CITY OF VINELAND

VINELAND, NEW JERSEY

SPECIFICATIONS

FOR

OPEN-END CONTRACT FOR SOUTHERN PINE POLES

COV BID # 2026-39

BID OPENING: TUESDAY, AUGUST 25, 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

CITY OF
VINELAND
WHERE IT'S ALWAYS GROWING SEASON

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

DEPARTMENT OF FINANCE
DIVISION OF PURCHASING
MIGUEL A. 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 Tuesday, August 25, 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 # 2026-39 SOUTHERN PINE POLES

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 Checklist. (**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:	If mailed:
DIVISION OF PURCHASING **640 E. WOOD STREET** **5TH FLOOR** **VINELAND NJ 08360**	**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 A. Mercado, Purchasing Agent, either by facsimile at (856) 405-4605 or by email at PurchasingOffice@vinelandcity.org. The last day for questions is noon, Wednesday, August 12, 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.

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 contacting 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.

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. The bidder shall complete a W-9 form and submit it 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.

EXHIBIT A

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

GOODS, GENERAL SERVICE AND PROFESSIONAL SERVICES CONTRACTS

During the performance of this contract, the contractor agrees as follows:

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Except with respect to affectional or sexual orientation and gender identity or expression, the contractor will ensure that equal employment opportunity is afforded to such applicants in recruitment and employment, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Such equal employment opportunity shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause.

The contractor or subcontractor, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex.

The contractor or subcontractor will send to each labor union, with which it has a collective bargaining agreement, a notice, to be provided by the agency contracting officer, advising the labor union of the contractor's commitments under this chapter and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et seq., as amended and supplemented from time to time and the Americans with Disabilities Act.

The contractor or subcontractor agrees to make good faith efforts to meet targeted county employment goals established in accordance with N.J.A.C. 17:27-5.2.

The contractor or subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, and labor unions, that it does not discriminate on the basis of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

The contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job related testing, as established by the statutes and court decisions of the State of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

In conforming with the targeted employment goals, the contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The contractor shall submit to the public agency, after notification of award but prior to execution of a goods and services contract, one of the following three documents:

Letter of Federal Affirmative Action Plan Approval;

Certificate of Employee Information Report; or

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

The contractor and its subcontractors shall furnish such reports or other documents to the Division of Purchase an Property, CCAU, EEO Monitoring Program as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Division of Purchase an Property, CCAU, EEO Monitoring Program for conducting a compliance investigation pursuant to **N.J.A.C. 17:27-1 et seq.**

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 statue 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

