



Cumberland County Purchasing Office

796 East Commerce Street • Room 111 • Bridgeton, New Jersey 08302

DAVID A. MULFORD, JR., QPA, RPPD, CCPO
Director of Purchasing

Office: (856) 453-2132
Fax: (856) 451-0967

MEMORANDUM

To: All Municipal/City Administrators/Clerks
All School Board Administrators/Board Secretaries
All Authority/Board Executive Directors

From: David A. Mulford, Jr., QPA
County of Cumberland
Director of Purchasing

Date: March 1, 2010

Re: Cooperative Contract for Providing Plumbing Repair Services

On February 3, 2010, the County of Cumberland, solicited bids for Providing As-Needed Plumbing Repair Services for itself and for the Cumberland County Cooperative Contract Purchasing System, Identifier Number 181-CCCCPS, as authorized by N.J.S.A. 40 A:11-11(6) and regulated by N.J.A.C. 5:34-7.1.

This legislation permits government entities within the geographic boundaries of Cumberland County to utilize any contract made by the County provided that the successful bidder to the County is awarded a contract and has elected to extend their prices, and the terms and conditions of the County contract, to those government entities.

On February 25, 2010, the Cumberland County Board of Chosen Freeholders adopted a resolution (copy attached) to award an open-ended contract to Bernal Mechanical Contractors, Incorporated, 2569 North Delsea Drive, Vineland, New Jersey, 08360, to provide those services to the County. Additionally, Bernal Mechanical Contractors elected to extend their prices to government entities within the geographic boundaries of the County; the Board declared them winning bidder for those government entities.

You may therefore, on a strictly voluntary basis, enter into a contract with Bernal Mechanical Contractors for Providing As-Needed Plumbing Repair Services. All terms

and conditions of the contract awarded by the County, including hourly service rates and the contractor's mark-up over actual materials/parts costs (see attached), would apply to any contract made with Bernal Mechanical Contractors. These rates are fixed for the term of the contract.

The contract starts March 1, 2010, and terminates February 28, 2012.

Entities desiring to enter into a voluntary contract for the provision of these services should contact Greg Bernardini at Bernal Mechanical Contractors, Incorporated, 2569 North Delsea Drive, Vineland, New Jersey, 08360, at (856) 692-8048.

Please contact me at (856) 453-2130 to obtain copies of the fees, terms and conditions of the contract or if you have any questions regarding this contract.

Thank you.

cc:

All Freeholders
Ken Mecouch, County Administrator
Carol Sanza (Bid/Contract File # 10-03)

OFFICIAL BID SHEET

**BID SHEET FOR PROVIDING PLUMBING
REPAIR SERVICES FOR THE COUNTY OF
CUMBERLAND AND THE CUMBERLAND COUNTY
COOPERATIVE CONTRACT PURCHASING SYSTEM
IDENTIFIER # 181-CCCCPS**

BID # 10-03

BID OPENING: WEDNESDAY, FEBRUARY 3, 2010

PREVAILING TIME: 1:00 PM

Director of Purchasing, County of Cumberland: The undersigned hereby offers to contract with the County of Cumberland for Providing Plumbing Repair Services for the County of Cumberland and the Cumberland County Cooperative Contract Purchasing System, Identifier Number 181-CCCCPS, according to the specifications dated January 15, 2010, and scheduled to be received and opened at 1:00 PM on Wednesday, February 3, 2010.

This bid is being solicited on behalf of the Cumberland County Cooperative Contract Purchasing System, Identifier Number 181-CCCCPS, as authorized by N.J.S.A. 40 A:11-11(6) and regulated by N.J.A.C. 5:34-7.1, that permits government entities within the geographic boundaries of a County, and at the discretion of the County, to utilize any contract made by the County, provided that the successful bidder to the County is awarded a contract and has elected to extend their prices to those government entities.

The decision to award the County contract for this bid will not be affected by a bidder's decision to extend, or not to extend, their prices to the government entities within the County.

Bidders are hereby instructed to check below Yes or No:

Yes No . Are you willing to provide the item(s) herein bid upon to local government entities within the County of Cumberland, without substitution or deviation from specifications, features, quality, price, or availability, as herein set forth? It is understood that orders will be placed subject to the overall terms and conditions of

the contract to be awarded by the County of Cumberland, and that no other charges, including but not limited to, additional service or delivery charges, will be allowed except as permitted by the terms and conditions specified herein. It is further understood that the decision to extend, or not to extend bid prices, will not adversely effect consideration of this bid with respect to the needs of the County of Cumberland and the consequent award of contract.

