, deceptive, or fraudulent statements or information by bidders are provided by the Local Public Contracts Law (N.J.S.A. 40A:11-33 and 34). No Contract for work shall be awarded to a Contractor/Vendor who is included on the New Jersey State Treasurer's list of debarred, suspended or disqualified bidders.

The TOWNSHIP expressly reserves the right to eliminate and reject any or all of the items in the Proposal, and/or to increase or decrease such items as may be necessary to obtain proper and adequate work within the funds available.

C. Evaluation Process

Bidders are hereby advised that the Contract, if awarded, will be awarded to the “lowest responsible Bidder” based upon the evaluation by the TOWNSHIP.

D. Township Discretion to Disqualify

The proposals will be evaluated for general compliance with instructions and requests issued in the RFP. Non-compliance with significant instructions may be grounds for disqualification of proposals.

TOWNSHIP OF ANDOVER

E. Additional Requirements

Proposals should include the following information:

1. Ability to Complete the Project/Services in a Timely Manner

Proposals should demonstrate that bidders can complete the work required in a timely manner, or otherwise may be considered non-responsive.

2. Cost

Proposals should anticipate all costs that may arise in the completion of the contract work, as any costs not included as part of any resulting contract must be approved and authorized by the TOWNSHIP before the related work is initiated, and the TOWNSHIP reserves the right to rescind the contract in the case that additional costs are deemed by the Township to be unreasonable.

TOWNSHIP OF ANDOVER

VII. Term of Contract

This term of this contract shall be the time required for completion of the work required thereunder.

VIII. Notice of Award

The successful respondent will be notified of the award of contract upon a favorable decision by the governing body.

The bidder to whom the contract has been awarded shall, within the (10) days of the date of notification of award:

- A. Execute and deliver to the TOWNSHIP three (3) copies of the contract.
- B. Furnish proof satisfactory to the TOWNSHIP of the authority of the person or persons executing the contract on behalf of the contractor.
- C. Furnish the required performance guarantee and satisfactory evidence of insurance as required in these specifications. No change orders for delays or increased costs incurred as a result of the failure to submit documents in compliance with the terms and conditions of the specifications and proposal requirements shall be permitted.

All the terms in this bid in its entirety, along with the specifications, the bid forms and other documents submitted by the bidder, the contract, if awarded by the TOWNSHIP Committee, between the bidder and the TOWNSHIP, and the resolution authorizing same, shall constitute the agreement for the proposed work and shall be binding upon all parties in full.

SPECIFICATIONS FOR ROOF RESTORATION FOR ANDOVER TOWNSHIP HILLSIDE BARN

ROOF RESTORATION OF THE ANDOVER TOWNSHIP HILLSIDE BARN (BASE BID)

PURPOSE AND INTENT

The TOWNSHIP of Andover requests bids for roof restoration of the Andover Township Hillside Barn. The expected work to be completed is described below. Pre-proposal site visits by prospective respondents are encouraged to inspect the current roof of the Andover Township Hillside Barn, and can be arranged by telephone: (973) 383-4280 x316.

BUILDINGS COVERED; BASE BID

There is 1 building covered under the contract:

- **ANDOVER TOWNSHIP HILLSIDE BARN ('Property'),
146 Lake Iliff Rd, Newton, NJ 07860**

WORK TO BE DONE

The work to be done pursuant to the above-named Contract includes generally, but is not limited to:

1. On the sloped areas of the Property, remove shingles down to the existing deck and dispose of removed materials in a proper manner.
2. On the sloped areas of the Property, install new shingles, including all necessary insulation, underlayers, flashing, and other necessary elements, so that roof is in watertight condition.
3. On the flat areas of the Property, remove current roofing system down to the existing deck and dispose of removed materials in a proper manner.
4. On the flat areas of the Property, install new roofing system, including all necessary insulation, underlayers, flashing, and other necessary elements, so that roof is in watertight condition.
5. Remove and properly dispose of all debris and materials not needed for project.