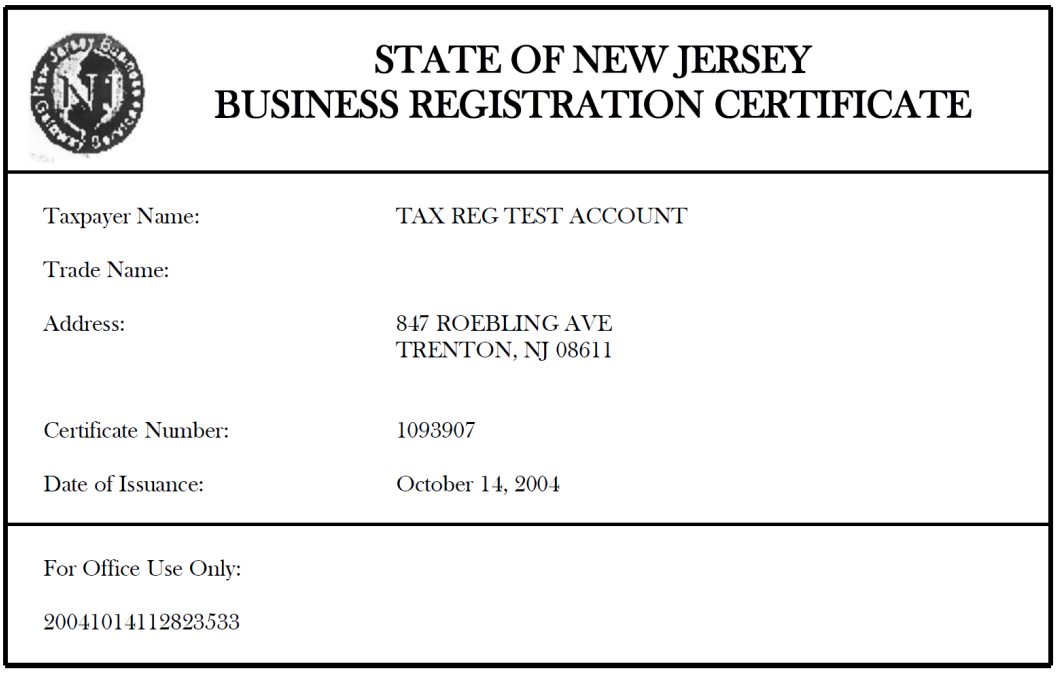
DEPARTMENT OF TREASURY/
DIVISION OF REVENUE
PO BOX 252
TRENTON, N J 08646-0252

TAXPAYER NAME:
TRADE NAME:
TAXPAYER IDENTIFICATION#:
SEQUENCE NUMBER:
ADDRESS:
ISSUANCE DATE:
EFFECTIVE DATE:

Acting Director

FORM-BRC(08-01)

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



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

Southern Pine Poles Specification

Vineland Municipal Electric Utility

SECTION 337116.33

VMEU Project Code: 26-028

Revision 2

July 20, 2026

Prepared by: William Burns Date: 1/20/2026

Project Lead: William Burns Date: 1/20/2026

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SECTION 337116.33 – WOOD ELECTRICAL UTILITY POLES

PART 1 - GENERAL

1.1. Scope

This specification is an open ended contract which provides for the furnishing and delivery of pressure treated southern pine poles for a period of one year from the contract date with an option for an additional contract year. An open-ended contract is a contract for bids based on a “per unit” basis because exact quantities required for the contract period are not known. The contract includes minimum quantities of zero and a maximum quantity stipulated for each item.

1.2. City of Vineland’s – General Instructions

A. 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” and precedes this specification.

B. The general conditions outlined in this specification are not intended to duplicate or amend those instructions.

C. See General Instructions Section III.C related to any request for interpretation or clarification of the meanings contained within this specification.

D. See General Instructions Section VI.D related to delivery charges.

1.3. Definitions

Whenever the following terms are used in these specifications or pertaining to these specifications, the following definitions shall apply:

A. City: The City of Vineland, New Jersey, acting for themselves or through their duly empowered representatives.

B. Utility, VMEU: The City of Vineland Municipal Electric Utility, a department of the City of Vineland.

C. Contractor, Supplier: The successful bidder to whom a contract is let for the execution of the work and or supply of materials or equipment described herein.

D. Approved: Having the approval or subject to the approval of the Director of the Electric Utility or his authorized representative.

E. Suitable, Satisfactory, Proper, Adequate, Acceptable, and terms of like import: Meeting the requirements of the case in the judgment of the City.

F. Bidder: The person or company submitting a bid proposal in response to the "Notice to Bidders", and in accordance with the "Instructions to Bidders", and this bid specification.

G. Clarification or clarify: Their definition is to make clear or easier to understand or to clear of confusion or uncertainty. The use of these words may not be used to change any of this specification. They may only be used to clear-up a meaning or phrase which the potential Bidder has used.

1.4. Governing Law

A. Any Contract issued as a result of this specification 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.

B. 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.

C. 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.

D. Laws mandated by the State of New Jersey which affect, cover, or provide for Public Purchasing regulations shall prevail in all cases.

PART 2 - SPECIFICATION

2.1. Wood Pole Specifications and Dimensions

A. Standards

1. Poles shall meet the requirements of the American National Standard 05.1.2022, or latest revision, except as amended by these specifications.
2. All poles shall be an ANSI approved Southern Pine species.

B. Framing

1. No gains or holes are required on any poles furnished by this specification.
2. All knots shall be neatly trimmed close with the surface of the pole.

2.2. Wood Pole Treatment

A. Preservative

1. All poles shall be treated with CCA (chromated copper arsenate) treatment with proprietary emulsified oil treatment, ET®.

B. Treatment

1. Treatment shall meet the latest AWPA Standards (latest edition) for this preservative.
2. Final retention for CCA preservative shall not be less than 0.60 pounds per cubic foot of wood by assay.
3. Every pole shall be tested for penetration.
4. Air seasoning is prohibited. Pole conditioning for CCA treated poles shall be kiln dried prior to treatment.