Failure by the bidder to indicate above whether or not they will extend their bid prices to local government entities shall be taken to mean that bid prices will not be extended.

<u>ITEM</u>	<u>ESTIMATED ANNUAL HOURS</u>	<u>ITEM COST</u>	<u>EXTENDED ANNUAL COST</u>
A. Hourly Rate For Journeyman Personnel Normal Business Hour Repairs	0 - 150	\$ <u>98.00</u> Per Hour	\$ <u>14,700.00</u> (A)
B. Hourly Rate For Apprentice Personnel Normal Business Hour Repairs	0 - 50	\$ <u>53.00</u> Per Hour	\$ <u>2,650.00</u> (B)
C. Hourly Rate For Journeyman Personnel Non-Normal Business Hour Repairs	0 - 30	\$ <u>137.00</u> Per Hour	\$ <u>4,110.00</u> (C)
D. Hourly Rate For Apprentice Personnel Non-Normal Business Hour Repairs	0 - 10	\$ <u>79.50</u> Per Hour	\$ <u>795.00</u> (D)
E. Mark-Up or Discount for Materials and Parts****			
H. Mark-up: <u>10</u> % x \$10,000.00 = \$ <u>1,000.00</u> - \$10,000.00		=	\$ <u>11,000.00</u> (E)
<u>OR</u>			
H. Discount: <u>0</u> % x \$10,000.00 = \$ <u>0</u> - \$10,000.00		=	\$ <u>0</u> (E)

TOTAL LUMP SUM BID (A+B+C+D+E) = \$ 33,250.00

33,250.00

**** Bidders shall place a circle around "Mark-up" if they will be charging over their actual costs for parts and materials OR they shall place "Discount" if they will be deducting a discount from their actual costs materials. Bidders shall then indicate the percent (%) amount of the mark

actual costs for parts and materials OR they shall indicate the percent (%) amount of the discount from their actual costs for parts and materials. Bidders shall then multiply the percent (%) markup times the \$10,000.00 parts and materials estimate to equal the amount of the mark-up OR they shall multiply the percent (%) discount times the \$10,000.00 parts and materials estimate to equal the amount of the discount. Bidders shall then add the amount of the mark-up to \$10,000.00 parts and materials estimate to equal the total amount the County may expect to expend for this contract OR they shall deduct the amount of the discount from the \$10,000.00 parts and materials estimate to equal the total amount the County may expect to expend for this contract.

For example, a bidder indicating a mark-up of ten percent (10%) shall multiply \$10,000.00 times their ten percent (10%) mark-up to equal \$1,000.00; the bidder shall then add the \$1,000.00 mark-up amount to the \$10,000.00 parts and materials estimate to equal \$11,000.00; the bidder shall then enter that amount into the appropriate area on the Official Bid Sheet. A bidder indicating a discount of ten percent (10%) shall multiply \$10,000.00 times their ten percent (10%) discount to equal \$1,000.00; the bidder shall then deduct the \$1,000.00 discount amount from the \$10,000.00 parts and materials estimate to equal \$9,000.00; the bidder shall then enter that amount into the appropriate area on the Official Bid Sheet.

Bidders shall provide either the mark-up OR discount information requested above in the manner described above and shall indicate that information in the format established in the Official Bid Sheet. Failure by the bidder to provide this information in the manner and format described herein shall be cause for their bid to be rejected as non-responsive. Bidders having any questions regarding the correct method for providing this information on the Official Bid Sheet shall contact David A. Mulford, Jr., Director of Purchasing, at (856) 453-2130.

Bidders are hereby strongly cautioned against changing, altering or modifying the format of the Official Bid Sheet. All requested information shall be provided in the format established therein. Bidders who change, alter or modify the Official Bid Sheet may have their bid rejected as non-responsive.

Do you have any exceptions to the specifications? Yes ___ No x . If yes, attach a sheet of paper to the front of your bid submission listing any and all exceptions.

Have you included with your bid submission all of the required items identified in the Bid Checklist on Page 4? Yes x No ____ . If no, your bid shall be rejected as non-responsive.

Have you indicated if you are you willing to provide the item(s) herein bid upon to local government entities within the County of Cumberland, without substitution or deviation from specifications, features, quality, price, or availability, as herein set forth for the Cumberland County Cooperative Contract Purchasing System, Identifier Number 181-CCCCPS? Yes x No ____ .

