

**CITY OF VINELAND
VINELAND, NEW JERSEY**

SPECIFICATIONS

FOR

VMEU- Directional Drilling Services

COV BID # 2026-08

BID OPENING: THURSDAY, MARCH 19, 2026
PREVAILING TIME: 2:00 P.M.

**PURCHASING DIVISION
640 E WOOD STREET
P.O. BOX 1508
VINELAND, NJ 08362-1508**

**Miguel A. Mercado, QPA
Purchasing Agent
(856) 794-4040 Phone
(856) 405-4605 Facsimile
mmercado@vinelandcity.org**



640 E. WOOD STREET
P.O. BOX 1508
VINELAND, NJ 08362-1508

DEPARTMENT OF FINANCE
DIVISION OF PURCHASING
MIGUEL MERCADO, QPA
PURCHASING AGENT

PHONE: (856) 794-4040
FAX: (856) 405-4605

NOTICE TO BIDDERS

Sealed bids will be received by the Purchasing Agent of the City of Vineland on Thursday, March 19, 2026 at 2:00 p.m. prevailing time in the Purchasing Office, 5th Floor, 640 E. Wood Street, Vineland, New Jersey 08360, at which time and place bids will be opened and read in public for the furnishing of:

COV BID # 2026-08 VMEU- DIRECTIONAL DRILLING SERVICES

Bid must be submitted in **duplicate** and shall be enclosed in an opaque sealed envelope, addressed to "Division of Purchasing, City of Vineland, 640 E. Wood Street, PO Box 1508, Vineland, NJ 08362-1508"

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

You must submit paper documents as your bid package. We cannot accept electronic copies. The documents to be submitted start with the Check List. **(PLEASE DO NOT SUBMIT THE SPECIFICATIONS WITH YOUR BID PACKAGE.)** **Original signatures must be on one document.** (Please use **blue** ink for the signatures.) The duplicate can be a photocopy.

If you have any questions, please contact the Purchasing Agent at the above number or email: PurchasingOffice@vinelandcity.org

DO NOT STAPLE DOCUMENTS
DO NOT DOUBLE SIDE

**CITY OF VINELAND
GENERAL INSTRUCTIONS**

I. SUBMISSION OF BIDS

- A. Sealed bids shall be received in accordance with public advertisement as required by law, with a copy of said notice being attached hereto and made a part of these specifications.
- B. Each bid shall be submitted on the proposal form attached and shall be submitted in a clearly marked sealed envelope addressed to:

If delivered:

**DIVISION OF PURCHASING
640 E. WOOD STREET
5TH FLOOR
VINELAND NJ 08360**

If mailed:

**DIVISION OF PURCHASING
640 E. WOOD STREET 5TH FL
PO BOX 1508
VINELAND NJ 08362-1508**

* Do not use PO Box on Overnight Delivery Services, i.e. (Fed-Ex)

Bidder's name, address, bid category, and due date must appear on the outside of the BID ENVELOPE containing the bid.

- C. Sealed bids will be received by the Purchasing Agent or designated representative, at the time and location as stated in the Notice to Bidders, and at such time and place will be publicly opened and read aloud.
- D. It is the bidder's responsibility to see that bids are presented to the Purchasing Agent on the hour **and at the place designated**. Bids may be hand delivered or mailed; however, the City disclaims any responsibility for bids forwarded by regular or express mail. If the bid is sent by express mail service, the designation in sub-section B, above, must also appear on the outside of the express mail envelope. Bids received after the designated time and date will be returned unopened. The City of Vineland shall not be responsible for late postal or overnight delivery, nor shall postmark dates or overnight dates be considered in honoring of bids. The City of Vineland shall not be responsible for bidder's hand delivering bids who arrive late or to the wrong location.
- E. Sealed bids forwarded to the City before the time of opening of bids 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 bid. Once bids have been opened, they shall remain firm for a period of sixty (60) calendar days.
- F. All prices and amounts must be written in ink or preferably machine-printed. Bids containing any conditions, omissions, unexplained erasures or alterations, items not called for in the bid proposal form, attachment of additive information not required by the specifications, or irregularities of any kind, may be rejected by the City. Any changes, whiteouts, strikeouts, etc. in the bid must be initialed in ink by the person signing the bid.
- G. Bids will be received only on the bidding forms attached to this specification or a true copy thereof with all notations to be done in ink or typed and signatures must be done in ink. **ONLY ORIGINAL**

SIGNATURES ON ALL DOCUMENTS WILL BE ACCEPTED. RUBBER STAMPS, COMPUTER GENERATED SIGNATURES, COPIER GENERATED SIGNATURES, OR ANY OTHER ARTIFICIAL SIGNATURES SHALL NOT BE ACCEPTABLE AND SHALL BE REASON FOR REJECTION. City of Vineland will not be held responsible for any erroneous pages or pages missing from this bid document if it is obtained from a source other than the Purchasing Department of the City of Vineland. City of Vineland will not be held responsible if bidders (vendors) fail to receive any updates or addenda to the specification, if they haven't contacted the Purchasing Department.

- H. Each bid proposal form must give the full business address, business phone, fax, the contact person of the bidder, and be signed by an authorized representative as follows:
- 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.
 - Bids 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 other person authorized to bind the corporation in the matter.
 - Bids by sole-proprietorship shall be signed by the proprietor.
 - When requested, satisfactory evidence of the authority of the officer signing shall be furnished.
- I. Bidder should be aware of the following statutes that represent "Truth in Contracting" laws:
- N.J.S.A. 2C:21-34, et seq. governs false claims and representations by bidders. It is a serious crime for the bidder to knowingly submit a false claim and/or knowingly make material misrepresentation.
 - N.J.S.A. 2C:27-10 provides that a person commits a crime if said person offers a benefit to a public servant for an official act performed or to be performed by a public servant, which is a violation of official duty.
 - N.J.S.A. 2C:27-11 provides that a bidder commits a crime if said person, directly or indirectly, confers or agrees to confer any benefit not allowed by law to a public servant.
 - Bidder should consult the statutes or legal counsel for further information.
- J. Potential bidders are hereby cautioned that they are bidding at their own risk and that the specifications/bid packages may or may not be complete if the specifications/bid packages were provided by a third party supplier.
- The City shall not be responsible for third party supplied specifications/bid packages.
- K. The City reserves the right to reject individual and/or all bids in accordance with law.
- L. Any prospective bidder who wishes to challenge a bid specification shall file such challenge in writing with the Purchasing Agent no less than three (3) business days prior to the opening of the bids. Challenges filed after that time shall be considered void and having no impact on the contracting unit or the award of a contract; N.J.S.A. 40A: 11-13 (e).
- M. Contracts shall be awarded to the lowest responsive and responsible bidder. City Council reserves the right to reject any and all bids and to waive minor discrepancies therein. City Council also reserves the right to split bids, award individual items, or to award groups of items and categories of items.
- N. Questions concerning this bid shall be directed in writing to the Purchasing Department, Attention: Miguel Mercado, Purchasing Agent, either by facsimile at (856) 405-4605 or by email at PurchasingOffice@vinelandcity.org. Last day for questions is noon, Wednesday, March 4, 2026.

II. BID SECURITY AND BONDING REQUIREMENTS

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

A. BID GUARANTEE

Bidder shall submit with the bid a certified check, cashier's check or a bid bond in the amount of ten percent (10%) of the total price bid, but not in excess of \$20,000, payable unconditionally to the City.

When submitting a Bid Bond, it shall contain Power of Attorney for full amount of Bid Bond from a surety company authorized to do business in the State of New Jersey and acceptable to the City.

The check or bond of the unsuccessful bidder(s) shall be returned pursuant to N.J.S.A. 40A:11-24a. 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 bidder shall be forfeited if the bidder fails to enter into a contract pursuant to N.J.S.A. 40A:11-21.

Failure to submit a bid guarantee shall result in rejection of the bid.

B. CONSENT OF SURETY

Bidder shall submit with the bid a Certificate (Consent of Surety) with Power of Attorney for full amount of bid price from a Surety Company authorized to do business in the State of New Jersey and acceptable to the City stating that it will provide said bidder with a Performance Bond in the full amount of the bid. This certificate shall be obtained in order to confirm that the bidder to whom the contract is awarded will furnish Performance and Payment Bonds from an acceptable surety company on behalf of said bidder, any or all subcontractors or by each respective subcontractor or by any combination thereof which results in performance security equal to the total amount of the contract, pursuant to N.J.S.A. 40A:11-22.

Failure to submit a consent of surety shall result in rejection of the bid.

C. PERFORMANCE BOND

Successful bidder shall simultaneously with the delivery of the executed contract, submit an executed bond in the amount of one hundred percent (100%) of the acceptable bid as security for the faithful performance of this contract.

The performance bond provided shall not be released until final acceptance of the whole work and then only if any liens or claims have been satisfied. The surety on such bond or bonds shall be a duly authorized surety company authorized to do business in the State of New Jersey pursuant to N.J.S.A. 17:31-5.

Failure to submit this with the executed contract shall be cause for declaring the contract null and void pursuant to N.J.S.A. 40A:11-22.

D. LABOR AND MATERIAL (PAYMENT) BOND

Bidder shall with the delivery of the performance bond 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.

