

TECHNICAL SPECIFICATIONS

SUPPLYING AND DELIVERING SNOW FENCING FOR THE CUMBERLAND COUNTY PUBLIC WORKS DEPARTMENT

1. INTENT

The intent and purpose of this specification is to adequately describe the requirements for Supplying and Delivering Snow Fencing for the Cumberland County Public Works Department and the Cumberland County Cooperative Contract Purchasing System, Identifier Number 181-CCCCPS and to list all requirements necessary for entering into a contract, and for being declared winning bidder, for providing the services described herein or as mutually agreed upon.

The conditions and requirements are intended to be open and non-restrictive for the purpose of obtaining adequate participation of interested vendors, uniformity in the submission of bids, and selection of the most responsible vendor.

The County shall award a single contract for the provision of these services.

This shall be an open-ended contract. The estimates provided herein are solely provided for the purposes of this bid. The County shall not be obligated to purchase any minimum or maximum amount of snow fencing or fence posts. The contractor shall only be compensated for the quantity of fencing and posts actually provided.

2. BRAND NAME

If and wherever in the proposal a brand name, make, name of any manufacturer, or trade name is mentioned, it is for the purpose of establishing a grade or quality of merchandise only.

The County of Cumberland does not wish to rule out other competition and equal brands or makes, and therefore, the phrase "or equivalent" is added.

If merchandise other than that specified is bid, it is the bidder's responsibility to name such within his bid and to provide information to the County that may show said items are equivalent to that specified. Bidder shall list all deviations from specifications in detail on items bid. The County shall be the sole judge concerning the merits of the bid submitted.

3. ORAL INSTRUCTIONS

The County shall not be responsible in any way for oral answers unconfirmed in writing to any inquiries regarding the intent or meaning of these specifications.

4. PAYMENT

Payment for the delivery of snow fencing and fence posts will be made within seven days following the next regular monthly meeting of the Board of Chosen Freeholders subsequent to said delivery and inspection and acceptance by the County. The invoice and completed County Voucher are to be presented to:

Cumberland County Public Works Department
800 East Commerce Street
Bridgeton, New Jersey 08302
Attn: Carole Bjorklund

5. DELIVERY LOCATIONS/INSTRUCTIONS

Cumberland County Public Works Garage
800 East Commerce Street
Bridgeton, New Jersey 08302

All deliveries shall be coordinated by contacting John Dawson at (856) 453-2198 at least forty eight (48) hours prior to the proposed delivery date.

Initial delivery of the approximate quantities listed in the Official Bid Sheet (18,000 linear feet of snow fencing and 2,300 fence posts) shall be made within sixty (60) calendar days after receipt of order.

There shall be no minimum quantity for deliveries after the initial delivery; the County shall however make every reasonable attempt to aggregate quantities for such deliveries.

Deliveries must be made between the hours of 8:00 a.m. and 3:00 p.m., on any County business day. No deliveries will be accepted after 3:00 p.m. unless so arranged by the County.

If deliveries are not received within sixty (60) calendar days after receipt of order, the County may secure the ordered items from the nearest available source, and the difference in price, if any, will be deducted from monies due the defaulting contractor.

All deliveries are to be FOB, Destination Prepaid.

6. CONTRACT PERIOD

The contract period for this contract shall be from September 1, 2010 to August 31, 2011. The contract shall be contingent upon the appropriation of the necessary funds in the temporary and/or permanent 2010 and 2011 budgets.

7. BID DOCUMENT INFORMATION/CONTRACT AWARD

Bidders shall indicate on the Official Bid Sheet their total all-inclusive per-linear foot unit price for providing and delivering snow fencing; bidders shall then multiply that per-linear foot unit price times the upper range number of the approximate quantity to equal their extended price for providing and delivering the snow fencing.

Bidders shall indicate on the Official Bid Sheet their total all-inclusive unit price for providing and delivering fence posts; bidders shall then multiply that unit price times the upper range number of the approximate quantity to equal their extended price for providing and delivering the fence posts.

Bidders shall then add their extended prices for providing and delivering snow fencing and fence posts to equal their total all-inclusive lump-sum bid.

Bidders shall also indicate if the rolls of fencing will be provided in 50' lengths, 100' lengths or in either length chosen by the County.

The unit prices bid herein shall remain firm for the contract period.

The County shall award a single contract for the provision of these services.

8. RESERVATIONS

The County reserves the right to reject any and all bids received for this project and to waive any minor informalities as allowable by law.