STATEMENT OF AUTHORITY

BID SUBMITTED FOR:

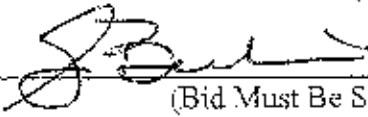
COMPANY: Bernal Mechanical Contractors, Inc.

ADDRESS: 2569 N Delsea Drive

Vineland, NJ 08360

BID SUBMITTED BY: Greg Bernardini

(Please Print)

SIGNATURE: 

(Bid Must Be Signed To Be Valid)

TITLE: Vice President DATE: 1/27/10

TELEPHONE: 856-692-8048 FACSIMILE: 856-691-6762

TAXPAYER IDENTIFICATION NUMBER: 21-0694360

By submitting and signing this bid, we certify that we are familiar with all conditions and requirements of this bid.

Christmas Day

It shall be the responsibility of the contractor to insure that the correct repair service rate is being charged to the County.

No work to be performed as part of this contract shall be undertaken without approval by the County Maintenance Supervisor or his designee.

57. TECHNICAL SPECIFICATIONS

A. Scope

The County of Cumberland, acting as Lead Agency on behalf of itself and for the Cumberland County Cooperative Contract Purchasing System, Identifier Number 181-CCCCPS, is interested in entering into a contract with a qualified vendor who is able to Provide Plumbing Repair Services for the County of Cumberland is additionally interested in declaring the winning bidder for the Cumberland County Cooperative Contract Purchasing System, Identifier Number 181-CCCCPS.

Vendors shall provide a fixed, per-hour maintenance service rate, for both journeyman and apprentice personnel, for any services required during normal business hours of the County of Cumberland, excluding weekends and holidays. Vendors shall provide a fixed, per hour maintenance service rate, for both journeyman and apprentice personnel, for any services required that are outside of the normal business hours of the County of Cumberland, including week-ends and holidays. Vendors shall also provide a percent (%) markup over their actual cost or a percent (%) discount from their actual costs for any materials and parts used in the performance of the contract.

The County estimates, for the purposes of this specification, the total, annual amount of service hours required during normal County business hours to be as follows:

- A. Journeyman – Zero (0) - One-hundred and fifty (150) hours
- B. Apprentice – Zero (0) - Fifty (50) hours

The County estimates, for purposes of this specification, the total, annual amount of service hours required outside of normal County business hours to be as follows:

- C. Journeyman – Zero (0) - Thirty (30) hours
- D. Apprentice – Zero (0) - Ten (10) hours

The County estimates, for purposes of this specification, the total, annual amount of materials and parts that it would purchase at vendor's actual cost to be zero dollars zero cents (\$0.00) to ten thousand dollars zero cents (\$10,000.00).

These estimates are provided as informational only and the County shall not be obligated to purchase any minimum or maximum number of service hours and/or materials and parts as herein described. This shall be an open ended contract and the contractor shall be paid for the number of hours and materials/parts actually provided.

The contractor shall be asked to provide materials, parts, or other items required in the performance of the contract, and the bidders shall indicate on the Official Bid Document the percent (%) markup over, or the percent (%) discount from, their verifiable, actual cost for such materials, parts, or items. Upon request from the County, the contractor shall, within two (2) business days, produce an original invoice indicating actual vendor cost for any item in question so that County representatives may determine that the percent (%) markup or discount listed in the Bid Document is being applied. Failure to produce the appropriate original invoices within the aforementioned time period, and/or failure to apply the percent (%) markup or discount listed in the Bid Document, and/or application of an inaccurate percent (%) markup or discount as listed in the Bid Document, may be cause for the County to cancel this contract.

Bidders are hereby advised that the County will not accept a percent (%) markup over, or discount from, any published price lists, including but not limited to, published manufacturers list prices, published manufacturers discount prices, etc. The County will only accept a percent (%) markup over, or discount from, the contractor's actual cost of materials and parts. Bidders indicating that their markup or discount is for anything other than their actual costs for parts and materials shall have their bids rejected as non-responsive.

The County reserves the right to purchase and provide any materials, parts, or other items required in the performance of the services described herein, if the price is lower than that offered by the contractor, from New Jersey State Contract vendors, or from any source that it deems prudent and effective.

