

### **53. TECHNICAL SPECIFICATIONS**

The County's obligation hereunder is contingent upon the availability of appropriated funds which payments for contract purposes can be made. No legal liability on the part of the County for payment of any money shall arise unless and until funds are made available each year.

In the event that the contractor shall fail to comply with any of the conditions herein provided and as covered by the contract, the County Engineer shall notify the contractor of such failure or default and demand that the same be remedied within five (5) business days. In the event of the failure of the contractor to remedy the same within said period, the County shall take steps to terminate the contract. In this event the County will authorize the service to be performed by any available means, the difference between the actual cost paid and the bid of the defaulting contractor to be deducted from any monies due.

During the period of contract, no change is permitted in any way of its conditions and specifications unless the contractor receives written approval in the form of an amendment and/or change order issued by the Director of Purchasing.

The contractor shall comply with any and all federal, state or local laws, now in effect or hereafter promulgated, which apply to the performance of the services described herein.

By submitting a bid, the bidder covenants and agrees that he has satisfied himself, from his own investigation of the conditions to be met, that he fully understands his obligations and that he will not make any claim for, or have right to cancellation or relief without penalty of the contract because of any misunderstanding or lack of information.

The County is hereby soliciting bids from qualified firms for Providing and Delivering Various Traffic Signal Equipment and Sign Materials for the Cumberland County Engineer's Office.

The equipment and materials shall be ordered as needed by the County Engineer. The estimates provided herein are solely for the purposes of this bid. The County does not guarantee to purchase any minimum or maximum amount of equipment and materials. The contractor shall be paid for the quantity of equipment and materials actually provided.

### **54. MATERIAL REQUIREMENTS**

No substitutions shall be accepted for those items so indicated in the Official Bid Sheet. The successful bidder (contractor) shall provide the items exactly as described therein without any substitution or deviation.

All sign materials must meet the requirements of the 2007 NJDOT Standard Specifications for Road and Bridge Construction Section 911.

Latex paint must meet the requirements of the 2007 NJDOT Standard Specifications for Road and Bridge Construction Section 912.04.01.

All signal equipment and parts must have a current NJDOT EE number, and meet the requirements of the 2007 NJDOT Standard Specifications for Road and Bridge Construction Section 918.

The 2007 NJDOT Standard Specifications for Road and Bridge Construction is available for review in the County Engineer's Office located at 800 East Commerce Street, Bridgeton, New Jersey, Monday through Friday, 8:30 AM to 4:00 PM.

**55. CERTIFICATION OF COMPLIANCE**

The contractor must submit at the time of delivery the manufacturer's Certificate of Compliance certifying that the products being delivered meet all the requirements in this specification referred to in the 2007 NJDOT Standard Specifications for Road and Bridge Construction Section 106.07.

**56. DELIVERY**

All normal stock items shall be delivered within ten (10) business days after receipt of order.

All non-normal stock items shall be delivered within thirty (30) business days after receipt of order.

The contractor shall contact Jim Neher at (856) 453-2120 or (856) 297-3012 (cell) to schedule delivery.

All items shall be delivered to:

Cumberland County Traffic Safety Building  
800 East Commerce Street  
Bridgeton, New Jersey 08302

**57. CONTRACTOR PAYMENT/CONTRACT ENFORCEMENT**

Detailed invoices shall be submitted to:

Cumberland County Engineer's Office  
800 East Commerce Street  
Bridgeton, New Jersey 08302  
Attention: Dan Orr, County Engineer

This contract, once awarded, shall be managed and enforced by the Cumberland County Engineer's Office and all communications regarding this contract shall be directed as follows:

Cumberland County Engineer's Office  
800 East Commerce Street  
Bridgeton, New Jersey 08302  
Dan Orr, County Engineer  
Telephone: (856) 453-2192

**58. SAFETY**

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

The contractor shall be required to provide their personnel with all personal safety/protection equipment that may be required by any agency having jurisdiction, while their personnel is involved in the performance of this contract.

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(s).

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.

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.

**59. CONTRACTOR RESPONSIBILITIES**

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.

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

**60. OFFICIAL BID SHEET INFORMATION**

Bidders shall indicate their total, all-inclusive lump-sum unit price for each item listed in the Official Bid Sheet. Bidders shall then multiply those unit prices times the upper range quantity for each item to equal the extended amount for those items. Bidders shall then add all the extended amounts to equal the total bid amount for each section.

**61. CONTRACT AWARD**

The County reserves the right to award the contract(s) based on the bid amount for individual items, the bid amount for individual categories or the total bid amount for all categories, whichever method of award is most advantageous to the County.

**62. QUESTIONS**

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

**63. 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.