Failure to submit a labor and material bond with the performance bond shall be cause for declaring the contract null and void.

E. MAINTENANCE BOND

Upon acceptance of the work by the City, the contractor shall submit a maintenance bond (N.J.S.A. 40A:11-16.3) in an amount not to exceed **100%** of the project costs guaranteeing against defective quality of work or materials for the period of:

_____ 1 year
_____ 2 years

III. INTERPRETATION AND ADDENDA

- A. The bidder understands and agrees that its bid is submitted on the basis of the specifications prepared by the City. The bidder accepts the obligation to become familiar with these specifications.
- B. Bidders are expected to examine the specifications and related bid documents with care and observe all their requirements. Ambiguities, errors or omissions noted by bidders should be promptly reported in writing to the Purchasing Agent. Any prospective bidder who wishes to challenge a bid specification shall file such challenges in writing with the contracting agent no less than three business days prior to the opening of the bids. Challenges filed after that time shall be considered void and having no impact on the contracting unit or the award of a contract pursuant to N.J.S.A. 40A:11-13. In the event the bidder fails to notify the City of such ambiguities, errors or omissions, the bidder shall be bound by the requirements of the specifications and the bidder's submitted bid.
- C. No oral interpretation and or clarification of the meaning of the specifications for any goods and services will be made to any bidder. Such request shall be in writing, addressed to the Purchasing Agent. In order to be given consideration, a written request must be received at least ten (10) business days prior to the date fixed for the opening of the bid for goods and services.

All interpretations, clarifications and any supplemental instructions will be in the form of written addenda to the specifications, and will be distributed to all prospective bidders. All addenda so issued shall become part of the specification and bid documents, and shall be acknowledged by the bidder in the bid. The City's interpretations or corrections thereof shall be final.

When issuing addenda, the City shall provide required notice prior to the official receipt of bids to any person who has submitted a bid or who has received a bid package pursuant to N.J.S.A. 40A:11-23c.1.

D. Discrepancies in Bids

- 1. Ditto marks are not considered writing or printing and shall not be used.
- 2. In the event that there is a discrepancy between the unit prices and the extended totals, the unit prices shall prevail. In the event there is an error of the summation of the extended totals, the computation by the City of the extended totals shall govern.

E. Pre-Bid Conference

If stated in the Notice to Bidders:

A Pre-Bid Conference is not required for this bid.

A pre-bid conference for this proposal will be held on _____.
Attendance is not mandatory, but is strongly recommended. Failure to attend does not relieve the bidder of any obligations or requirements.

IV. BRAND NAMES, STANDARDS OF QUALITY AND PERFORMANCE

- A. Brand names and/or descriptions used in these specifications are to acquaint bidders with the types of goods and services desired and will be used as a standard by which goods and services offered as equivalent will be evaluated.
- B. Variations between the goods and services described and the goods and services offered are to be fully identified and described by the bidder on a separate sheet and submitted with the bid proposal form. Vendor literature WILL NOT suffice in explaining exceptions to these specifications. In the absence of any exceptions by the bidder, it will be presumed and required that the goods and services as described in the bid specification be provided or performed.
- C. It is the responsibility of the bidder to document and/or demonstrate the equivalency of the goods and services offered. The City reserves the right to evaluate the equivalency of the goods and services.
- D. In submitting its bid, the bidder certifies that the goods and services to be furnished will not infringe upon any valid patent or trademark and that the successful bidder shall, at its own expense, defend any and all actions or suits charging such infringement, and will save the City harmless from any damages resulting from such infringement.
- E. Only manufactured and farm products of the United States, wherever available, shall be used pursuant to N.J.S.A. 40A:11-18.
- F. The contractor shall guarantee any or all goods and services supplied under these specifications. Defective or inferior goods shall be replaced at the expense of the contractor. The contractor will be responsible for return freight or restocking charges.

V. INSURANCE AND INDEMNIFICATION

The insurance documents as listed below shall include but are not limited to the following coverage's. (where insurance requirements are listed under other sections of these specifications, the higher limits will prevail.)

A. INSURANCE REQUIREMENTS

1. Worker's Compensation Insurance

Workers Compensation insurance shall be maintained in full force during the life of the contract, covering all employees engaged in performance of the contract pursuant to N.J.S.A. 34:15-12(a) and N.J.A.C. 12:235-1.6. Statutory Limit for Workers' Compensation and \$500,000 for Employer's Liability.

2. General Liability Insurance

General liability insurance shall be provided with limits of not less than \$1,000,000 any one person/any one accident for bodily injury and property damage and \$3,000,000 aggregate, and shall be maintained in full force during the life of the contract.

3. Automobile Liability Insurance

Automobile liability insurance covering contractor for claims arising from owned, hired and non-owned vehicles with limits of not less than \$1,000,000 any one person / any one accident for bodily injury and property damage, and shall be maintained in full force during the life of the contract.

4. Other Forms of Insurance Required

B. CERTIFICATES OF THE REQUIRED INSURANCE

Certificates of Insurance for those policies required above shall be submitted with the contract. Such coverage shall be with an insurance company authorized to do business in the State of New Jersey and shall name the City of Vineland as an additional insured.

Self-insured contractors shall submit an affidavit attesting to their self-insured coverage and shall name the City of Vineland as an additional insured.

C. INDEMNIFICATION

Bidder shall indemnify and hold harmless the City of Vineland from all claims, suits or actions, and damages or costs of every name and description to which the City of Vineland may be subjected or put by reason of injury to the person or property of another, or the property of the City of Vineland resulting from negligent acts or omissions on the part of the contractor, the contractor's agents, servants or subcontractors in the delivery of goods and services, or in the performance of the work under the contract.

VI. PRICING INFORMATION FOR PREPARATION OF BIDS

- A. The City of Vineland is exempt from any local, state or federal sales, use or excise tax.
- B. Estimated Quantities (Open-End Contracts): The City has attempted to identify the item(s) and the estimated amounts of each item bid to cover its requirements; however, past experience shows that the amount ordered may be different than that submitted for bidding. The right is reserved to decrease or increase the quantities specified in the specifications pursuant to N.J.A.C. 5:30-11.2 and 11.10. **NO MINIMUM PURCHASE IS IMPLIED OR GUARANTEED.**
- C. Contractor 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 have included this cost.
- D. Bidders shall insert prices for furnishing goods and services required by these specifications. Prices shall be net, including any charges for packing, crating, containers, etc. All transportation charges shall be fully prepaid by the contractor, F.O.B. destination and placement at locations specified by the City. As specified, placement may require inside deliveries. No additional charges will be allowed for any transportation costs resulting from partial shipments made for the contractor's convenience.
- E. No bidder will be allowed to offer more than one price on each item even though he/she may feel that he has two (2) or more types/products that will meet the specifications. Bidders must determine for themselves which type/product to offer. If said bidder should submit more than one price on any item, all prices for the item shall be rejected.
- F. **The contract period will be from April 1, 2026 expiring on March 31, 2027 with the option to renew for one (1) additional year ending March 31, 2028. The option year is not an automatic renewal. This must be approved by all parties and by resolution of the governing body.**

VII. STATUTORY AND OTHER REQUIREMENTS

The following are mandatory requirements of this bid and contract.

A. MANDATORY AFFIRMATIVE ACTION CERTIFICATION

No firm may be issued a contract unless it complies with the affirmative action provisions of N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27-1 et seq. The following information summarizes the full, required regulatory text, which is included as Exhibit A of this bid specification.

1. Goods and Services (including professional services) Contracts

Each 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:

- i. A photocopy of a valid letter that the contractor is operating under an existing Federally approved or sanctioned affirmative action program (good for one year from the date of the letter); or
- ii. A photocopy of a Certificate of Employee Information Report approval, issued in accordance with N.J.A.C. 17:27-4; or
- iii. A photocopy of an Employee Information Report (Form AA 302) provided by the Division and distributed to the public agency to be completed by the contractor in accordance with N.J.A.C. 17:27-4.

2. Maintenance/Construction Contracts

After notification of award, but prior to signing the contract, the contractor shall submit to the public agency compliance officer and the Division of Contract Compliance and Equal Employment Opportunity in Public Contracts (Division) an initial project workforce report (Form AA201) provided to the public agency by the Division for distribution to and completion by the contractor, in accordance with N.J.A.C. 17:27-7.

The contractor shall also submit a copy of the Monthly Project Workforce Report once a month thereafter for the duration of the contract to the Division and to the public agency compliance officer. The contractor shall also cooperate with the public agency in the payment of budgeted funds, as is necessary, for on-the job and/or off-the-job programs for outreach and training of minorities and women.

B. AMERICANS WITH DISABILITIES ACT OF 1990

Discrimination on the basis of disability in contracting for the purchase of goods and services is prohibited. Bidders are required to read Americans with Disabilities language that is included as Appendix A of this specification and agree that the provisions of Title II of the Act are made a part of the contract. The contractor is obligated to comply with the Act and to hold the City harmless.