The contractor shall be responsible for obtaining any permits which may be required for certain plumbing projects. The contractor shall then submit any such permits to the County Maintenance Supervisor and the County shall be responsible for payment.

The contractor shall comply with all Federal, State, County, and Municipal, laws, codes, and regulations.

The contractor shall be paid for verifiable journeyman and apprentice hours involved in the performance of any normal business hours services and/or non-normal business hours services as described herein; and for any materials, parts, or items provided under the terms described herein; and shall not seek, and shall not be reimbursed for any other fee, including, but

not limited to, trip fees, mileage fees, fuel surcharges, tolls, overtime rates, etc.

B. Description of Services

The contractor shall be required to perform the plumbing repair services described herein, when requested by the County Maintenance Supervisor or his designee.

The services to be performed shall consist of providing trained, qualified Journeyman and Apprentice plumbing personnel, all tools, equipment, materials, parts, and supplies, necessary to perform the plumbing repair services as described and detailed herein, when requested by the County Maintenance Supervisor or his designee.

The County reserves the right to utilize its own personnel to perform certain plumbing repair services when necessary, and the determination to utilize County personnel for any such services shall be at the sole discretion of the County.

C. Repair Services

The contractor shall, when requested by the County Maintenance Supervisor or his designee, provide unscheduled repair services on a non-emergency (24 hour response) and emergency (4 hour response) basis.

When the contractor is contacted by the County Maintenance Supervisor or his designee to perform unscheduled repair services as described herein, the response time, that is, the time that the telephone call is received at the contractor's business location to the time that the repair person arrives at the requesting department's location, for non-emergency repair services, shall be no more than twenty-four (24) hours.

D. Commencement and Conclusion of Repair Services

When the contractor is contacted by the County Maintenance Supervisor or his designee to perform unscheduled repair services as described herein, the response time, that is, the time that the telephone call is received at the contractor's business location to the time that the repair person arrives at the requesting department's location, for emergency repair services, shall be no more than four (4) hours.

Contractors arriving at any authorized location for the performance of services described herein, shall be required to sign-in upon arrival, and sign-out upon departure, from such location.

Calculation of unscheduled repair services hours shall commence at the time of sign-in, and shall conclude at the time of sign-out, from such location. For example, a vendor signing-in at 8:30 AM Monday, and, upon completing their

services, signing-out at 11:30 AM that same Monday, shall be entitled to, and compensated for, three (3) hours of labor at the hourly rate that they have indicated in their bid.

All normal County business hour repair services requested as per this contract, shall not commence before, nor extend beyond, the normal County business hours as described herein. If such repair services are commenced during normal County business hours but will not be completed by 4:30 PM, then that service call shall be concluded at 4:30 PM, and commenced at 7:30 AM on the next normal County business day, unless the normal County business hour repair rate as stated in the Official Bid Document will be charged for those hours that extend beyond normal County closing time, and such services rendered past that closing time are approved by the County Maintenance Supervisor or his designee.

If the repair services described in this section are commenced during normal County business hours but will extend beyond the 4:30 PM normal closing time, and the non-normal County business repair service rate, stated in the Official Bid Document is to be charged for those hours extending beyond normal closing time, then no such service shall be performed past that time without the approval of the County Maintenance Supervisor or his designee.

The contractor shall provide sufficient qualified personnel to perform the services as described herein and shall, prior to commencement of any work described herein, notify the County Maintenance Supervisor or his designee, as to the number and classification of their personnel required to perform the services that may be requested. If there is a disagreement between the County Maintenance Supervisor or his designee and the contractor as to the number and classification of workers required to perform the services herein described, the decision of the County Maintenance Supervisor or their designee shall be final.

E. Parts Inventory

Service vehicles, whether contractor or employee-owned, or other, used in the performance of this contract, shall at all times stock an inventory of parts, supplies, and materials, commonly used for plumbing and heating repair services as described herein.

F. Qualifications

Bidders must include with their bid submission a copy of their valid, current State of New Jersey Master Plumbers License and the contractor agrees to maintain such license throughout the term of the contract. Failure to include with your bid submission a copy of your valid, current State of New Jersey Master Plumbers License shall cause your bid to be rejected.

The bidder shall supply in his bid a list of their personnel as of the bid opening date stating their experience in providing plumbing and heating repair services, and the length in terms of years of that experience. The bidder must have sufficient qualified personnel as determined by the County of Cumberland to provide the services described herein.