C. Additive (ET®) Retention

1. The retention of Wolman® ET® will be in accordance with the "Wolman® ET® Additive Manual of Recommended Practice." The required retention is 1.0 lb. per cubic foot in the 0.0 inch to 0.5 inch assay zone. This assay will be based on 20 samples taken from individual poles within a cylinder charge. The samples shall be taken with a 9/16 inch spade bit and a minimum of 30 grams of wet shavings (approximately 15 grams of dry shavings) for analysis.

2.3. Inspection

A. Standards

1. All poles shall be inspected in accordance with AWPA standard M2, latest revision.

B. Procedures

1. A.W. Williams Inspection Co. acts as an independent inspector for VMEU. All Poles shall be inspected at the timber treating plant by their representative before treatment.
2. Each accepted pole must bear in the top the "AWW" monogram and the Inspector's number, indicating acceptance before it is placed in the cylinder for treatment.
3. After treatment, each pole shall be tested by the A.W. Williams Co. for penetration and retention. Accepted poles shall bear the Inspectors stamp at the butt of the pole.
4. The purchaser reserves the right to make a final inspection prior to acceptance at the point of destination.
5. Inspection of poles shall in no way relieve the supplier of its responsibility for the furnishing of material in accordance with this specification.
6. The cost of the inspection performed by A. W. Williams Co. shall be included in the vendor’s price of the poles purchased by VMEU. Inspection costs shall be paid by the vendor.

PART 3 - EXECUTION

3.1. Delivery

A. Loading of Poles

1. Poles shall not be loaded unless each pole bears a clear imprint of the two marks indicating acceptance by the Inspector before and after treatment.
2. Any poles NOT marked per section 2.3.B, 2 and 2.3.B, 3 above will be subject to being rejected and returned to manufacturer for credit.
3. Truck loading shall be in accordance with the best accepted practice for securing and protecting poles in transit.

B. Shipping and Receiving

1. All poles shall be shipped f.o.b. VMEU yard, freight prepaid and allowed, and

delivered to the City of Vineland Municipal Electric Utility storage yard located at 415 N. West Ave. (Peach St. & West Ave.), Vineland, NJ, 08360.

2. The supplier shall be responsible for unloading and placing poles on Utility storage racks.

3. The supplier shall give VMEU at least a 24-hour notice prior to delivery. Contact shall be made to Mr. Ary Salazar, Senior Storekeeper at 856-794-4000 Ext 4811. This notice is required to ensure that space is made available to facilitate the receipt of poles, to minimize unloading times, and to allow VMEU to reorganize its pole inventory for efficient pole utilization. In the absence of such notice, the supplier shall be held responsible for the added expense caused by the supplier's failure to provide such notice.

4. Delivery trucks shall arrive at the Utility storage yard between 8:00 AM and 3:00 PM, Monday thru Friday, with Utility holidays excluded.

5. VMEU will generally order poles in truckload quantities. However, longer poles lengths may be ordered in less than the maximum truckload quantity. All shipping costs shall be included in bid prices.

3.2. Pricing

A. All prices shall remain firm for the duration of the Initial year of the contract.

B. Unlimited price escalation for the second (option) year will be deemed as unacceptable.

C. Pricing terms and delivery for the second (option) year shall be clearly stated. A quoted firm price escalator or multiplier shall be acceptable. Using phases for Option year pricing such as “will review at end of initial year” will be viewed in one of two ways:

1. The pricing for the second year is to remain firm. (OR)

2. There is no Option year being offered.

3.3. Proposals

A. Delivery

1. The Bidder shall indicate the time, in weeks, that VMEU should expect receipt of poles upon receipt of a purchase order for poles covered under this specification.

2. All delivery costs shall be included in bid prices.

B. Miscellaneous

1. The Bidder shall indicate the name and location of the manufacturing/treatment plant for the poles to be provided under this specification.

2. Proposals shall be made on the forms included herewith, the date of the proposal, amount of bid, deliver time or time of completion and other information called for being clearly and legibly written in ink or typewritten and the proposal signed by an authorized representative of the Bidder.

3. Bidder shall define the quoted delivery period as the number of days, including holidays and weekends, between the Contractor’s receipt of purchase order release or verbal confirmation, and actual receipt of the shipment at the VMEU

warehouse.