C. STOCKHOLDER DISCLOSURE

N.J.S.A. 52:25-24.2 provides that no corporation, partnership, limited partnership, limited liability corporation, limited liability partnership, Subchapter S corporation or sole proprietorship, shall be awarded any contract for the performance of any work or the furnishing of any goods and services, unless, prior to the receipt of the bid or accompanying the bid of said corporation, partnership, limited partnership, limited liability corporation, limited liability partnership, Subchapter S corporation or sole proprietorship, bidders shall submit a statement setting forth the names and addresses of all stockholders in the corporation or partnership who own (10%) ten percent or more of its stock of any class, or of all individual partners in the

partnership who own a ten percent or greater interest therein. The included Statement of ownership shall be completed and attached to the bid proposal. This requirement applies to all forms of corporations and partnerships, including, but not limited to, limited partnerships, limited liability corporations, limited liability partnerships and Subchapter S corporations. Failure to submit a stockholder disclosure document shall result in rejection of the bid.

D. PROOF OF BUSINESS REGISTRATION

N.J.S.A. 52:32-44 requires that each bidder (contractor) submit proof of business registration. Certificate must be submitted prior to award of the contract and the bidder had to have obtained the BRC prior to receipt of bids. A BRC is obtained from the New Jersey Division of Revenue. Information on obtaining a BRC is available on the internet at www.nj.gov/njbgs or by phone at (609) 292-1730. N.J.S.A. 52:32-44 imposes the following requirements on contractors and all subcontractors that **knowingly** provide goods or perform services for a contractor fulfilling this contract:

- 1) The contractor shall provide written notice to its subcontractors and suppliers to submit proof of business registration to the contractor;
- 2) Prior to receipt of final payment from a contracting agency, a contractor must submit to the contracting agency an accurate list of all subcontractors or attest that none was used;
- 3) During the term of this contract, the contractor and its affiliates shall collect and remit, and shall notify all subcontractors and their affiliates that they must collect and remit to the Director, New Jersey Division of Taxation, the use tax due pursuant to the Sales and Use Tax Act, (N.J.S.A. 54:32B-1 et seq.) on all sales of tangible personal property delivered into this State.

A contractor, subcontractor or supplier who fails to provide proof of business registration or provides false business registration information shall be liable to a penalty of \$25 for each day of violation, not to exceed \$50,000 for each business registration not properly provided or maintained under a contract with a contracting agency. Information on the law and its requirements is available by calling (609) 292-1730.

If boxes of the following items are checked, they are mandatory requirements of the bid proposal and contract.

E. NEW JERSEY WORKER AND COMMUNITY RIGHT TO KNOW ACT

The manufacturer or supplier of chemical substances or mixtures shall label them in accordance with the N.J. Worker and Community Right to Know Law (N.J.S.A. 34:5A-1 et seq., and N.J.A.C 8:59-2 et seq.). Containers that the law and rules require to be labeled shall show the Chemical Abstracts Service number of all the components and the chemical name. Further, all applicable Material Safety Data Sheets (MSDS) - hazardous substance fact sheet - must be furnished.

F. PREVAILING WAGE ACT

Pursuant to N.J.S.A. 34:11-56.25 et seq., contractors on projects for public work shall adhere to all requirements of the New Jersey Prevailing Wage Act. The contractor shall be required to submit a certified payroll record to the City within ten (10) days of the payment of the wages. The contractor is also responsible for obtaining and submitting all subcontractors' certified payroll records within the aforementioned time period. The contractor shall submit said certified payrolls in the form set forth in N.J.A.C. 12:60-6.1(c). It is the contractor's responsibility to obtain any additional copies of the certified payroll form to be submitted by contacting the New Jersey Department of Labor and Workforce Development, Division of Workplace Standards. Bidders are cautioned to take into consideration statutory legal requirements, particularly, the payment of prevailing wages. It is Bidder's sole responsibility for determining the correct labor classification(s) and paying the correct and proper wage and benefits and it is imperative that the Contractor familiarize itself with the current wage and benefit rates before submitting bids based on these specifications. **NOTE: Additional information and current wage rates are available at: http://lwd.state.nj.us/labor/wagehour/wagehour_index.html.**

G. THE PUBLIC WORKS CONTRACTOR REGISTRATION ACT

N.J.S.A. 34:11-56.48 et seq. requires that a general or prime contractor and any listed subcontractors named in the contractor's bid proposal shall possess a certificate *at the time the bid proposal is submitted*. After bid proposals are received and prior to award of contract, the successful contractor shall submit a copy of the contractor's certification along with those of all listed subcontractors. All non-listed subcontractors and lower tier sub-subcontractors shall be registered prior to starting work on the project. It is the general contractor's responsibility that all non-listed sub-contractors at any tier have their certificate prior to starting work on the job.

Under the law a "contractor" is "a person, partnership, association, joint stock company, trust, corporation or other legal business entity or successor thereof who enters into a contract" which is subject to the provisions of the New Jersey Prevailing Wage Act [N.J.S.A. 34:11-56.25, et seq.] It applies to contractors based in New Jersey or in another state.

The law defines "public works projects" as contracts for "public work" as defined in the Prevailing Wage statute [N.J.S.A. 34:11-56.26(5)]. The term means:

- "Construction, reconstruction, demolition, alteration, or repair work, or maintenance work, including painting and decorating, done under contract and paid for in whole or in part out of the funds of a public body, except work performed under a rehabilitation program.
- "Public work" shall also mean construction, reconstruction, demolition, alteration, or repair work, done on any property or premises, whether or not the work is paid for from public funds..."
- "Maintenance work" means the repair of existing facilities when the size, type or extent of such facilities is not thereby changed or increased. While "maintenance" includes painting and decorating and is covered under the law, it does not include work such as routine landscape maintenance or janitorial services.

To register, a contractor must provide the State Department of Labor with a full and accurately completed application form. The form is available online at http://lwd.state.nj.us/labor/wagehour/regperm/pw_cont_reg.html

N.J.S.A. 34:11-56.55 specifically prohibits accepting applications for registration as a substitute for a certificate of registration.

H. NON-COLLUSION AFFIDAVIT (Not Applicable)

The Affidavit shall be properly executed and submitted with the bid proposal.

I. PAY TO PLAY

Starting in January, 2007, business entities are advised of their responsibility to file an annual disclosure statement of political contributions with the New Jersey Election Law Enforcement Commission (ELEC) 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.

J. NJ ONE CALL

By presenting a bid, contractor declares that he is aware of and, if required, will comply with the requirements of the "Underground Facility Protection Act (Public Law 1994, Chapter 118)" prior to commencing any intended excavation. The telephone number to call is 1-800-272-1000. The successful bidder will be required to show compliance with the requirement by submitting to the appropriate project coordinator the confirmation number obtained from ONE-CALL before any excavation is undertaken.

VIII. METHOD OF CONTRACT AWARD

- A. The length of the contract shall be stated in the technical specifications. Pursuant to requirements of N.J.A.C. 5:30-5.1 et seq., any contract resulting from this bid shall be subject to the availability and appropriation of sufficient funds annually. Please see Section X, Termination of Contract, Sub-section E, for additional information.
- B. If the award is to be made on the basis of a base bid only, it shall be made to that responsible bidder submitting the lowest base bid.
- C. If the award is to be made on the basis of a combination of a base bid with selected options, it shall be made to that responsible bidder submitting the lowest net bid.
- D. The City may also elect to award the contract on the basis of unit prices.
- E. The form of contract shall be submitted by the City to the successful bidder. Terms of the specifications/bid package prevail. Bidder exceptions must be formally accepted by the City.
- G. **Choice of Law:** The agreement with the successful bidder shall be construed in accordance with the laws of the State of New Jersey. In the event of litigation or other legal proceedings commenced to enforce the terms of the agreement, the venue of such litigation shall be the Superior Court of New Jersey, Cumberland County.

IX. CAUSES FOR REJECTING BIDS

Bids may be rejected for any of the following reasons:

- A. All bids pursuant to N.J.S.A. 40A:11-13.2;
- B. If more than one bid is received from an individual, firm or partnership, corporation or association under the same name;
- C. Multiple bids from an agent representing competing bidders;
- D. The bid is inappropriately unbalanced;
- E. The bidder is determined to possess, pursuant to N.J.S.A. 40A:11-4b, Prior Negative Experience; or,
- F. If the successful bidder fails to enter into a contract within 21 days, Sundays and holidays excepted, or as otherwise agreed upon by the parties to the contract. In this case at its option, the City may accept the bid of the next lowest responsible bidder. (N.J.S.A. 40A:11-24b)

X. TERMINATION OF CONTRACT

- A. If, through any cause, the contractor shall fail to fulfill in a timely and proper manner obligations under the contract or if the contractor shall violate any of the requirements of the contract, the City shall there upon have the right to terminate the contract by giving written notice to the contractor of such termination and specifying the effective date of termination. Such termination shall relieve the City of any obligation for balances to the contractor of any sum or sums set forth in the contract. City will pay only for goods and services accepted prior to termination.
- B. Notwithstanding the above, the contractor shall not be relieved of liability to the City for damages sustained by the City by virtue of any breach of the contract by the contractor and the City may withhold any payments to the contractor for the purpose of compensation until such time as the exact amount of the damage due the City from the contractor is determined.
- C. The contractor agrees to indemnify and hold the City harmless from any liability to subcontractors/suppliers concerning payment for work performed or goods supplied arising out of the lawful termination of the contract by the City under this provision.
- D. In case of default by the contractor, the City may procure the goods or services from other sources and hold the contractor responsible for any excess cost.
- E. Continuation of the terms of the contract beyond the fiscal year is contingent on availability of funds in the following year's budget. In the event of unavailability of such funds, the City reserves the right to cancel the contract.
- F. ACQUISITION, MERGER, SALE AND/OR TRANSFER OF BUSINESS, ETC.