G. Warranty of Repairs

All repair services provided by the contractor and described herein shall be warranted against recurrence of the original problem for ninety (90) calendar days from the date of completion. Within that ninety (90) day warranty period it shall be the responsibility of the contractor to correct, at no charge to the County, any problem which was recorded in the original work order, and was the condition, or part of the condition, that prompted the original request for service. If, during the ninety (90) day warranty period, any such problem develops or recurs, and it can be demonstrated by the contractor that the problem was not addressed in the original work order, or that the recurrence of the problem is due to legitimate wear and tear, or that the recurrence is due to a part(s) failure unrelated to the original problem, then the County shall reimburse the contractor at the contracted hourly wage to correct the problem. All parts required for services described herein which are provided by the contractor shall be warranted for one (1) year from the date of installation, and any labor charges which may be necessary to replace any part supplied and installed by the contractor shall be the responsibility of the contractor.

H. Contract Management

This contract shall be managed and enforced by the Cumberland County Maintenance Department. Questions and communications regarding this contract, once awarded, shall be directed as follows:

Cumberland County Maintenance Department/Buildings and Grounds
Richard Lupson, County Maintenance Supervisor
Telephone (856) 453-2103
Facsimile: (856) 451-9019

I. Payment

A purchase order will be issued from the Cumberland County Purchasing Department for each order. No other order shall be accepted. With each purchase order a voucher will be submitted for a Claimant Signature. The vendor will sign the voucher and return to the Cumberland County Maintenance Department.

J. Bid Sheet Information

Bidders are instructed to indicate on the Official Bid Sheet their fixed, per-hour charge for Normal Business Hours Repair Services for both Journeyman (A) and

Apprentice (B) personnel, and to multiply those charges by the upper range estimated annual hours (150 hours for Journeyman and 50 hours for Apprentice) to extend that charge for the annual cost.

Bidders are instructed to indicate on the Official Bid Sheet their fixed, per-hour charge for Non-normal Business Hours Repair Services for both Journeyman (C) and Apprentice (D) personnel, and to multiply those charges by the upper range estimated annual hours (30 hours for Journeyman and 10 hours for Apprentice) to extend that charge for the annual cost.

Item E on the Official Bid Sheet: Bidders shall place a circle around "Mark-up" if they will be charging a markup over their actual costs for parts and materials **OR** they shall place a circle around "Discount" if they will be deducting a discount from their actual costs for parts and materials. Bidders shall then indicate the percent (%) amount of the mark-up over their actual costs for parts and materials **OR** they shall indicate the percent (%) amount of the discount from their actual costs for parts and materials. Bidders shall then multiply the percent (%) markup times the \$10,000.00 parts and materials estimate to equal the amount of the mark-up **OR** they shall multiply the percent (%) discount times the \$10,000.00 parts and materials estimate to equal the amount of the discount. Bidders shall then add the amount of the mark-up to \$10,000.00 parts and materials estimate to equal the total amount the County may expect to expend for this contract **OR** they shall deduct the amount of the discount from the \$10,000.00 parts and materials estimate to equal the total amount the County may expect to expend for this contract.

For example, a bidder indicating a mark-up of ten percent (10%) shall multiply \$10,000.00 times their ten percent (10%) mark-up to equal \$1,000.00; the bidder shall then add the \$1,000.00 mark-up amount to the \$10,000.00 parts and materials estimate to equal \$11,000.00; the bidder shall then enter that amount into the appropriate area on the Official Bid Sheet. A bidder indicating a discount of ten percent (10%) shall multiply \$10,000.00 times their ten percent (10%) discount to equal \$1,000.00; the bidder shall then deduct the \$1,000.00 discount amount from the \$10,000.00 parts and materials estimate to equal \$9,000.00; the bidder shall then enter that amount into the appropriate area on the Official Bid Sheet.

Bidders shall provide either the mark-up **OR** discount information requested above in the manner described above and shall indicate that information in the format established in the Official Bid Sheet. Failure by the bidder to provide this information in the manner and format described herein shall be cause for their bid to be rejected as non-responsive. Bidders having any questions regarding the correct method for providing this information on the Official Bid Sheet shall contact David A. Mulford, Jr., Director of Purchasing, at (856) 453-2130.

Bidders shall then add their extended annual cost that they have bid herein for normal business hours journeyman repair rates (A), to their extended annual cost

that they have bid herein for normal business hours apprentice repair rates (B), to their extended annual cost that they have bid herein for non-normal business hours journeyman repair rates (C), to their extended annual cost that they have bid herein for non-normal business hours apprentice repair rates (D), to their extended annual cost for parts (E), to equal their Total Lump Sum Bid (A-B+C+D+E).