UNSATISFACTORY PERFORMANCE

All work shall be supervised by the Contractor's personnel who will coordinate efforts with the TOWNSHIP. The TOWNSHIP shall monitor the completed work and, if same is found to be unsatisfactory, work shall be performed by the contractor at no additional cost to the TOWNSHIP.

INDEPENDENT CONTRACTOR

The Contractor shall be an independent contractor in every respect and not an agent of the TOWNSHIP. The Contractor shall be the sole employer of all personnel engaged in the performance of this contract and shall accept full responsibility for all lost or damaged property and injury to persons resulting from the execution of the as well as for any claims made by or on behalf of the Contractor's agents, servants and employees arising out of their employment or work pertaining to the performance of this Contract.

INDEMNIFICATION

The Contractor shall accept the full responsibility for and shall defend, indemnify and hold harmless Andover TOWNSHIP, its officials, officers, employees, and agents from all claims for all loss or damage to property and injury to persons resulting from the negligent execution or performance of this Contract as well as for any claims made by or on behalf of Contractor's agents, servants, and/or employees arising out of their employment or work pertaining to the operation under this Contract; moreover Contractor shall at all times defend, indemnify and hold the TOWNSHIP, its elected officials, officers, and/or employees harmless from and against any and all liabilities, demands, claims, suits, losses, damages, causes of action, fines, or judgments, including costs, attorney and witness fees, and expenses incident thereto, arising out of or in connection with the execution or performance of this Contract. Contractor shall be an independent contractor at all times and in every respect and not the agent of the TOWNSHIP. Nothing contained herein and no direction or notification from the TOWNSHIP to the Contractor shall imply the creation of a partnership, joint venture, or agency relationship between the parties herein.

CONTRACTOR RESPONSIBILITY

The contractor is solely responsible for the provision of all management personnel, supervisors, labor, equipment, materials and supplies necessary to complete the required work.

BID DOCUMENT SUBMISSION CHECKLIST

TOWNSHIP OF ANDOVER

ROOF RESTORATION FOR ANDOVER TOWNSHIP HILLSIDE BARN

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:

**Initial each item
Submitted with Bid**

(TOWNSHIP's checkmarks)

	A bid guarantee as required by N.J.S.A. 40A:11-21	
	A certificate from a surety company pursuant to N.J.S.A. 40A:11-2	
	A listing of subcontractors, if any used, as required by N.J.S.A. 40A:11-16	
	If applicable, bidder's acknowledgement of receipt of any notice(s) or revision(s) or addenda to an advertisement, specifications or bid	

B. Failure to submit the following documents may be a cause for the bid to be rejected.

(N.J.S.A. 40A:11-23.1

**Initial each item
Submitted with Bid**

(TOWNSHIP's checkmarks)

	Americans with Disabilities Act Notice	
	Non-Collusion Affidavit	
	New Jersey Business Registration	
	Affirmative Action Questionnaire/Certification	
	Statement of Corporate Ownership Pursuant to N.J.S.A. 52:25-24.2	
	Disclosure of Investment Activities in Iran Pursuant to N.J.S.A. 52:32-55	
	W-9	
	Warranties (Upon Award)	
	Equal Employment Opportunity Certification	
	New Jersey Anti-Discrimination Certification	
	Proposal Form	
	List of References	
	Public Works Contract Registration pursuant to N.J.S.A. 34:11-56.48, et seq	

SIGNATURE: **The undersigned hereby acknowledges and
has submitted the abovelisted requirements, and reviewed entire bid
package**

Name of Bidder: _____ By Authorized

Representative:

Signature: _____

Print Name and Title: _____

Date: _____

ANDOVER TOWNSHIP
ACKNOWLEDGMENT OF RECEIPT OF ADDENDA

The undersigned Bidder hereby acknowledges receipt of the following Addenda:

<u>Addendum Number</u>	<u>Dated Acknowledge Receipt (Initial)</u>
_____	_____
_____	_____
_____	_____
_____	_____

No addenda were received:

Acknowledged for: _____
(Name of Bidder)

By: _____
(Signature of Authorized Representative)