9. ESTIMATED QUANTITIES

The quantities provided herein are estimates provided solely for the purposes of this bid. The County shall not be obligated to purchase any minimum or maximum amount of materials. The contractor shall only be paid for the amount of materials actually provided.

10. CANCELLATION

Non-performance of the contractor in terms of compliance with specifications shall be a basis for termination of the contract by the County. Cancellation by the County may be made immediately upon written notice to the contractor.

The contractor may be given a reasonable opportunity before termination to correct any deficiencies. This, however, shall in no way be construed as negating the basis for termination for nonperformance. The County may deduct from any money due the vendor if the contractor fails to perform their obligations under this contract. The County reserves the right to pursue any and all other remedies if the contractor defaults on it so obligations under this contract.

11. COMPLIANCE WITH APPLICABLE LAWS AND REGULATIONS

Contractor covenants and agrees that he and his agents and employees will comply with all federal, state and local laws, regulations and ordinances, applicable to the business to be conducted under this contract, and that he shall obtain all necessary permits, pay all license fees and taxes to comply therewith.

12. RESERVATIONS

The County of Cumberland 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 these specifications and any future service requirements.

13. EXAMINATION OF DOCUMENTS

Each bidder is under an affirmative duty to inform itself by personal examination of the specifications and the proposed work and by such other means as it may select, of the character, quality and extent of work to be performed and the conditions under which the contract is to be executed.

Each bidder shall examine the specifications and all other data or instructions pertaining to the work required for this contract. No pleas of ignorance of conditions that exist, or of difficulties or conditions that may be encountered or of any other matter concerning the work to be performed in the execution of the work will be accepted by the County of Cumberland as an excuse for any failure or omission on the part of the bidder to fulfill every detail of all the requirements of the documents governing the work. Bidder, if awarded contract, will not be allowed any extra compensation by reason of any matter or thing concerning which such bidder might have fully informed themselves prior to bidding.

14. TERMINATION

Either party may terminate this agreement at any time by providing thirty (30) calendar days written notice, sent by certified mail with return receipt, to the other party, indicating its intention to terminate the agreement.

15. 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.

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

16. QUESTIONS

Questions concerning this bid invitation shall be directed in writing to the Cumberland County Director of Purchasing via facsimile at (856) 451-0967.

17. 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.

18. **TECHNICAL SPECIFICATIONS SNOW FENCING/POSTS**

A. Snow Fencing

Snow fencing shall consist of wood slats woven together with five (5) two (2) wire stands of galvanized wire.

Slats shall be made of No.1 aspen or spruce measuring 3/8” thick, 1-1/2” wide and 48” tall; permissible variation in width shall not exceed 1/16” and shall not exceed 1/4” in length; thickness shall be a minimum of 3/8” but shall not exceed 9/16”; both ends shall be cut square; the slats shall be painted with a good quality red oxide stain.

The base metal of the wire strands shall be of a good quality commercial grade steel; the galvanized wire shall not be less than thirteen (13) steel wire gauge; the weight of the coating shall not be less 3/10 ounce per square foot of uncoated wire surface determined in accordance with AASCO Designation T65 Class I Weight of Coating on Zinc-Coated (Galvanized) Iron on Steel Articles; the zinc coating shall adhere to the wire without flaking, without being removable by rubbing with bare fingers and/or when the wire is bent completely around a pin of the same diameter as that of the wire.

The slats shall be spaced 2-1/4” apart plus or minus 1/4”; there shall not be less than two (2) 360 degree twists of the wire in the weave between the slats; the wire shall be tightly woven so that it is sufficiently forced into the wood slats to tightly secure them; the strands of wire shall be spaced 10” apart and 4” from the ends of the slat; the fence shall be stretched after weaving before being placed in rolls.

Bidders shall include with their bid submission a brochure/cut-sheet/documentation for the snow fencing they are bidding that addresses the technical specifications listed and described above. Failure to include this information in your bid submission shall cause your bid to be rejected as non-responsive.

B. Fence Posts

Fence posts shall be made of hot-rolled rail steel and formed into a “T” approximately 1-7/16” x 1-5/16” x 1/8” x 6’ long; weight of the post section without anchor shall be 1.25 pounds per foot; area of anchor plates 23 square inches; the post shall be painted green or shall be galvanized.

Bidders shall include with their bid submission a brochure/cut-sheet/documentation for the fence posts they are bidding that addresses the technical specifications listed and described above. Failure to include this information in your bid submission shall cause your bid to be rejected as non-responsive.