Bidders are hereby advised that the County will not accept a percent (%) markup over, or discount from, any published price lists, including but not limited to, published manufacturers list prices, published manufacturers discount prices, etc. The County will only accept a percent (%) markup over, or discount from, the contractor's actual cost of materials and parts. Bidders indicating that their markup or discount is for anything other than their actual costs for parts and materials shall have their bids rejected as non-responsive.

Bidders are hereby strongly cautioned against changing, altering or modifying the format of the Official Bid Sheet. All requested information shall be provided in the format established therein. Bidders who change, alter or modify the Official Bid Sheet may have their bid rejected as non-responsive.

K. Contract Award

The County shall award a single, open ended contract to the vendor offering the lowest total cost for the services as per this specification. The bidder's response to the questions included in this Bid Specification must be acceptable to the County.

Bidders must have sufficient, qualified Journeyman and Apprentice personnel, employed at the time of this bid opening date to provide the services at the response times described and detailed in this Request for Bid. Bids submitted which do not meet the staffing requirements as determined by the County of Cumberland to be sufficient to perform the requirements of this contract will be rejected.

The County reserves the right to reject any and all bids as allowable by law. The County reserves the right to investigate the bidder's ability and to satisfy itself that the bidder will be able to fulfill the requirements of these specifications and any future service requirements.

L. Cancellation

Vendors are hereby notified that any contract awarded as a result of this Request for Bid may be voided, by the County, without recourse, with thirty (30) calendar day written notification, return receipt, to the contractor, if services provided under this contract are not complete and satisfactorily performed. The Cumberland County Maintenance Supervisor and the Cumberland County Purchasing Agent shall be the sole judges as to what constitutes complete and/or satisfactory/unsatisfactory performance.

M. Safety

The contractor shall be responsible for maintaining and supervising all safety precautions and programs in connection with this work.

All materials and services provided by the contractor in the performance of the contract must meet applicable State, Local and Federal Codes, Standards, and Regulations.

The contractor shall take all reasonable precautions for the safety of, and shall provide all reasonable protection to prevent damage, injury, or loss to:

- a. all employees on the work site and all other persons who may be affected;
- b. all work and all materials and equipment to be incorporated therein, whether in storage on or off the site, under the care, custody, control of the contractor or any of his sub-contractors;
- c. other property at the site.

The contractor shall provide all notices and comply with all applicable laws, ordinances, rules, regulations, and lawful orders of any public authority bearing on the safety of persons or property or their protection from damage, injury, or loss.

The contractor, in the performance of this project, shall be responsible for providing any notice that may be required, to operators of systems under the direction of the Board of Public Utilities. The contractor shall accordingly take any and all precautions required to insure that all regulations concerning construction in an area where utility lines are located are followed. The contractor shall be responsible for all costs, including but not limited to, associated with their failure to provide any notice to the utilities operators that may be required, for any costs associated with their failure follow appropriate safety precautions, and for any costs associated with restoration of such services.

The contractor shall erect and maintain, as required by existing conditions and progress of the work, all reasonable safeguards for safety and protection, including posting danger signs and other warnings against hazards, and promulgating safety regulations.

The contractor shall at all times during the performance of this project, unless otherwise authorized, maintain public accessibility within the project site.

All damage, injury, or loss to any property caused directly or indirectly, in whole or in part, by the contractor, any sub-contractor, or anyone directly or indirectly employed by any of them, will be the responsibility of the contractor.

N. Project Site Cleanup

During the performance of this project, the contractor shall, at all times, keep the project sites and premises free from accumulation of waste materials or rubbish caused by his operations. At the completion of the work phase the contractor shall remove all of his waste materials, rubbish, tools, equipment, machinery, and surplus materials.

If the contractor fails to clean up the project site premises at the completion of the work, the County shall arrange to have the premises cleaned up and shall charge the contractor for such clean up.

If any of the work, as per this specification, is to be completed by a sub-contractor brought on the job by the contractor, and a dispute arises concerning the clean up responsibilities of the sub-contractor, it shall be the contractor's responsibility, financially and otherwise, to ensure that proper site clean up is followed.