3.4. Contracts

A. Purchase Order Contract and Releases

1. The City of Vineland shall require the execution of a purchase order contract covering the specified period.
2. The execution of said contract is not authorization for shipment of any quantity of poles.
3. VMEU shall authorize the supply and delivery of poles by the issuance of a supplemental purchase order release.
4. This Purchase Order Number shall be referenced on all relevant documents such as invoices, inspection reports, bills of lading, etc.

B. Contract Period

1. Initial Contract Period: Providing the quoted contract pricing is maintained as stated herein, the contract shall be for a period of one year starting on the date of award by Vineland City Council.
2. Renewal: The contract shall not automatically renew in its entirety for an additional year commencing on the expiration of the Initial Contract Period. Both parties must agree in writing, 90 days prior to the end of the first year's contract, to be contractually obligated to the second (option) year.

3.5. Evaluation of Bids

A. The evaluation of bids shall be based on total costs to provide the total "evaluation" quantity of poles described in Section 3.7.

3.6. Exception to Bids

A. Bidder shall state with the bid proposal that he has complied with this specification. If any exceptions are taken with any part of these specifications, they shall be explicitly tabulated and referenced and entitled "Exceptions to Bid Specifications."

B. Printed Terms and Conditions: *The inclusion of the manufacturer's standard terms and conditions will be viewed as **an exception** to the bid specifications. In other words, unless the Bidder takes explicit exception to a specific term or condition of the Bid specification, the Bid specification shall prevail. If "wholesale" or "blanket" exceptions are taken, for example, "proposal is contingent upon acceptance of the enclosed manufacturers standard terms and conditions," the bid is subject to being rejected without further consideration. If any exception to the bid specification is taken, alternate language or a remedy must be proposed. If such remedy is deemed to meet the intent of the bid specifications, and does not place any other Bidder at a disadvantage (alternately, does not give the Bidder taking the exception an advantage), it will be accepted; otherwise, the bid will be rejected.*

3.7. Estimated Quantities

A. 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.

B. The following table is to show the minimum and maximum anticipated quantity of poles per contract year. Also indicated is the "evaluation" quantity of each pole used in the evaluation of bids.

Item	Size / Class	Minimum Order Quantity	Evaluation Quantity (for evaluation purposes only)	Maximum Order Quantity
624-035	35/4	0	75	100
624-040C	40/3	0	110	125
624-040B	40/1	0	75	200
624-045A	45/2	0	50	200
624-045B	45/1	0	50	100
624-050B	50/1	0	35	50
624-055B	55/1	0	1	20
624-060	60/1	0	1	20
624-065	65/1	0	1	20
624-070	70/1	0	1	40
624-075	75/1	0	1	20
624-080	80/1	0	1	20

C. The table below shows the quantities of each size and class of southern pine pole which VMEU has ordered from 2012 through 2025.

Item	Size / Class	2025	2024	2023	2022	2021	2020	2019	2018	2017	2016	2015	2014	2013	2012
624-035	35/4	68	34	34	0	39	41	42	40	36	36	32	20	35	33
624-040A	40/2	0	0	0	0	0	0	54	23	50	75	50	74	103	130
624-040B	40/1	20	20	0	27	40	1	41	0	22	0	22	42	0	0
624-040C	40/3	67	46	25	15	56	100	0	0	0	0	0	0	0	0
624-045A	45/2	0	37	0	0	20	20	21	0	39	21	21	30	21	20
624-045B	45/1	51	36	0	15	18	0	0	54	18	0	18	36	0	0
624-050B	50/1	9	14	0	15	15	30	0	0	0	15	0	0	7	6
624-055B	55/1	0	0	0	13	0	0	0	0	0	0	0	0	0	0
624-060	60/1	0	0	0	0	0	0	0	0	0	0	0	0	0	0
624-065	65/1	0	0	0	0	0	1	0	0	0	0	0	0	1	0
624-070	70/1	0	0	0	0	0	0	0	0	0	0	0	0	0	0
624-075	75/1	0	0	0	0	0	5	0	0	0	0	0	0	2	2
624-080	80/1	0	0	0	0	0	1	0	0	0	0	0	0	0	0
624-085	85/1	0	0	0	0	0	1	0	0	0	0	0	0	1	0