Name: _____
(Print or Type)

Title: _____

Date: _____

ANDOVER TOWNSHIP
NON-COLLUSION AFFIDAVIT

State of New Jersey

County of _____ ss:

I, _____ residing in _____
(name of affiant) (name of municipality)

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

I am _____ of the firm of _____,
(Title or position) (Name of firm)

the bidder making this Proposal for the bid entitled _____, and that I executed the
said proposal with full authority to do so that said bidder has not, directly or indirectly entered into any
agreement, participated in any collusion, or otherwise taken any action in restraint of free, competitive
bidding in connection with the above named project; and that all statements contained in said proposal
and in this affidavit are true and correct, and made with full knowledge that the Township of Andover
relies upon the 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 employees or bona fide established commercial or selling agencies maintained by

Subscribed and sworn to before me this _____ day of _____

Signature

(Type or print name of affiant under signature)

Notary public of

My Commission expires:

(Seal)

ANDOVER TOWNSHIP
AMERICANS WITH DISABILITIES ACT OF 1990

Equal Opportunity for Individuals with Disability

The CONTRACTOR and the TOWNSHIP do hereby agree that the provisions of Title II of the Americans With Disabilities Act of 1990 (the "ACT (42 U.S.C. 812101 at 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 thereunto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the TOWNSHIP pursuant to this contract, the CONTRACTOR agrees that the performance shall be in strict compliance with the Act. In the event that the Contractor, its agents, servant employees, or subcontractors violate or are alleged to have violated the Act during the performance of this contract, the CONTRACTOR shall defend the TOWNSHIP of Andover in any action or administrative proceeding commenced pursuant to this Act. The Contractor shall indemnify, protect, and save harmless the TOWNSHIP, its agents, servants, and employees from and against any and all suits, claims, losses, demands, or damages, of whatever kind or nature arising out of or claimed to arise out of the alleged violation. The CONTRACTOR shall, at its own expense, appear, defend, and pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the TOWNSHIP of Andover grievance procedure, the CONTRACTOR agrees to abide by any decision of the TOWNSHIP of Andover which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the TOWNSHIP of Andover or if the TOWNSHIP of Andover incurs any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the CONTRACTOR shall satisfy and discharge the same at its own expense.

The TOWNSHIP of Andover 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 TOWNSHIP of Andover or any of its agents, servants, and employees, the TOWNSHIP of Andover shall expeditiously forward or have forwarded to the CONTRACTOR every demand, complaint, notice, summons, pleading, or other process received by the TOWNSHIP of Andover or its representatives.

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

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

Name of Bidder: _____

Signature: _____

Title: _____

Date: _____

ANDOVER TOWNSHIP
AFFIRMATIVE ACTION QUESTIONNAIRE

Kindly complete this questionnaire. In the event that you/your firm is awarded this contract, the necessary forms will be sent to you. This form MUST be submitted with the Bid Proposal.

1. Our Company has a federal affirmative action plan approval.

Yes__ No__

2. Our Company has a State Certificate of Employee Information Report Approval.

Yes__ No__

3. If you do not have one of the above approvals, indicate whether you have:

__ More than 50 employees.

__ Fewer than 50 employees.

4. I have more than 50 employees; please send us an Affirmative Action Form for our completion. (AA 302 - Affirmative Action Employee Information Report)

__ (Check here if applicable.)

5. I have fewer than 50 employees; please send an affidavit for my completion.

__ (Check here if applicable.)

The bidder to whom the contract has been awarded shall, within seven (7) days in the case of the notification of construction awards and within three (3) days in the case of notification of procurement and service awards, execute and submit any affirmative action forms in compliance with P/L: 1975, c.127.

I HEREBY CERTIFY that the above information is correct to the best of my knowledge. The vendor below will comply with all applicable affirmative action requirements.

(PLEASE PRINT OR TYPE)

Name of Bidder: _____

Signature: _____

Title: _____

Date: _____

ANDOVER TOWNSHIP
NEW JERSEY ANTI-DISCRIMINATION PROVISIONS
N.J.S.A. 10:2-1 ET SEQ.