O. Alternate Dispute Resolution

Disputes arising under this construction contract, i.e. a contract involving construction, or related thereto concerning architecture, engineering, or construction management, shall be submitted to a process of resolution pursuant to alternative dispute resolution practices, in this case mediation. The County of Cumberland shall designate the person to act as mediator. This shall be done prior to being submitted to a court for adjudication. Nothing shall prevent the contracting unit from seeking injunctive or declaratory relief in court at any time. The alternate dispute resolution process shall not apply to disputes concerning the bid solicitation or award process, or to the formation of contracts or subcontracts to be entered into pursuant to N.J.S.A. 40A 11-1 et seq.

P. Contractor Responsibility

The contractor shall be held to have carefully examined the conditions that may be encountered in complete execution of all work.

The contractor shall be held to have examined these specifications and all other data or instructions pertaining to this work.

No consideration or allowance will be granted the contractor for failure to visit the site or for any alleged misunderstanding regarding materials to be furnished or work to be done.

It shall be understood that by submitting a bid proposal, the bidder/contractor shall be bound by the terms and conditions required herein.

The contractor shall comply with all Federal, State and Municipal Laws and Ordinances, prepare all documents, give all notices, obtain all permits necessary

for the work, pay all costs and fees for permits and inspections and obtain all certificates and approval as may be required for the work described herein.

All work and materials shall be in full accordance with the regulations of all entities having jurisdiction.

The contractor shall immediately inform the County of any work materials which violate any of the above laws and regulations and any work done by the contractor causing such violations shall be corrected by this contractor at his own expense.

Workers to be employed in the performance of this contract must possess the qualifications, training, licenses and permits as may be required to complete this work.

The contractor and/or all subcontractors are required to forward within ten (10) calendar days after completion of each pay period, a certified copy of their payroll to the Cumberland County Purchasing Department, 790 East Commerce Street, Bridgeton, NJ, 08302. The payroll shall list the name and address of the general contractor and/or subcontractor, the name of the project and the date of the pay period.

Q. Lock Out/Tag Out – Confined Spaces

The contractor shall be required to comply with all lock out/tag out procedures and/or confined space procedures as may be required for this project.

R. Federal Deficit Reduction Act of 2005

The County of Cumberland, for the Cumberland Manor Nursing Home, has established written guidelines to satisfy the requirements of Section 6032 of the Federal Deficit Reduction Act of 2005 by identifying Federal and State laws relating to liability for false claims and statements, protections against reprisal or retaliation for those who report wrongdoing and policies and procedures to detect and prevent occurrences for potential fraud, waste and abuse.

All parties (including their agents, employees and assigns) who contract with the County of Cumberland for the provision of goods or services for the Cumberland Manor Nursing Home must comply with this policy and procedure. Please distribute a copy of this written Policy and Procedure Circular to your employees and managers.

See Attachment A for the Policy and Procedure Circular.

S. Questions

Questions concerning this bid invitation shall be directed in writing to the Cumberland County Purchasing Department; (856) 451-0967, facsimile.

T. Cumberland County Cooperative Contract Purchasing System

Bidders are hereby reminded that this bid is being solicited on behalf of the Cumberland County Cooperative Contract Purchasing System, Identifier Number 181-CCCCPS, as authorized by N.J.S.A. 40 A:11-11(6) and regulated by N.J.A.C. 5:34-7.1, that permits government entities within the geographic boundaries of a County, and at the discretion of the County, to utilize any contract made by the County, provided that the successful bidder to the County is awarded a contract and has elected to extend their prices to those government entities.

Bidders are hereby reminded that the decision to award the County contract for this bid will not be affected by a bidder's decision to extend, or not to extend, their prices to the government entities within the County.

Bidders are hereby reminded to check Yes or No on the Official Bid Sheet regarding whether they are willing to provide the item(s) herein bid upon to local government entities within the County of Cumberland, without substitution or deviation from specifications, features, quality, price, or availability, as herein set forth. Bidders are reminded that it shall be understood that orders will be placed subject to the overall terms and conditions of the contract to be awarded by the County of Cumberland, and that no other charges, including but not limited to, additional service or delivery charges, will be allowed except as permitted by the terms and conditions specified herein. Bidders are additionally reminded that it shall be understood that the decision to extend, or not to extend bid prices, will not adversely effect consideration of this bid with respect to the needs of the County of Cumberland and the consequent award of contract.

Failure by the bidder to indicate on the Official Bid Sheet whether or not they will extend their bid prices to local government entities shall be taken to mean that bid prices will not be extended.