It is understood by all parties that if, during the life of the contract, the contractor disposes of his/her business concern by acquisition, merger, sale and or/transfer or by any means convey his/her interest(s) to another party, all obligations are transferred to that new party. In this event, the new City(s) will be required to submit all documentation/legal instruments that were required in the original bid/contract. Any change shall be approved by the City.

- G. The contractor will not assign any interest in the contract and shall not transfer any interest in the same without the prior written consent of the City.
- H. The City may terminate the contract for convenience by providing 60 calendar days advanced notice to the contractor.

XI. PAYMENT

- A. No payment will be made unless duly authorized by the City's authorized representative and accompanied by proper documentation.
- B. Payment will be made in accordance with the City's policy and procedures.

XII. W-9

- A. Bidder shall complete W-9 form and submit to the City of Vineland Purchasing Department prior to contract award. This form is available at the following link:
<http://www.irs.gov/pub/irs-pdf/fw9.pdf?portlet=3>

XIII. Contract Records

As per N.J.A.C. 17:44-2.2 Vendor shall maintain all documentation related to products, transactions or services under this contract for a period of five years from the date of final payment. Such records shall be made available to the New Jersey Office of the State Comptroller upon request.

Directional Drilling Services Specification

Vineland Municipal Electric Utility

SECTION 337173
VMEU Project Code: 26-002

Revision 2
January 28, 2026

Prepared by: *William Burns*

Date: 01/28/2026

Project Lead: *William Burns*

Date: 01/28/2026

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SECTION 337173 – ELECTRICAL UTILITY SERVICES

PART 1 - GENERAL

1.1. Scope

- A. The specification will cover the supply of Directional Drilling services evaluated and awarded as deemed in the best interest of the City. The services will be provided on an as needed basis determined by the Vineland Municipal Electric Utility. The contract will provide unit pricing for services and award of a contract is no guarantee that services will be required. State law requires us to include a minimum and a maximum quantity for each item to be bid. Bids will be evaluated on the evaluation quantity which is an estimation for an average annual period, these numbers will be used for bid evaluation purpose.
- B. Directional Drilling services that will include complete job investigation, calling for mark outs, determining complete and effective work practices and safe procedures to provide directional drilling of underground conduit from locations specified by the city.

1.2. General Conditions

- A. City of Vineland's - General Instructions
 - i. It shall be each prospective Bidder's responsibility to read and understand the requirements as outlined and set forth in the document entitled "City of Vineland General Instructions" that precedes this specification. The general conditions outlined in this specification are not intended to duplicate or amend those instructions.
 - ii. See General Instructions Section III.C related to any request for interpretation or clarification of the meanings contained within this specification. Any questions or requests for interpretation or clarification of meanings SHALL go through the City of Vineland's Purchasing Department.
- B. Contract Documents
 - i. It is understood and agreed that the Notice to Bidders, Instructions to Bidders, Proposal, Proposal Data, Check List, Affirmative Action Regulations, Corporate Disclosure Statement, Surety Form, Contract Agreement, Performance Bond, Payment Bond, General Conditions, Release of Mechanics' Liens, Equal Employment Opportunity Requirements, Special Conditions, Contractor's Report of Property Damage, Specifications, Drawings, Addenda, and Change Orders issued by the City, and specifications and engineering data furnished by the Contractor and accepted by the Owner, wherever included in this Contract shall be adhered to by the Contractor and the work shall be done in accordance therewith.
- C. Definition of Terms
 - i. Words, phrases, or other expressions used in these contract documents shall be defined as follows.
 - a. "Contract" or "contract documents" shall include the items enumerated above under CONTRACT DOCUMENTS.
 - b. "Owner" or "City" shall mean the City of Vineland, New Jersey, acting through

its City Council and their duly authorized agents. All notices, letters, and other communication directed to the Owner shall be addressed and delivered to the City of Vineland Electric Utility, 57 West Park Avenue, Suite A, PO Box 1508, Vineland, New Jersey, 08362-1508, Attention: William Burns

- c. "Contractor" shall mean the corporation, company, partnership, firm, or individual who has entered into this Contract for the performance of the work covered thereby, and its, his, or their duly authorized representatives.
- d. "Engineer" shall mean the City of Vineland, New Jersey, or their duly authorized agent.
- e. "Date of Contract," or equivalent words, shall mean the date of Contract Agreement is signed by the Contractor.
- f. "Day" or "days" unless herein otherwise expressly defined, shall mean a calendar day or days of 24 hours each.
- g. "The work" shall mean the equipment, supplies, materials, labor, and services to be furnished under the contract and the carrying out of all obligations imposed by the contract documents.
- h. "System" shall mean complete equipment and auxiliary systems associated with "the work".
- i. "Drawings" or "plans" shall mean all (a) drawings wherever furnished by the Owner as a basis for proposals, (b) supplementary drawings wherever furnished by the owner to clarify and to define in greater detail the intent of the contract drawings and specification, (c) drawings submitted by the successful bidder with his proposal, provided such drawings are acceptable to the Owner, (d) drawings furnished by the Owner to the Contractor during the progress of the work, and (e) engineering data and drawings submitted by the Contractor during the progress of the work, provided such drawings are acceptable to the Engineer.
- j. Whenever in these contract documents the words "as order," "as directed," "as required," "as permitted," "as allowed," or words or phrases of like import are used, it shall be understood that the order, direction, requirement, permission, or allowance of the Owner or Engineer is intended only to the extent of judging compliance with the terms of the contract; none of these terms shall imply that the Owner or the Engineer has any authority or responsibility for supervision of the Contractor's forces or operations, such supervision and the sole responsibility therefore Being strictly reserved for the Contractor.
- k. Similarly the words "approved," "reasonable," "suitable," "acceptable," "proper," "satisfactory," or words of like effect and import, unless otherwise specified herein, shall mean approved, reasonable, suitable, acceptable, proper, or satisfactory in the judgment of the Owner or Engineer, to the extent provided in "j" above.
- l. Whenever in these contract documents the expression "it is understood and agreed" or an expression of like import is used, such expression means the mutual understanding and agreement of the parties executing the Contract.

D. Governing Law

- i. This Contract shall be governed by the Laws of the State of New Jersey. Any action, legal or equitable, relating to this Contract shall be filed in the State of New Jersey. All parties to this Contract are bound by the appropriate provisions of the New Jersey Local Public Contract Law, which is a prerequisite to any payment by the City. This law is applicable to this Contract in total and in particular to change orders which must be pre-approved by the City Pursuant to law.
- ii. The Contractor shall comply with all existing laws, ordinances and regulations of the United States, the State of New Jersey, the City of Vineland, or other governmental agency which may be applicable to the handling of equipment covered by these specifications.
- iii. The Contractor shall be fully responsible for obtaining any permits, licenses and other forms of documentation required in order to comply with such laws and regulations.

E. Scope and Intent of Contract Documents

The various parts of the contract documents are intended to supplement but not necessarily duplicate each other. Any work Exhibited in one part and not in another shall be executed as if it had been set forth in all parts, so that the work will be performed according to the complete design as determined by the City.

F. Independent Contractor

The relationship of the Contractor to the City shall be that of an independent Contractor.

G. Assignment and Subcontracting

- i. The Contractor shall not assign or subcontract the work, or any part thereof, without the previous written consent of the City, nor shall he assign, by power of attorney or otherwise, any of the money payable under this Contract unless written consent of the City has been obtained.
- ii. No right under this Contract, nor claim for any money due or to become due hereunder shall be asserted against the City, or persons acting for the City, by reason of any so-called assignment of this Contract or any part thereof, unless such assignment has been authorized by the written consent of the City.
- iii. In case the Contractor is permitted to assign moneys due or to become due under this Contract, the instrument of assignment shall contain a clause subordinating the claim of the assignee to all prior liens for services rendered or materials supplied for the performance of the work. Should any Subcontractor fail to perform in a satisfactory manner the work undertaken by him, his subcontract shall be immediately terminated by the Contractor upon notice from the City. The Contractor shall be as fully responsible and accountable to the City for the acts and omissions of his Subcontractors, and of persons either directly or indirectly employed by them, as e is for the acts and omissions of persons directly employed by him. Nothing contained in this Contract shall create any contractual relationship between any Subcontractor and the City.

H. Oral Statements

It is understood and agreed that the written terms and provisions of this agreement shall supersede all oral statements of representatives of the City, and oral statements shall not be effective or be construed as being a part of this Contract.

I. Reference Standards

Reference to the standards of any technical society, organization, or association, or to codes of local or state authorities, shall mean the latest standard, code, specification, or tentative standard adopted and published at the date of taking bids, unless specifically stated otherwise.