D. Description of poles to be provided:

Item	Evaluation Quantity (pcs)	Description
624-035	75	35 ft., Class 4, pressure treated Southern pine poles.
624-040B	75	40 ft., Class 1, pressure treated Southern pine poles.
624-040C	110	40 ft., Class 3, pressure treated Southern pine poles.
624-045A	50	45 ft., Class 2, pressure treated Southern pine poles.
624-045B	50	45 ft., Class 1, pressure treated Southern pine poles.
624-050B	35	50 ft., Class 1, pressure treated Southern pine poles.
624-055B	1	55 ft., Class 1, pressure treated Southern pine poles.
624-060	1	60 ft., Class 1, pressure treated Southern pine poles.
624-065	1	65 ft., Class 1, pressure treated Southern pine poles.
624-070	1	70 ft., Class 1, pressure treated Southern pine poles.
624-075	1	75 ft., Class 1, pressure treated Southern pine poles.
624-080	1	80 ft., Class 1, pressure treated Southern pine poles.
624-085	1	85 ft., Class 1, pressure treated Southern pine

PART 4 -ATTACHMENTS

4.1. List of Attachments

Sequence	Document Name
1	Proposal Form(s)

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

PLEASE PRINT (LEGIBLY) OR TYPE

COMPANY_____

ADDRESS_____

_____

TELEPHONE_____

WITNESS_____

BY_____
(Signature)

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

_____

_____
(Name-please print or type)

_____
(Title)

_____
(Contact Person Who Prepared Proposal)

DATE_____

_____
(Telephone Number)

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

_____
(Federal I.D. Number)

_____
(Fax Number)

_____
(Email address)

Proposal
For Southern Pine Poles

To the Purchasing Board 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 open-end contract awarded, to furnish the following for a period of one year, with option for an additional year:

ITEM	EVALUATION QUANTITY	DESCRIPTION	X	UNIT PRICE	=	TOTAL
624-035	75 pcs.	35 ft., Class 4, pressure treated CCA/ET pine poles.		$_____		$_____
624-040B	75 pcs.	40 ft., Class 1, pressure treated CCA/ET pine poles.		$_____		$_____
624-040C	110 pcs.	40 ft., Class 3, pressure treated CCA/ET pine poles.		$_____		$_____
624-045A	50 pcs.	45 ft., Class 2, pressure treated CCA/ET pine poles.		$_____		$_____
624-045B	50 pcs.	45 ft., Class 1, pressure treated CCA/ET pine poles.		$_____		$_____
624-050B	35 pcs.	50 ft., Class 1, pressure treated CCA/ET pine poles.		$_____		$_____
624-055B	1 pc.	55 ft., Class 1, pressure treated CCA/ET pine poles.		$_____		$_____
624-060	1 pc.	60 ft., Class 1, pressure treated CCA/ET pine poles.		$_____		$_____
624-065	1 pc.	65 ft., Class 1, pressure treated CCA/ET pine poles.		$_____		$_____
624-070	1 pc.	70 ft., Class 1, pressure treated CCA/ET pine poles.		$_____		$_____
624-075	1 pc.	75 ft., Class 1, pressure treated CCA/ET pine poles.		$_____		$_____

624-080	1 pc.	80 ft., Class 1, pressure treated CCA/ET pine poles.	$_____	$_____
624-085	1 pc.	85 ft., Class 1, pressure treated CCA/ET pine poles.	$_____	$_____

Total $_____

Total Bid Price: _____

Option Year Pricing: _____

Company: _____

Manufacturing/Treatment Plant and Location: _____

Delivery Period After Receipt of Each Order: _____

BID CHECKLIST

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

SOUTHERN PINE POLES
COV BID # 2026-39

August 25, 2026

	REQUIRED WITH BID	INITIAL & SUBMIT
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.

Required as Conditioned	Item	Read, Initialed Shall Submit
_____	**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)**	_____
____X____	**New Jersey Business Registration Certificate** **(Due prior to contract award)**	_____
____X____	**Certificate(s) of Insurance as specified In the Bid Document** **(Due with executed contract)**	_____
____X____	**Disclosure of Investment Activities in Iran** **(Due at Bid Opening)**	_____
____X____	**Prohibited Russia-Belarus Activities** **(Due at Bid Opening)**	_____

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

Review Required	Item	Read & Initialed
____X____	**Americans with Disabilities Act Language**	_____
____X____	**General Instructions**	_____
____X____	**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

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[i]") 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

[i] 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).