Pursuant to NJSA 10:2-1, if awarded a contract, the contractor agrees that:

a. In the hiring of persons for the performance of work under this contract or any subcontract or any subcontract hereunder, or for the procurement, manufacturer, assembling or furnishing of any such materials, equipment, supplies or services to be acquired under this contract, no contractor, nor any person acting on behalf of such contractor or subcontractor, shall by reason of race, creed, color, national origin, ancestry, marital status, gender identity or expression, affectional or sexual orientation or sex, discriminate against any person who is qualified and available to perform the work to which the employment relates;

b. No contractor, subcontractor, nor any person on his behalf shall, in any manner, discriminate against or intimidate any employee engaged in the performance of work under this contract or any subcontract hereunder, or engaged in the procurement, manufacturer, assembling or furnish of any such materials, equipment, supplies or services to be acquired under such contract, on account of race, creed, color, national origin, ancestry, marital status, gender identity or expression, affectional or sexual orientation or sex;

c. There may be deducted from the amount payable to the contractor by the contracting public agency, under this contract, a penalty of \$50.00 for each person for each calendar day during which such person is discriminated against or intimidated in violation of the provisions of the contract; and

d. This contract may be canceled or terminated by the contracting public agency, and all money due to become due hereunder may be forfeited, for any violation of this section of the contract occurring after notice to the contractor from the contracting public agency of any prior violation of this section of the contract.

Name of Bidder: _____

Signature: _____

Title: _____

Date: _____

ANDOVER TOWNSHIP
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 et seq.

GOODS, PROFESSIONAL SERVICES 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, 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/treasmy/contract_compliance)

The contractor and its subcontractor 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 Purchase & Property, CCAU, EEO Monitoring Program for conducting a compliance investigation pursuant to N.J.A.C. 17:27-1.1 et seq.

Name of Bidder: _____

Signature: _____

Title: _____

Date: _____

For goods, professional service and general service contracts, a letter of federal affirmative action plan approval, certificate of employee information report or an employee information report fom1 (AA302) must be submitted at the time of Award.

IMPORTANT: This form must be completed by Bidder.

ANDOVER TOWNSHIP
DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN

Bidder Name: _____

PART 1: CERTIFICATION
BIDDERS ARE TO COMPLETE PART 1 BY CHECKING EITHER BOX

Pursuant to the Public Law 2012, c.25, any person or entity that submits a bid or proposal or otherwise proposes to enter into or renew a contract must complete the certification below to attest, under penalty of perjury, that neither the person or entity, nor, any of its parents, subsidiaries, or affiliates, is identified on the Department of Treasury's Chapter 25 list as a person or entity engaging in investment activities in Iran. The Chapter 25 list is found on the Division's website at www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf. Bidders must review this list prior to completing the below certification. Failure to complete the certification will render a bidder's proposal non-responsive. If the Director finds a person or entity to be in violation of law, s/he shall take action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the party.

CHECK THE APPROPRIATE BOX:

I certify, pursuant to Public Law 2012, c. 25, that neither the bidder listed above nor any of the bidder's parents, subsidiaries or affiliates is listed on the N.J. Department of the Treasury's list of entities determined to be engaged in prohibited activities in Iran pursuant to P.L. 2012, c. 25 ("Chapter 25 List"). I further certify that I am the person listed above, or I am an officer or representative of the entity listed above and am authorized to make this certification on its behalf. I will skip Part 2 and sign and complete the Certification below.

OR

I am unable to certify as above because the bidder and/or one or more of its parents, subsidiaries, or affiliates is listed on the Department's Chapter 25 list. I will provide a detailed, accurate and precise description of the activities in Part 2 below sign and complete the Certification below. Failure to provide such will result in the proposal being rendered as non-responsive and appropriate penalties, fines and/or sanctions will be assessed as provided by law.