J. No Waiver of Rights

The City or any of its, employees, or agents, nor any order by the Owner or Engineer for payment of money, or any payment for, or acceptance of, the whole or any part of the work by the Owner or Engineer, nor any extension of time, nor any possession taken by the Owner or its employees, shall operate as a waiver of any provision of this Contract, or of any power herein reserved to the Owner, or any right to damages herein provided, nor shall any waiver of any breach in this Contract be held to be a waiver of any other or subsequent breach.

K. Patents

Royalties and fees for patents covering materials, articles, apparatus, devices, equipment or processes used in the work shall be included in the contract amount. The Contractor shall satisfy all demands that may be made at any time for such royalties or fees and he shall be liable for any damages or claims for patent infringements. The Contractor shall, at his own cost and expense, defend all suits or proceedings that may be instituted against the Owner for alleged infringement of any patents involved in the work and, in case of an award of damages, the Contractor shall pay such award. Final payment to the Contractor by the Owner will not be made while any such suit or claim remains unsettled.

L. Materials and Equipment

Unless specifically provided otherwise in each case, all materials and equipment furnished for permanent installation in the work shall conform to applicable standard specifications and shall be new, unused, and undamaged when installed or otherwise incorporated in the work. Materials and equipment shall be of the manufacturer and type specified herein or an approved equal meeting or exceeding all specific manufacturer and specification requirements for design, quality, and performance. No such material or equipment shall be used by the Contractor for any purpose other than that intended or specified, unless such use is specifically authorized by the Owner in each case.

M. Insurance

- i. The Contractor shall not begin any operations under the Agreement until it has:
 - a. obtained all the insurance required herein; and
 - b. furnished certificates of insurance to the City.
- ii. Every certificate of insurance providing the coverage's required herein shall contain

the following clause: "No reduction, cancellation or expiration of the policy shall become effective until thirty (30) days from the date written notice thereof is actually received by the City of Vineland."

- iii. The Contractor shall take out and maintain for the life of the Agreement, at its own expense, the following insurance coverage and minimum limits:

<u>Coverage</u>	<u>Limits</u>
Worker's Compensation.....	Statutory
Public Liability (BI&PD).....	\$1,000,000 comb. single limit
Automobile Liability (BI&PD)....	\$1,000,000 comb. single limit
Environmental Impairment.....	\$1,000,000 comb. single limit

- iv. The public liability insurance shall include coverage for all of Contractor's contractual liability under the Agreement with limits not less than those set forth above. However, such public liability insurance need not cover losses, damages, costs and expenses arising out of bodily injury (including death) to any person or damage to any property caused by or resulting from acts or omissions of the City, its employees or its agents.

N. Indemnification

- i. To the fullest extent permitted by laws and regulations, the Contractor shall defend, indemnify, and hold harmless the Owner and Engineer and their officials, officers, directors, partners, consultants, agents, and employees from and against all claims, damages, losses, and expenses, (including but not limited to fees and charges of engineers, architects, attorneys, and other professionals and court and arbitration costs) arising out of or resulting from the performance of the work by the Contractor, any Subcontractor, any person or organization directly or indirectly employed by any of them to perform or furnish any of the work or anyone for whose acts any of them may be liable, to the extent such injury or damage is due to the error, omission, or negligent act of the Contractor, his Subcontractor, employees, or agents.
- ii. In any and all claims against the Owner, or any of their officials, officers, directors, partners, consultants, agents, or employees by any employee of the Contractor, any Subcontractor, any person or organization directly or indirectly employed by any of them to perform or furnish any of the work or anyone for whose acts any of them may be liable, this indemnification obligation shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the Contractor or any such Subcontractor or other person or organization under workers' or workmen's compensation acts, disability benefits acts, or other employee benefit acts, nor shall this indemnification obligation be limited in any way by any limitation on the amount or type of insurance coverage provided by the Owner, the Contractor, or any of his Subcontractors.

O. Release of Liability

Acceptance by the Contractor of the last payment shall be a release to the Owner and every officer and agent thereof, from all claims and liability hereunder for

anything done or furnished for, or relating to the work, or for any act or negligence of the Owner of any person relating to or affecting the work.

P. Limitation of Liability

- i. Contractor's total aggregate liability for damages to the Owner for any cause whatsoever whether in contract or in tort, including negligence or strict liability shall be limited to 100 percent of the contract amount or the limit of insurance coverage, whichever is greater.
- ii. This Limitation of Liability will not apply to payment of cost and damages under patents, environmental impairment, environmental remediation, claims for personal injury or damage to real or tangible personal property caused by Contractor's negligence or to claims by third parties.

Q. Consequential Damages

Notwithstanding any other provisions of the Contract Documents, in no event will the Contractor, his Subcontractors, or his suppliers be liable in Contract, in tort (including negligence or strict liability) or otherwise for loss of anticipated profits, lost production, or cost of replacement power or temporary equipment (including additional expenses incurred in using existing facilities), damage to or loss of other property or equipment, claims of customers of the Owner, or for any special, indirect, incidental or consequential damages whatsoever, whether resulting from the performance, delay in performance, or nonperformance of the equipment supplied hereunder, and whether suffered by the Owner, its customers, or any third party.

1.3. Special Conditions

A. Contractor's Supervision at the Site

- i. The Contractor shall furnish adequate management, supervisory, and technical personnel on the site to ensure expeditious and competent handling of the work.
- ii. The Contractor shall be responsible for complete supervision and control of his Subcontractors as though they were his own forces. Notice to the Contractor shall be considered notice to any affected Subcontractor.

B. Relations with Other Contractors

The Contractor shall cooperate with all other Contractors who may be performing work on behalf of the Owner, and with workmen who may be employed by the Owner in the vicinity of the work under this Contract, and he shall conduct his operations to minimize interference with the work of such Contractors or workmen. The Contractor shall promptly make good, at his own expense, any injury or damage that may be sustained by other Contractors or employees of the Owner due to activities associated with this Contract. Any difference or conflict which may arise between the Contractor and other Contractors, or between the Contractor and workmen of the Owner, in regard to their work shall be resolved as determined by the Owner.

C. Methods of Field Operation

- i. The Contractor shall inform the Owner in advance as to the Contractor's plan for

carrying out each part of the onsite work. Review by Owner of any plan or method of work proposed by the Contractor shall not relieve the Contractor of any responsibility therefor, and such review shall not be considered as an assumption of any risk or liability by Owner or any officer, agent, or employee thereof. The Contractor shall have no claim because of the failure or inefficiency of any plan or method so reviewed.

- ii. Any method of work suggested by the Owner, but not specified, shall be used at the risk and responsibility of the Contractor, and the Owner shall have no responsibility therefor. The Contractor alone shall be responsible for the safety, adequacy, and efficiency of his plant, equipment, and methods.

D. Safety, Health, and Accident Prevention

- i. The Contractor shall conduct all operations under this Contract in a manner to avoid the risk of bodily harm and the risk of damage to any property. The Contractor shall promptly take necessary and adequate precautions against any conditions which involves a risk of bodily harm or a risk of damage to any property. The Contractor shall continuously inspect all work, materials, and equipment and conduct health surveys of all work areas to discover and determine any unsafe conditions and shall be solely responsible for the discovery, determination, and correction of any such condition. This requirement shall apply continuously and not be limited to normal working hours.
- ii. The Contractor shall implement and maintain a written Safety, Health, and Accident Prevention Program specifically applicable to the work. The Safety, Health, and Accident Prevention Program shall be in accordance with the Owner's Safety Rules and Regulations and with the Codes and Regulations of Federal, State, Local, and all other authorities having jurisdiction over this work, including the requirements of Federal and State Safety and Health Regulations for Construction and the New Jersey Public Employees Occupational Safety and Health Act (N.J.A.C. 34:6A-25 et seq.).
- iii. The Contractor's written Safety, Health, and Accident Prevention Program shall include equipment to be used, sampling strategy and calculations, methods of compliance, and personnel protective equipment. The calibration, sampling, and analytical laboratory procedures used shall be in conformance with OSHA's Industrial Hygiene Field Operations Manual.
- iv. Upon request by the Owner, the Contractor's written Safety, Health, and Accident Prevention Program shall be submitted for review prior to the start of the work at the project site. This review will not relieve the Contractor of his responsibility for safety and health, nor shall such review be construed as limiting in any manner the Contractor's obligation to undertake any action which may be necessary or required to establish and maintain safe working conditions in respect to his work at the project site.

E. Emergency Protection

Whenever, in the opinion of the Owner, the Contractor has not taken sufficient precaution for the safety of the public or the protection of the work to be constructed under this Contract or of adjacent structures or property, and whenever,

in the opinion of the Owner, an emergency has arisen and immediate action is considered necessary, then the Owner, with or without notice to the Contractor, may provide suitable protection by causing work to be done and material to be furnished and placed. The cost of such work and material shall be borne by the Contractor, and if the same is not paid on presentation of the bills therefor, such costs may be deducted from any amounts due or to become due the Contractor. The performance of such emergency work shall not relieve the Contractor of responsibility for any damage which may occur.

F. Qualifications of Workmen

The Contractor shall employ only workers who are competent to perform the work assigned to them and, in the case of skilled labor, who are adequately trained and experienced in their respective trades and who do satisfactory work. The Contractor shall immediately remove from the work, whenever requested to do so by the Owner, any person considered by the Owner to be incompetent or disorderly, or for any other reason unsatisfactory or undesirable to the Owner, and such person shall not again be employed on the work without the consent of the Owner.

G. Fire Protection

Only work procedures which minimize fire hazards to the extent practicable shall be used. Combustible debris and waste materials shall be collected and removed from the site each day, as provided under CLEANLINESS. Fuels, solvents, and other volatile or flammable materials shall be stored away from the construction and storage areas in well-marked, safe containers. Good housekeeping is essential to fire prevention and shall be practiced by the Contractor throughout the performance of work.

H. Repair of Damages

The Contractor shall immediately repair any damage which results from this work, including damage done to the existing facilities. All such repair work shall be acceptable to the Owner.

I. Independent Testing Laboratory

Laboratory testing specified in the technical requirements shall be done by an independent testing laboratory acceptable to the Owner. The laboratory shall be retained by the Contractor and all costs for laboratory services shall be paid by the Contractor.

J. Cooperation with Owner

The performance of work which affects the operation of the Owner's system facilities shall be scheduled to be performed only at times acceptable to the Owner. In the event that it is necessary to interrupt the Owner's operations or the power supply or to impose abnormal operating conditions on the Owner's systems, such procedure must be acceptable to the Owner and a complete understanding and agreement must be reached by all parties concerned well in advance of the time scheduled for such operation, and such understanding shall be definite as to date, time of day, and length of time required. All work shall be scheduled to suit the Owner's convenience, taking into consideration the facilities and requirements at all times during the execution of the work.

K. Energized Facilities

- i. The Contractor may encounter existing energized facilities, operating machinery, and systems which must remain energized and functional during the execution of the work.
- ii. The Contractor shall be completely responsible for the safety and protection of his personnel and the public on the site of the work and shall employ all methods necessary to achieve such safety and also assure continuity of all service systems encountered. These methods shall include but not be limited to providing barriers, guard structures, insulating guards and sleeves, warning signs, and prevention of unauthorized access to service system areas.

L. Access to Facilities

The agreement between the City and the Contractor shall provide that each party grants the other, its agents and employees, during the term of the Agreement, reasonable access to the other's premises for the purpose of fulfilling obligations under the agreement. Contractor grants City access to its premises and facilities so as to enable City to determine that the wastes are properly treated and disposed. Each party further agrees to comply with reasonable safety standards adopted by the other while on the other's premises. The City shall protect and hold confidential technologies observed while on the Contractor's plant. Contractor shall protect and hold confidential all data on wastes from the City.

M. No Smoking Policy

- i. All City facilities are designated as "Smoke Free" with a ban placed on any and all smoking within City Buildings. This "No Smoking" policy covers all City owned/operated facilities and includes garage/receiving areas, elevators, lunch rooms, individual offices, turbine halls, and all areas within the confines of a building.
- ii. The Contractor's supervisors at the site shall be responsible for enforcing this policy which shall apply to his work force or any subcontractor's work force contracted by him. Anyone violating this policy shall be subject to disciplinary actions deemed appropriate by the City. Disciplinary actions shall include, but are not limited to, the issuance of a summons or dismissal from the work site.

N. Contract Period

- i. Initial Contract Period. The contract shall be for a period of one year commencing on the date of contract award.
- ii. Renewal. The contract may renew in its entirety for an additional year commencing on the expiration of the Initial Contract Period. Renewal will be in writing within 90 days prior to the expiration of the initial contract period. The parties to this contract acknowledge that this is a material term of the contract, relied upon by both parties.
- iii. Termination of Automatic Renewal. Either party shall have the right to terminate this contract after the Initial Contract Period.

PART 2 - SPECIFICATION

2.1. Introduction

The successful Contractor awarded this specification shall provide directional drilling services as requested by the City for the installation of underground conduit along public or private streets, in utility easements or on city own property.

2.2. Requirements

- i. The successful contractor must have at least 10 years directional drilling experience within the areas specified and with a suitable safety record safeguarding their own employees, employees who hired them and the general public. The contractor must own the drilling equipment and have the ability to locate while drilling the exact location of the drilling head three dimensionally. The contractor must have experience with underground locate drilling and digging requirements when working around other utilities and must be capable of working around other energized or active underground facilities. The contractor must submit their experience and references for directional drilling with their bid package and any bidders who do not meet the requirements herein will be disqualified.
- ii. The City will specify the areas where drilling will begin and end and the contractor shall perform all necessary site investigations, obtain all required underground facility locates and determine if the drilling can be accomplished safely and according to planned requirement before mobilizing equipment. If the contractor determines that drilling cannot be performed within the areas specified, the contractor shall notify the City and together they shall work on a suitable plan to meet the intended project requirements.

2.3. Site Investigation and Coordination

The contractor shall provide for each drilling site when requested personnel to review the site with City staff, discuss plan requirements, call for underground locate services and follow up at the site after locate services are provided to successfully coordinate the work and plan the job prior to the drilling crew arriving. The City shall pay a fixed lump sum per site fee for each site when directional drilling is requested.

2.4. Drilling Rig

The contractor shall provide when requested a directional drilling rig complete with all accessories and personnel needed to perform directional drilling task. The equipment and manpower shall be sufficient to safely perform the desired directional drilling safely and in accordance with the site plan and these specifications. The crew shall be entirely self-sufficient to perform the task desired without City assistance. The City shall pay the applicable hourly rate for the rig and crew and any overtime rate when and if required.

2.5. Materials

The contractor shall provide conduit to be installed as part of the directional drilling operation. The city shall pay the applicable per foot rate for conduit as requested for the specific job including HDPE sized at two inch, three inch and four inch or Carlon Bore Guard PVC at four inch.

2.6. Site Restoration

- i. The contractor shall during the performance of the directional drilling operation take every precaution to safeguard the site and cause as little damage as possible to existing conditions. They shall make every effort to restore the site, to the best of their ability, to an as found condition. It is understood that this type of work may require disturbances that cannot be avoided to complete the desired task that may include damage to concrete or asphalt surfaces. In this event, the contractor shall provide pricing to repair concrete as a 4' x 4' section or asphalt in a 3' x 3' section. Pricing will be provided in two groups:
 - a. Small Restoration pricing including 5 sections or less per project group.
 - b. Large Restoration pricing including 6 or more sections per project group.
- ii. All restoration repairs and the pricing for the repairs must be approved before starting. When authorized by the City the restoration shall be made in reasonable amount of time following the excavation, shall conform to industry specific standards and shall meet or exceed present conditions as they were found prior to the start of construction as deemed appropriate by the City.
- iii. The City reserves the right to solicit alternate restoration prices on a case by case basis and may award restoration service to others if it is deemed by the City to be in its best interest.

PART 3 - EXECUTION

3.1. Project Coordination and Correspondence

Please use the following mailing address for all correspondence relating to this project:

Vineland Municipal Electric Utility
57 West Park Ave, Vineland, NJ 08360
Phone: (856) 794-4000 Ext. 4977

Attention: William Burns, Senior Engineer
Phone: (856) 794-4000 x4977
Email: wburns@vinelandcity.org

3.2. Proposals

- A. Bidder shall submit with bid package a detailed description of all proposed materials and specifically list any exceptions to the bid specifications. EXCEPTIONS MUST BE EXPLICITLY TABULATED AND ENTITLED "EXCEPTIONS TO BID SPECIFICATIONS". The Bidder shall be aware that any exception that places any other bidder at a disadvantage or seriously compromises the intent of the specifications is unacceptable.
- B. Contractor's prices shall remain firm for the duration of the contract. Escalation clauses are unacceptable.
- C. Bid cost shall be itemized as detailed on the proposal data.

- D. The Contractor's total cost shall be inclusive and shall represent the total and only applicable costs to the City to affect a completed and operational system in accordance with Bid Specifications.
- E. Any recommended changes in the bid specification that affects the cost of the project, shall be done as an optional proposal, bid adder, or bid deduct. This will ensure that all bids are evaluated on an equal footing. Otherwise, bidders' proposals that substantially modify the bid specifications would have to be rejected, even in the event that the proposal was advantageous to the City.
- F. Contractor shall provide names, positions, years in position, and personal resumes of the key personnel to be assigned to this project; a narrative statement detailing the capabilities, qualifications and related experience of the Contractor; and a list of clients complete with references and current phone numbers for whom related work has been performed. Contractors must have sufficient experience performing the tasks in this specification. At the sole discretion of the City, Contractors with little or no experience will be considered unqualified.

3.3. Evaluation of Bids

- A. Bids shall be evaluated on the base bid total cost, bidder's terms and conditions, bidder's qualifications and experience, and other factors deemed relevant by the City. Optional project costs will not be included in the evaluation.
 - i. The "evaluation quantities" indicated, on the proposal forms, represent the relative ordering quantity probability. Actual quantities ordered, per individual releases, shall be in accordance with VMEU's operational needs. The minimum ordering quantity for each item is ZERO. Actual ordering quantities, on an item-by-item basis, may exceed the estimated quantities indicated.
 - ii. The following table is to show the minimum and maximum quantity of man hours of traffic control per contract. Also indicated is the "evaluation" man hours of traffic control used in the bid proposal.
 - a. **Note: Do NOT use the "Maximum" quantity values to complete the bid proposal sheet.**

Table 1: Proposal for Directional Drilling Services (Evaluation Quantities)

1. <u>SITE INVESTIGATION SERVICE</u>		<u>Minimum</u>	<u>Evaluation</u>	<u>Maximum</u>
<u>Description</u>		<u>Hours</u>	<u>Hours</u>	<u>Hours</u>
Site Investigation & Job Coordination	Straight Time	0	10	200
	Over Time	0	2	20
2. <u>DRILLING RIG</u>		<u>Minimum</u>	<u>Evaluation</u>	<u>Maximum</u>
<u>Description</u>		<u>Hours</u>	<u>Hours</u>	<u>Hours</u>
Drilling Rig, Operations Crew	Straight Time	0	100	1000
	Over Time	0	10	100
3. <u>MATERIALS</u>		<u>Minimum</u>	<u>Evaluation</u>	<u>Maximum</u>
		<u>Quant.</u>	<u>Quant.</u>	<u>Quant.</u>
A.	Two Inch HDPE Conduit	0	2000	20000
B.	Three Inch HDPE Conduit	0	2000	20000
C.	Four Inch HDPE Conduit	0	500	5000
D.	Four Inch Carlon Bore Guard	0	500	5000
4. <u>SITE RESTORATION</u>		<u>Minimum</u>	<u>Evaluation</u>	<u>Maximum</u>
<u>Description</u>		<u>Quant.</u>	<u>Quant.</u>	<u>Quant.</u>
A. Small Restoration	3' x 3' Asphalt	0	15	200
	4' x 4' Concrete	0	10	100
B. Large Restoration	3' x 3' Asphalt	0	20	300
	4' x 4' Concrete	0	10	150

3.4. Warranties

- A. The contractor shall warranty all workmanship and services meet or exceed industry standards for the specific duties desired.

PART 4 - ATTACHMENTS

4.1. List of Attachments

Sequence	Document Name
1	Proposal Form(s)

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

The contractor and the City of Vineland, (hereafter "City") do hereby agree that the provisions of Title 11 of the Americans with Disabilities Act of 1990 (the "Act") (42 U.S.C. SJ 21 01 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 there unto, 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 agents, servants, and employees, the City shall expeditiously forward or have forwarded 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 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 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 the Agreement or otherwise at law.

**NEW JERSEY ANTI-DISCRIMINATION PROVISIONS
NJ.S.A.10:2-1 ET SEQ.**

Pursuant to NJ.S.A. 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 hereunder, or for the procurement, manufacture, 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, manufacture, assembling or furnishing 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 or 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.

City of Vineland

Revised Contract Language for BRC Compliance

Goods and Services Contracts (including Purchase Orders)

***Construction Contracts (including Public Works related Purchase Orders)**

N.J.S.A. 52:32-44 imposes the following requirements on contractors and all subcontractors that knowingly provide goods or perform services for a contractor fulfilling this contract:

1. The contractor shall provide written notice to its subcontractors and suppliers to submit proof of business registration to the contractor;
2. Subcontractors through all tiers of a project must provide written notice to their subcontractors and suppliers to submit proof of business registration and subcontractors shall collect such proofs of business registration and maintain them on file;
3. Prior to receipt of final payment from a contracting agency, a contractor must submit to the contracting agency an accurate list of all subcontractors and suppliers or attest that none was used;
4. During the term of this contract, the contractor and its affiliates shall collect and remit and shall notify all subcontractors and their affiliates that they must collect and remit to the Director, New Jersey Division of Taxation, the use tax due pursuant to the Sales and Use Tax Act, (N.J.S.A. 54:32B-1 et seq.) on all sale of tangible personal property delivered into this State.

Pursuant to J.J.S.A. 54:49-4.1, a business organization that fails to provide a copy of a business registration as required, or that provides false business registration information, shall be liable for a penalty of \$25 for each day of violation, not to exceed \$50,000, for each proof of business registration not properly provided under a contract with a contracting agency. Information on the law and its requirements is available by calling (609) 292-9292.

NEW JERSEY BUSINESS REGISTRATION


Pursuant to P.L. 2004, c.57, all consultants (both in-state and out-of-state) must obtain a Business Registration Certificate (BRC) from the New Jersey Department of the Treasury, Division of Revenue prior to conducting business with the NJTPA. A consultant or sub-consultant who fails to submit a copy of a valid BRC in accordance with the statute will be held liable for monetary penalties in accordance with N.J.S.A. 54:49-4.1. Questions regarding how to obtain a BRC can be directed to the New Jersey Division of Revenue at (609) 292-1730. The business registration form (Form NJ-REG) can be found online at:

<http://www.state.nj.us/treasury/revenue/busregcert.shtml> or

<http://www.state.nj.us/treasury/revenue/gettingregistered.shtml>

Sample New Jersey Registration Certificates:

STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE		<small>DEPARTMENT OF TREASURY DIVISION OF REVENUE PO BOX 252 TRENTON, N J 08646-0252</small>
TAXPAYER NAME:	TRADE NAME:	
TAXPAYER IDENTIFICATION#:	SEQUENCE NUMBER:	
ADDRESS:	ISSUANCE DATE:	
EFFECTIVE DATE:		
FORM-BRC(08-01)	<small>Active Director</small>	
<small>This Certificate is NOT assignable or transferable. It must be conspicuously displayed at above address.</small>		

	STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE
Taxpayer Name:	TAX REG TEST ACCOUNT
Trade Name:	
Address:	847 ROEBLING AVE TRENTON, NJ 08611
Certificate Number:	1093907
Date of Issuance:	October 14, 2004
For Office Use Only:	
	20041014112823533

**PLEASE USE THE
FOLLOWING DOCUMENTS
WHEN SUBMITTING BOTH
YOUR ORIGINAL AND
DUPLICATE BID**

PLEASE PRINT (LEGIBLY) OR TYPE

COV BID 2026-08

COMPANY _____

ADDRESS _____

TELEPHONE _____

WITNESS _____

The bidder shall state on the line below, if a corporation, the name of the state in which incorporated.

(Contact Person Who Prepared Proposal)

(Telephone Number)

(Federal I.D. Number)

(Fax Number)

(Email address)

BY _____
(Signature)

(Name-please print or type)

(Title)

DATE _____

Have you attached the required items listed on the Check List? Failure to do so may result in automatic rejection of this bid.

BID CHECKLIST

**Failure by the bidder to submit with their bid all of the MANDATORY
Items that are check below shall be cause for rejection of bid.**

VMEU- Directional Drilling Services
COV BID # 2026-08

March 19, 2026

	<u>REQUIRED WITH BID</u>	<u>INITIAL & SUBMIT</u>
1. Bid Guarantee (IN DUPLICATE) (a bid bond is not a consent of surety)	_____	_____
2. Certificate or Consent of Surety Form (IN DUPLICATE)	_____	_____
3. Statement of Ownership Disclosure (IN DUPLICATE)	_____X_____	_____
4. EEO/Affirmative Action Compliance Notice (IN DUPLICATE)	_____X_____	_____
5. Check List (IN DUPLICATE)	_____X_____	_____
6. Proposal (IN DUPLICATE)	_____X_____	_____
7. Acknowledgement of Receipt of Addenda (IN DUPLICATE)	_____X_____	_____
8. List of Subcontractors, if any. If none, state so. (IN DUPLICATE)	_____	_____

The items that are checked below shall be submitted no later than the time period indicated.

<u>Required as Conditioned</u>	<u>Item</u>	<u>Read, Initialed Shall Submit</u>
_____	Performance Bond (Due with the executed contract)	_____
_____	Labor and Material Payment Bond (Due with the executed contract)	_____

(continued on next page)

_____	Maintenance Bond (Due with the executed contract)	_____
_____	Public Works Contractor Registration Certificate(s) for the General or Prime Contractor and any Subcontractor submitted in the bid proposal with a date effective at the time the proposal is submitted (Due prior to contract award)	_____
<u> X </u>	New Jersey Business Registration Certificate (Due prior to contract award)	_____
<u> X </u>	Certificate(s) of Insurance as specified In the Bid Document (Due with executed contract)	_____
<u> X </u>	Disclosure of Investment Activities in Iran (Due at Bid Opening)	_____
<u> X </u>	Prohibited Activities In Russia or Belarus (Due at Bid Opening)	_____

The items that are checked below are to be reviewed by the bidders.

<u>Review Required</u>	<u>Item</u>	<u>Read & Initialed</u>
<u> X </u>	Americans with Disabilities Act Language	_____
<u> X </u>	General Instructions	_____
<u> X </u>	Technical Specifications	_____

THE ITEMS AND/OR FORMS INDICATED ABOVE SHALL BE REVIEWED AND/OR SUBMITTED WITH YOUR BID. THIS CHECKLIST IS PROVIDED FOR INFORMATIONAL PURPOSES ONLY. ALL REQUIRED DOCUMENTATION MAY NOT BE LISTED ABOVE AND IT SHALL BE THE RESPONSIBILITY OF THE BIDDER TO CAREFULLY REVIEW THE COMPLETE BID PACKAGE, FAMILIARIZE THEMSELVES WITH THE REQUIREMENTS OF THIS BID AND TO SUBMIT WITH THEIR BID ALL REQUIRED DOCUMENTATION.

SIGNATURE

The undersigned hereby acknowledges that they have submitted and/or reviewed the above listed requirements:

(COMPANY)

(NAME – PLEASE PRINT OR TYPE)

(SIGNATURE)

(DATE)

END OF BID CHECKLIST

Proposal

To the Purchasing Agent of the City of Vineland:

The undersigned bidder declares he/she has read the Notice to Bidders, Instructions to Bidders, and Specifications attached, that he/she has determined the conditions affecting the bid, and agrees, if this proposal is accepted and contract awarded, to furnish all labor, material, and equipment to complete the following:

1. Site Investigation & Job Coordination

Description	Rate (\$/hr)	Estimated Quantity (hr)	Total (\$)
A. Standard Hourly Rate		10	
B. Overtime Hourly Rate		2	

2. Drilling Rig, Operations Crew

Description	Rate (\$/hr)	Estimated Quantity (hr)	Total (\$)
A. Standard Hourly Rate		175	
B. Overtime Hourly Rate		10	

3. Materials

Description	Price (\$/ft)	Estimated Quantity (ft)	Total (\$)
A. 2" HDPE Conduit		2000	
B. 3" HDPE Conduit		2000	
C. 4" HDPE Conduit		500	
D. 4" Carlon Bore Guard		500	

4. Small Site Restoration

Description	Price (\$/unit)	Estimated Quantity (unit)	Total (\$)
A. 3' x 3' Asphalt Section		15	
B. 4' x 4' Asphalt Section		10	

5. Large Site Restoration

Description	Price (\$/unit)	Estimated Quantity (unit)	Total (\$)
A. 3' x 3' Asphalt Section		20	
B. 4' x 4' Asphalt Section		10	

Total Bid Price (In words): _____

(Totals: 1.A + 1.B. + 2.A. + 2.B. + 3.A + 3.B. + 3.C. + 3.D. + 4.A. + 4.B. + 5.A. + 5.B.)

Total Bid Price (In Numbers): _____

(Totals: 1.A + 1.B. + 2.A. + 2.B. + 3.A + 3.B. + 3.C. + 3.D. + 4.A. + 4.B. + 5.A. + 5.B.)

Company Name: _____

STATEMENT OF OWNERSHIP DISCLOSURE

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

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

Name of Organization: _____

Organization Address: _____

Part I

Check the box that represents the type of business organization:

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

Part II

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

OR

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

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

Name of Individual or Business Entity	Address

Part III

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

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

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

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

Stockholder/Partner/Member and Corresponding Entity Listed in Part II	Address

**Part IV
Certification**

I, being duly sworn upon my oath, hereby represent that the foregoing information and any attachments thereto to the best of my knowledge are true and complete. I acknowledge: that I am authorized to execute this certification on behalf of the bidder/proposer; that the _____ 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 _____ to notify the _____ 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 _____ to declare any contract(s) resulting from this certification void and unenforceable.

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

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

GOODS AND SERVICES CONTRACTS
(INCLUDING PROFESSIONAL SERVICES)

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

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

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

OR

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

OR

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

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

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

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

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

COMPANY: _____ SIGNATURE: _____

PRINT NAME: _____ TITLE: _____

DATE: _____

**FAILURE BY BIDDER TO COMPLETE AND RETURN THIS NOTICE WITH THEIR BID SUBMISSION
SHALL BE CAUSE FOR THEIR BID TO BE REJECTED AS NON-RESPONSIVE**

**CITY OF VINELAND
ACKNOWLEDGMENT OF RECEIPT OF ADDENDA**

Pursuant to N.J.S.A. 40A:11-23.1a, the undersigned bidder hereby acknowledges receipt of the following notices, revisions, or addenda to the bid advertisement, specifications or bid documents. By indicating date of receipt, bidder acknowledges the submitted bid takes into account the provisions of notice, revision or addendum. Note that the local unit's record of notice to bidders shall take precedence and that failure to include provisions of changes in a bid proposal may be subject for rejection of the bid.

The undersigned Bidder hereby acknowledges receipt of the following Addenda:

Addendum Number	Dated	Acknowledge Receipt (initial)
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

No addenda were received:

Acknowledged for: _____
(Name of Bidder)

By: _____
(Signature of Authorized Representative)

Name: _____
(Print or Type)

Title: _____

Date: _____



DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN FORM

STATE OF NEW JERSEY
DEPARTMENT OF THE TREASURY - DIVISION OF PURCHASE AND PROPERTY
33 WEST STATE STREET, P.O. BOX 230 TRENTON, NEW JERSEY 08625-0230

BID SOLICITATION # AND TITLE: _____

VENDOR NAME: _____

Pursuant to N.J.S.A. 52:32-57, et seq. (P.L. 2012, c.25 and P.L. 2021, c.4) any person or entity that submits a bid or proposal or otherwise proposes to enter into or renew a contract must certify that neither the person nor entity, nor any of its parents, subsidiaries, or affiliates, is identified on the New Jersey Department of the Treasury's Chapter 25 List as a person or entity engaged in investment activities in Iran. The Chapter 25 list is found on the Division's website at <https://www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf>. Vendors/Bidders must review this list prior to completing the below certification. If the Director of the Division of Purchase and Property finds a person or entity to be in violation of the 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 N.J.S.A. 52:32-57, et seq. (P.L. 2012, c.25 and P.L. 2021, c.4), that neither the Vendor/Bidder listed above nor any of its parents, subsidiaries, or affiliates is listed on the New Jersey Department of the Treasury's Chapter 25 List of entities determined to be engaged in prohibited activities in Iran.

OR

I am unable to certify as above because the Vendor/Bidder and/or one or more of its parents, subsidiaries, or affiliates is listed on the New Jersey Department of the Treasury's Chapter 25 List. I will provide a detailed, accurate and precise description of the activities of the Vendor/Bidder, or one of its parents, subsidiaries or affiliates, has engaged in regarding investment activities in Iran by completing the information requested below.

Entity Engaged in Investment Activities
Relationship to Vendor/ Bidder
Description of Activities

Duration of Engagement
Anticipated Cessation Date

**Attach Additional Sheets If Necessary.*

CERTIFICATION

I, the undersigned, certify that I am authorized to execute this certification on behalf of the Vendor, that the foregoing information and any attachments hereto, to the best of my knowledge are true and complete. I acknowledge that the State of New Jersey is relying on the information contained herein, and that the Vendor is under a continuing obligation from the date of this certification through the completion of any contract(s) with the State to notify the State 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. If I do so, I may be subject to criminal prosecution under the law, and it will constitute a material breach of my contract(s) with the State, permitting the State to declare any contract(s) resulting from this certification void and unenforceable.

Signature

Date

Print Name and Title



CERTIFICATION OF NON-INVOLVEMENT IN PROHIBITED ACTIVITIES IN RUSSIA OR BELARUS

Pursuant to N.J.S.A. 52:32-60.1, et seq. ([L. 2022, c. 3](#)) any person or entity (hereinafter "Vendor") that seeks to enter into or renew a contract with a State agency for the provision of goods or services, or the purchase of bonds or other obligations, must complete the certification below indicating whether or not the Vendor is identified on the Office of Foreign Assets Control (OFAC) Specially Designated Nationals and Blocked Persons list, available here: <https://sanctionssearch.ofac.treas.gov/>. If the Department of the Treasury finds that a Vendor has made a certification in violation of the law, it shall take any 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.

I, the undersigned, certify that I have read the definition of "Vendor" below, and have reviewed the Office of Foreign Assets Control (OFAC) Specially Designated Nationals and Blocked Persons list, and having done so certify:

(Check the Appropriate Box)

A. That the Vendor is not identified on the [OFAC Specially Designated Nationals and Blocked Persons list on account of activity related to Russia and/or Belarus](#).

OR

B. That I am unable to certify as to "A" above, because the Vendor is identified on the [OFAC Specially Designated Nationals and Blocked Persons list on account of activity related to Russia and/or Belarus](#).

OR

C. That I am unable to certify as to "A" above, because the Vendor is identified on the [OFAC Specially Designated Nationals and Blocked Persons list](#). However, the Vendor is engaged in activity related to Russia and/or Belarus consistent with federal law, regulation, license or exemption. A detailed description of how the Vendor's activity related to Russia and/or Belarus is consistent with federal law is set forth below.

(Attach Additional Sheets If Necessary.)

Signature of Vendor's Authorized Representative	Date
Print Name and Title of Vendor's Authorized Representative	Vendor's FEIN
Vendor's Name	Vendor's Phone Number
Vendor's Address (Street Address)	Vendor's Fax Number
Vendor's Address (City/State/Zip Code)	Vendor's Email Address

¹ Vendor means: (1) A natural person, corporation, company, limited partnership, limited liability partnership, limited liability company, business association, sole proprietorship, joint venture, partnership, society, trust, or any other nongovernmental entity, organization, or group; (2) Any governmental entity or instrumentality of a government, including a multilateral development institution, as defined in Section 1701(c)(3) of the International Financial Institutions Act, 22 U.S.C. 262r(c)(3); or (3) Any parent, successor, subunit, direct or indirect subsidiary, or any entity under common ownership or control with, any entity described in paragraph (1) or (2).