PART 2: ADDITIONAL INFORMATION

Please provide further information related to investment activities in Iran. You must provide a detailed, accurate and precise description of the activities of the bidding person/entity, or one of its parents, subsidiaries or affiliates, engaging in the investment activities in Iran outlined above by completing the box below.

Name: _____ Relationship to Bidder/Offeror: _____

Description of Activities: _____

Duration of Engagement: _____ Anticipated Cessation Date: _____

Bidder/Offeror Contact Name: _____ Contact Phone Number: _____

PART 3: CERTIFICATION

I, being duly sworn upon my oath, hereby represent and state that the foregoing information and any attachments thereto to the best of my knowledge are true and complete. I attest that I am authorized to execute this certification on behalf of the above-referenced person or entity. I acknowledge that the Township of Andover is relying on the information contained herein and thereby acknowledge that I under a continuing obligation from the date of this certification through the completion of any contracts with the Township of Andover to notify the Township in writing of any changes to the answers of information contained herein. I acknowledge that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification, and if I do so, I recognize that I am subject to criminal prosecution under the law and that it will also constitute a material breach of my agreement(s) with the Township of Andover, New Jersey and that the Township at its option may declare any contract(s) resulting from this certification void and unenforceable.

Full Name (print): _____

Signature: _____

Title: _____

Date: _____

ANDOVER TOWNSHIP
STATEMENT OF OWNERSHIP DISCLOSURE
N.J.S.A. 52:25-24.2 (P.L. 1977, c.33 as amended by P.L. 2016, c.43)

This statement shall be completed, certified to, and included with all bid and proposal submissions.

Name of Organization: _____

Organization Address: _____

PART I - Please indicate the type of business organization:

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

PART II

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

OR

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

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

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

PART III - Disclosure of 10% or greater ownership in the stockholders, partners or LLC members listed Part II

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

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

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

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

PART IV - Certification

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

Name (Print): _____ **Title:** _____

Signature: _____ **Date:** _____

NOTARY

Subscribed and sworn before me this

_____ day of _____ 20____

Affiant

Notary Public

Print Name/Title

ANDOVER TOWNSHIP
PROPOSAL FOR THE ROOF RESTORATION FOR ANDOVER TOWNSHIP HILLSIDE BARN

BIDDER:

DATE:

1. The undersigned, as bidder, will provide all the goods and/or services called for by the Contract Documents in the manner prescribed therein for the roof restoration of the Andover Township Hillside Barn.
2. In submitting this Bid, the Bidder understands that the right is reserved by the Township to reject any and all bids for just cause pursuant to N.J.S.A. 40A:11-13.2. If written notice of the acceptance of this Bid is mailed, telefaxed, or delivered to the undersigned within sixty (60) days after the opening thereof, the bidder agrees to execute and deliver an agreement in the prescribed form within ten (10) days of receipt of the Agreement.

BID PROPOSAL

- 1) Total Cost for the roof restoration of the Andover Township Hillside Barn (in figures & words).

TOTAL: (figure) \$ _____

(words) _____ dollars

- 2) Estimated Start Date: _____

- 3) Estimated Completion Date: _____

Bidder understands that he/she will be legally responsible if these specifications are not met. Bidder further understands that the TOWNSHIP reserves the right to reject any or all bids and to waive any informalities.

Name of Bidder: _____

Signature: _____

Title: _____

Date: _____

IMPORTANT: THIS FORM ALONG WITH THE BIDDER'S AFFIDAVIT MUST BE COMPLETED

BIDDER'S AFFIDAVIT

(This Affidavit is part of the Proposal)

STATE OF _____

COUNTY OF _____

_____ being duly sworn, deposes and says that (s)he resides at

that (s)he is the (give title) _____, who signed the above Proposal, or Bid, that (s)he was duly authorized to sign, and that the Bid is a true offer of the Bidder, and that the Seal attached is the seal of the Bidder, and that all the declarations and statements contained in the Bid are true to the best of his knowledge and belief.

(Affiant) (Title)

SUBSCRIBED AND SWORN TO BEFORE ME THIS DAY OF
20

(Notary Public)

My Commission Expires:
