

# Request for Proposal 07-X-37695 T-0408

## For: FURNITURE, OFFICE & LOUNGE NON-MODULAR, & FILES

Event	Date	Time
<b>Bidder's Electronic Question Due Date</b> (Refer to <a href="#">RFP Section 1.3.1</a> for more information.)	08/18/06	5:00 PM
<b>Mandatory Pre-bid Conference</b> (Refer to <a href="#">RFP Section 1.3.3</a> for important details about the new electronic bid option.)	08/18/06	10:00 AM
<b>Mandatory Site Visit</b> (Refer to <a href="#">not applicable</a> for more information.)	N/A	N/A
<b>Bid Submission Due Date</b> (Refer to <a href="#">RFP Section 1.3.2</a> for more information.)	09/22/06	2:00 PM

Dates are subject to change. All changes will be reflected in Addenda to the RFP posted on the Division of Purchase and Property website.

<b>Small Business Set-Aside</b> (Refer to <a href="#">RFP Section 4.4.2.2</a> for more information.)	<b>Status</b> <input checked="" type="checkbox"/> Not Applicable <input type="checkbox"/> Entire Contract <input type="checkbox"/> Partial Contract <input type="checkbox"/> Subcontracting Only	<b>Category</b> <input type="checkbox"/> I <input type="checkbox"/> II <input type="checkbox"/> III
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RFP Issued By

State of New Jersey  
 Department of the Treasury  
 Division of Purchase and Property  
 Trenton, New Jersey 08625-0230

Using Agencies

State of New Jersey  
 Cooperative Purchasing Members

Date: 08/02/06

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## **1.0 INFORMATION FOR BIDDERS**

### **1.1 PURPOSE AND INTENT**

This Request for Proposal (RFP) is issued by the Purchase Bureau, Division of Purchase and Property, Department of the Treasury on behalf of various State Agencies.

The purpose of this RFP is to enter into term contracts with qualified bidders for the purchase of non-modular office furniture and files for Using Agencies and cooperative purchasing partners.

The intent of this RFP is to award contracts to those responsible bidders whose bid proposals, conforming to this RFP are most advantageous to the State, price and other factors considered. However, the State reserves the right to separately procure individual requirements that are the subject of the contract during the contract term, when deemed by the Director to be in the State's best interest.

Contracts shall be issued for those brands that have been listed as acceptably justified standardized brand lines. This contract will cover the anticipated needs of the Using Agencies for their furniture needs in the area of office and lounge furniture.

It is the intention of the Purchase Bureau to make one (1) Statewide award for each brand of furniture listed in this RFP and the criteria as listed within.

This contract is to be used for a reprourement of brands that have been previously purchased by the Using Agencies and cooperative purchasing partners and certified as standardized by the Purchase Bureau.

The NJ Standard Terms & Conditions version 05 09 06 will apply to all contracts or purchase agreements made with the State of New Jersey. These terms are in addition to the terms and conditions set forth in this RFP and should be read in conjunction with them unless the RFP specifically indicates otherwise.

The State intends to extend the contracts awarded to the Purchase Bureau's cooperative purchasing partners. These partners include quasi-state agencies, counties, municipalities, school districts, volunteer fire departments, first aid squads, independent institutions of higher learning, County colleges and State colleges. Although the State, with the assent of the vendors, is making the use of any contract resulting from this RFP available to non-State Agencies, the State makes no representation as to the acceptability of any State RFP terms and conditions under the Local Public Contracts Law or any other enabling statute or regulation.

### **1.2 BACKGROUND**

#### **1.2.1 REPROCUREMENT**

This is a reprourement of the Furniture, Office & Lounge, Non-Modular, and Files, Freestanding, Lateral & Vertical term contracts, presently due to expire on August 31, 2006. Vendors who are interested in the current contract specifications and pricing information are encouraged to visit the Purchase Bureau's website on the world wide web. The applicable "T" reference numbers for this lookup are T524L, T524V and T0408. The exact WWW address is: <http://www.state.nj.us/treasury/purchase/contracts.htm>

### 1.2.2 ESTIMATED AMOUNT OF CONTRACT

For bidding purposes, it is estimated that the total dollar amount of contracts for Using Agencies entered into as a result of contracts resulting from this RFP, shall be \$6,000,000.00 annually for New Jersey Using Agencies. The total estimated amount for three (3) years is \$18,000,000.00.

This contract is often used by local entities within the Cooperative Purchasing Program established under N.J.A.C. 17:12-1A.3. Consequently, the dollar value of the total amount of anticipated procurements to be made as a result of this RFP, is likely to far exceed the estimates indicated above. The Purchase Bureau expects bidders to enter bids with discounts appropriate to the actual value of the contract.

### 1.2.3 STANDARDIZED BRAND LINES

This is a three (3) year term contract for furniture, office and lounge, non-modular & files which is used by various Using Agencies and cooperative purchasing partners for the purpose of purchasing replacement furniture, for the supplementation of same-brand furniture that is currently in place and for the purchase of furniture for new projects, provided that the total list cost is under the contract cap of \$350,000.00. **ONLY THE BRANDS OF FURNITURE LISTED IN SECTION 3.2 OF THIS RFP ARE PERMITTED TO BE SOLD UNDER THE TERMS OF THIS RFP.** Contracts shall be issued for those brands that have been listed as acceptably justified standardized brand lines.

### 1.2.4 IMPORTANT NOTICE

The following is a change in contract standards that was brought by the safety concerns of the State for all of the users of this contract and is to be recognized and understood by contract users and contractors:

All upholstered furniture sold under this contract that is intended for use in buildings that have functioning fire-preventive sprinkler systems must, at a minimum, be certified as meeting the Standards demanded by California Technical Bulletin 117 (CAL 117). In addition, any upholstered furniture not certified, at a minimum, as meeting the standards of CAL 117 will not be permitted in any situation to be sold under the terms of this contract.

All upholstered furniture sold under this contract that is intended for use in buildings that do not have fully functioning fire-preventive sprinkler systems must be certified as meeting the Standards of California Technical Bulletin 133 (CAL 133). Any purchase of upholstered furniture that has not been certified as meeting the CAL 133, Standards for use in non-sprinklered buildings will be considered a violation of the contract terms and conditions and may subject the contractor to disciplinary procedures including but not limited to loss of contract.

It is within the discretion of individual Using Agencies to purchase and use CAL 133 certified furniture in buildings that have functioning sprinkler systems.

Under no circumstances may furniture that has been certified as only passing the less stringent requirements of CAL 117 be purchased for use in a non-sprinklered building. **ALL FURNITURE FOR USE IN NON-SPRINKLERED BUILDINGS MUST BE CAL 133 CERTIFIED.**

If a brand does not offer CAL 133 certified furniture as part of its standard preprinted price list, the contractor is prohibited from selling that brand for use in any building that does not have a fully functioning fire-preventive sprinkler system.

Both contractors and users are to be aware of the responsibilities and obligations of the preceding paragraphs.

### 1.3 KEY EVENTS

#### 1.3.1 ELECTRONIC QUESTION AND ANSWER PERIOD

The Purchase Bureau will accept questions and inquiries from all potential bidders electronically via web form. To submit a question, please go to Current Bid Opportunities webpage or to <http://ebid.nj.gov/QA.aspx>

Questions should be directly tied to the RFP and asked in consecutive order, from beginning to end, following the organization of the RFP. Each question should begin by referencing the RFP page number and section number to which it relates.

Bidders are not to contact the State directly, in person, by telephone or by email, concerning this RFP.

The cut-off date for electronic questions and inquiries relating to this RFP is indicated on the cover sheet. Addenda to this RFP, if any, will be posted on the Purchase Bureau website after the cut-off date (see Section 1.4.1. of this RFP for further information.)

#### 1.3.2 SUBMISSION OF BID PROPOSAL

In order to be considered for award, the bid proposal must be received by the Purchase Bureau of the Division of Purchase and Property at the appropriate location by the required time. **ANY BID PROPOSAL NOT RECEIVED ON TIME AT THE LOCATION INDICATED BELOW WILL BE REJECTED. THE DATE AND TIME IS INDICATED ON THE COVER SHEET. THE LOCATION IS AS FOLLOWS:**

**BID RECEIVING ROOM - 9TH FLOOR  
PURCHASE BUREAU  
DIVISION OF PURCHASE AND PROPERTY  
DEPARTMENT OF THE TREASURY  
33 WEST STATE STREET, P.O. BOX 230  
TRENTON, NJ 08625-0230**

**Directions to the Purchase Bureau can be found at the following web address:**

<http://www.state.nj.us/treasury/purchase/directions.shtml>

**Note: Bidders using USPS Regular or Express mail services should allow additional time since USPS mail deliveries are not delivered directly to the Purchase Bureau.**

#### 1.3.3 MANDATORY PRE-BID CONFERENCE

The date and time of the Mandatory Pre-Bid Conference is indicated on the cover sheet. The location of the Mandatory Pre-Bid Conference will be as follows:

New Jersey State Museum  
205 West State Street  
Trenton, NJ 08625-0530

Directions to the New Jersey State Museum and parking information can be found at the website listed below:

<http://www.state.nj.us/state/museum/>



Bid proposals will be automatically rejected from any bidder that was not represented or failed to properly register at the Mandatory Pre-Bid Conference.

The purpose of the Mandatory Pre-Bid Conference is to provide a structured and formal opportunity for the State to accept questions from vendors regarding this RFP.

#### 1.4 ADDITIONAL INFORMATION

##### 1.4.1 ADDENDA: REVISIONS TO THIS RFP

In the event that it becomes necessary to clarify or revise this RFP, such clarification or revision will be by addendum. Any addendum to this RFP will become part of this RFP and part of any contract awarded as a result of this RFP.

**ALL RFP ADDENDA WILL BE ISSUED ON THE DIVISION OF PURCHASE AND PROPERTY WEB SITE. TO ACCESS ADDENDA, SELECT THE BID NUMBER ON THE BIDDING OPPORTUNITIES WEB PAGE AT THE FOLLOWING ADDRESS:**

**[HTTP://WWW.STATE.NJ.US/TREASURY/PURCHASE/BID/SUMMARY/BID.SHTML.](http://www.state.nj.us/treasury/purchase/bid/summary/bid.shtml)**

**There are no designated dates for release of addenda. Therefore interested bidders should check the Purchase Bureau "Bidding Opportunities" website on a daily basis from time of RFP issuance through bid opening.**

**It is the sole responsibility of the bidder to be knowledgeable of all addenda related to this procurement.**

##### 1.4.2 BIDDER RESPONSIBILITY

The bidder assumes sole responsibility for the complete effort required in submitting a bid proposal in response to this RFP. No special consideration will be given after bid proposals are opened because of a bidder's failure to be knowledgeable as to all of the requirements of this RFP.

##### 1.4.3 COST LIABILITY

The State assumes no responsibility and bears no liability for costs incurred by a bidder in the preparation and submittal of a bid proposal in response to this RFP.

##### 1.4.4 CONTENTS OF BID PROPOSAL

Subsequent to bid opening, all information submitted by bidders in response to the bid solicitation is considered public information, except as may be exempted from public disclosure by the Open Public Records Act, N.J.S.A. 47:1A-1 et seq., and the common law. A bidder may designate specific information as not subject to disclosure when the bidder has a good faith legal/factual basis for such assertion. The State reserves the right to make the determination and will advise the bidder accordingly. The location in the bid proposal of any such designation should be clearly stated in a cover letter. **The State will not honor any attempt by a bidder either to designate its entire bid proposal as proprietary and/or to claim copyright protection for its entire proposal.**

All bid proposals, with the exception of information determined by the State or the Court to be proprietary, are available for public inspection.

Interested parties can make an appointment with the Purchase Bureau to inspect bid proposals received in response to this RFP.

#### 1.4.5 PRICE ALTERATION

Bid prices must be typed or written in ink. Any price change (including "white-outs") must be initialed. Failure to initial price changes shall preclude a contract award from being made to the bidder.

#### 1.4.6 JOINT VENTURE

If a joint venture is submitting a bid proposal, the agreement between the parties relating to such joint venture should be submitted with the joint venture's bid proposal. Authorized signatories from each party comprising the joint venture must sign the bid proposal. A separate Ownership Disclosure Form, Disclosure of Investigations and Actions Involving Bidder, Affirmative Action Employee Information Report, MacBride Principles Certification, and Business Registration or Interim Registration must be supplied for each party to a joint venture.

#### 1.5 PRICE LIST AND/OR CATALOG PRICING

The bidder's signature guarantees that prices set forth within the manufacturer's preprinted price lists and/or catalogs will govern for the period of the contract as specified herein. The bidder also acknowledges that, notwithstanding any reference to price escalation clauses, FOB shipping point, and shipping charges contained in the preprinted price lists, catalogs, and/or literature, such references will not be part of any State contract awarded as a result of this RFP.

## 2.0 DEFINITIONS

### 2.1 GENERAL DEFINITIONS

The following definitions will be part of any contract awarded or order placed as result of this RFP.

**Addendum** - Written clarification or revision to this RFP issued by the Purchase Bureau.

**Amendment** - A change in the scope of work to be performed by the contractor after contract award. An amendment is not effective until signed by the Director, Division of Purchase and Property or his/her designee.

**Bidder** – A vendor submitting a bid proposal in response to this RFP.

**Contract** - This RFP, any addendum to this RFP, the bidder's bid proposal submitted in response to this RFP and the Division's Notice of Acceptance.

**Contractor** - The contractor is the bidder awarded a contract.

**Director** - Director, Division of Purchase and Property, Department of the Treasury. By statutory authority, the Director is the chief contracting officer for the State of New Jersey.

**Division** - The Division of Purchase and Property.

**Joint Venture** – A business undertaking by two or more entities to share risk and responsibility for a specific project.

**May** - Denotes that which is permissible, but not mandatory.

**Request for Proposal (RFP)** - This document, which establishes the bidding and contract requirements and solicits bid proposals to meet the purchase needs of the State as identified herein.

**Shall or Must** - Denotes that which is a mandatory requirement.

**Should** - Denotes that which is recommended, but not mandatory.

**State** - State of New Jersey

**Using Agencies** - The entity for which the Division has issued this RFP.

### 2.2 CONTRACT SPECIFIC DEFINITIONS

**CAL 117** - California Technical Bulletin 117 - sets standards for the testing and certification of upholstered furniture that is intended for use in buildings with fully functioning fire-preventive sprinkler systems.

**CAL 133** - California Technical Bulletin 133 - sets standards for the testing and certification of upholstered furniture that is intended for use in buildings that do not have a fully functioning fire-preventive sprinkler system.

**E-Commerce** - An internet based electronic service that allows orders to be placed electronically. It also may include payments to be accomplished in various methods.

**Ergonomic** – Used in this document to describe a task chair that is characterized by the multiple comfort adjustments it provides. These adjustments serve to minimize the adverse effects on the body from sitting for long periods of time.

**Platform Delivery** - Delivery to a loading dock or receiving area of a building.

**Servicing Dealers** - Companies that have been designated as authorized representatives of manufacturers to provide service within the State of New Jersey. Servicing dealers are responsible for providing information and assistance relating to the items provided by the manufacturer on this contract, as well as delivery and installation.

**Spotted Delivery** - A delivery made to a specific area within a building, as designated by the State. It shall include any or all of the following: supply, FOB destination delivery, uncrating, spotting assembly, installation, making ready for use, and removal of debris.

**Standardization** - Relates to instances when, in the Director's business judgment, it is advantageous to purchase materials, supplies, or equipment consistent and compatible in design, fit, style, composition or manufacture with materials, supplies, or equipment currently in use, or to purchase services identical or approximate to those previously purchased, notwithstanding that materials, supplies, equipment, or services at variance with those previously purchased can be used without negatively impacting the performance of those previously purchased.

**Subcontractor** - A subcontractor is an individual or firm who has a direct contract with the State's contractor to perform any of the work at the site.

**Task Chair** - A chair designed for people whose jobs consist of one main task. For purposes of this RFP, the task is using a computer display terminal in an office environment.

### **3.0 COMMODITY DESCRIPTION/SCOPE OF WORK**

#### **3.1 CATEGORIES OF OFFICE AND LOUNGE FURNITURE**

This RFP includes only office and lounge furniture, filing cabinets and related components as defined in this RFP. All other freestanding furniture and seating will be procured under separate contracts (see Section 3.1.2).

Furniture considered for award shall be defined as the group of items consisting of the following which includes compatible componentry for each:

##### **CATEGORY A – CASEGOODS**

This category includes executive wood office furniture, metal and laminate office furniture, desks (including reception area desks) and credenzas, laminate and wood bookcases and wood files.

##### **CATEGORY B – TABLES**

This category includes laminate and wood conference tables and accessories, multi-purpose tables (non-folding), occasional tables, coffee tables and workroom tables.

##### **CATEGORY C – FILES / STORAGE**

This section includes conference and training storage units, plan storage units, metal storage units, map storage units, lateral and vertical filing cabinets.

##### **CATEGORY D – SEATING**

This section includes all executive & professional seating, lounge & waiting room seating, office seating (including task, ergonomic task and multi-shift seating), multi-purpose seating, conference or training chairs, side chairs, stack chairs, training room and wood seating, single and multiple seating units, sofas and loveseats.

#### **3.1.1 ITEM REQUIREMENTS**

Each manufacturer's brand line does not have to include all of the above listed items. However, lines must be complete, traditional office and lounge furniture and/or files.

#### **3.1.2 EXCLUDED ITEMS**

Library furniture, systems furniture, hospital furniture, computer and electronic support furniture, folding furniture, classroom furniture, wardrobes and lockers, as well as any furniture currently offered on another NJ State contract, will not be part of any contracts resulting from this RFP.

### 3.2 ELIGIBLE BRANDS

The following brand-lines of furniture, office and lounge, non-modular are eligible for award under this RFP:

1st Source/United Chair	La Casse/Avenue
Adelphia Steel	La Z Boy
Allsteel	Liberty Contract Furniture
American Seating	Miller Desk Inc.
Apex Mfg. Co.	National Office Furniture
Artopex Plus Inc.	Office Master
Cannon Chair	Omni Furniture
Design Line	Paoli Inc.
Falcon	Sauder Manufacturing Co.
Fixtures	Star Quality Office Furniture
Global	Stylex
Harter	Superior Seating
Haworth	Thonet
Herman Miller	Versteel
Hon	Viking
Kimball	Workstream
Knoll	
Krueger International (KI)	

The list of brands above represents only those that had been standardized on the previously awarded contract that have had a minimum of sales to State agencies, in excess of \$50,000.00 for the entire contract period. Previously standardized brands not meeting this sales requirement, have been eliminated from the list. The procedure below must be followed by any bidder wishing to standardize a brand not listed.

Any bidder that wishes to add a brand to the list of standardized brands must submit copies of invoices for sales of the requested brand(s) to State Agencies, Quasi-State Agencies, Cooperative Purchasing Members, or political subdivisions. Submittal of such invoices must contain a complete description of the item(s) purchased, and include dollar amounts for each item, quantity purchased and the total amount. The total of all invoices submitted shall be no less than \$50,000.00. Invoices shall be submitted no later than **8/16/06** to:

Constance Rosina  
 NJ State Purchasing  
 PO Box 230  
 Trenton, NJ 08620

The Purchase Bureau will not accept supplements to the original submission. The submission should be labeled as "Brand Standardization Request". Submittals meeting the aforementioned criteria will be added to the list of brands that are eligible for award through an addendum to this RFP.

### 3.3 CODES AND STANDARDS

Reference to specifications, standards, test methods and other documents shall be to the versions in effect on the bid opening date. Copies of the referenced documents may be obtained from the issuing organizations at the addresses shown. The following publications form a part of this specification to the extent specified herein:

3.3.1 All upholstered furniture must, at a minimum, be certified under the standards of California Technical Bulletin 117 (CAL 117) for all fully sprinklered buildings. Furthermore, contract users must have available the option to purchase upholstered furniture that meets the more stringent standards of California Technical Bulletin 133 (CAL 133) for non-sprinklered buildings.

3.3.2 Contractor's designs and furniture placement must comply with all established code requirements.

3.3.3 All furniture, filing cabinets and related components shall meet or exceed all appropriate established codes and standards, as applicable, regarding durability, performance, and life safety. They shall comply, as a minimum, with Section 1.9 of the RFP Standard Terms and Conditions, and the relevant standards below, including any updates thereof:

BOCA Latest Edition, the basic building code, as incorporated in the New Jersey UCC, Uniform Construction Code.

ASTM-E-Latest Edition for surface burning characteristics.

Underwriter's Laboratory (UL) approval for all electrical components.

NEMA-Class-LD3 - high pressure directive laminates.

AWI (American Woodworking Institute Standards - Section 400)

Occupational Safety and Health Act (OSHA).

New Jersey State Barrier Free Design Regulations revised 1979.

BIFMA F-1 First Generation Voluntary Upholstered Furniture Flammability Standard for Business and Institutional Markets.

ANSI/BIFMA - X5.1 2002 American National Standard for Office Furnishings – General Purpose Office Chairs  
American National Standards Institute  
1430 Broadway, NY, NY 10018

A-A-2235: Chairs, Rotary (Office, Ergonomic, Upholstered)  
ANSI Z34.2, Self-Certification by Producer or Supplier

ANSI/BIFMA - X5.4 American National Standard for Office Furnishings - Lounge Seating Tests

ANSI/BIFMA - X5.5 1998 American National Standard for Office Furnishings Desk Products; Drawers and Pedestals

National Fire Protection Association (NFPA) Life Safety

3.3.4 The State reserves the right to apply the following additional standards to items purchased under this contract.

- a) ANSI-HFS100 2002 - American National Standard for Human Factors Engineering of VDT Workstations
- b) San Francisco VDT Worker Safety Ordinance Article 23, Section 1034, Workstation Standards
- c) PEOSH Guidelines for chairs and tables. The website for PEOSH is:  
<http://www.nj.gov/health/eoh/peoshweb/>

Federal Specifications FNEW-83-269E Performance Test Method for Intensive Use Chairs  
Superintendent of Documents, U.S. Government Printing Office, Washington, DC 20402

ASTM D 3574 – Method of Testing Flexible Cellular Materials: Slab, Bonded and Molded Urethane Foams

ASTM D 3770 – Standard Specification for Flexible Cellular Materials: High-Resistance Polyurethane Foams

ASTM D 4157 – Method of Abrasion Resistance of Textile Fabrics (Oscillatory Cylinder Method)

### **3.3.5 Additional Codes and Standards For Lateral Files**

ANSI/BIFMA X-5.2 1997 Test for Lateral Files

Federal Specifications TT-490C Cleaning Methods and Preparation of Ferrous Surfaces for Organic Coatings, Superintendent of Documents, U.S. Printing Office, Washington, DC 20402

ASTM D-3359 Method for Measuring Adhesion by Tape Test and ASTM D-3363 Test Method for Film Hardness by Pencil Test; American Society for Testing Materials (ASTM), 1916 Race Street, Philadelphia, PA 19103.

### **3.3.6 Additional Codes and Standards For Vertical Files:**

ANSI-BIFMA X-5.3-1997 Test for Vertical Files and ANSI 34.2-87 - Self Certification by Producer or Supplier or any updates thereof

ASTM B-117 - Method of Salt Spray (Fog) Testing

ASTM D-522 - Test Method for Elongation of Attached Organic Coatings With Conical Mandral Apparatus

ASTM D-523 - Test Method for Specular Gloss

ASTM D-2247 - Practice for Testing Water Resistance of Coating in 100% Relative Humidity

ASTM D-2794 - Test Method for Resistance of Organic Coatings on the Effects of Rapid Deformation (Impact)

ASTM D-3359 Method for Measuring Adhesion by Tape Test and ASTM D-3363 Test Method for Film Hardness by Pencil Test; American Society for Testing Materials (ASTM), 1916 Race Street, Philadelphia, PA 19103

ASTM D-4060 - Test Method for Abrasion Resistance of Organic Coatings by Tabor Abrasive

ASTM G-23 - Practice for Operating Light and Water-Exposure Apparatus (Carbon-Arc Type)

Sheet Steel Manual - Iron and Steel Society (ISS),



410 Commonwealth Drive, Warren Cole, PA 19103

Federal Specifications A-A 704D File Cabinets, Vertical, Steel and TT-490C Cleaning Methods and Preparation of Ferrous Surfaces for Organic Coatings; Superintendent of Documents, U.S. Printing Office, Washington, D.C. 20402

### 3.4 SPECIFICATIONS FOR LATERAL FILES

3.4.1 This section covers freestanding metal lateral file cabinets and associated items. In order to be considered for award, the filing cabinets offered must meet the minimum specifications below. All items offered must be standard and continuing items in the manufacturer's product line and shall be identified by regular catalog numbers from the published catalog.

To be considered for award for lateral files, the bidder must submit with its proposal a written statement of compliance from each respective manufacturer listing model(s) for one (1) of each of the four sizes of lateral files listed below. This written statement must certify that the products were tested by a facility at the following website: <http://www.bifma.org/standards/testlabs.html> and meet or exceed all appropriate established codes and standards regarding durability, performance and life safety, and shall comply at a minimum, with ANSI/BIFMA X5.2 Test for Lateral Files. Certification shall contain the file type, and model number(s) certified for each. All file cabinets offered for each product line must be equal in quality to those certified.

Below are the following four types to be certified:

<b>FILE</b>	<b>HEIGHT</b>
2 Drawer	Approximate range 25 1/2" - 30"
3 Drawer	Approximate range 37 1/2" - 41"
4 Drawer	Approximate range 52 1/2" - 54"
5 Drawer	Approximate range 62" - 67"

Width for all - Nominal 36"

Depth for all - filing cabinets shall be of a single depth (approximately 18" to 20").

#### 3.4.2 Material and Workmanship:

The structural design shall be such to ensure a strong and rigid frame and the workmanship shall be first class in all respects. Workmanship shall be of the quality to produce finished cabinets acceptable in appearance, function and serviceability. All files shall be new, unused, and currently standard products which are free from defects or imperfections that might affect appearance or normal life.

All items may be subject to inspection after delivery as to grade and/or quality. If any item is inspected and fails to meet the specifications, the cost of inspection will be charged to the contractor and any deliveries already made will be held for the contractor's disposition or returned to the vendor via collect freight.

Steel: External panels are to be made from commercial quality cold rolled furniture steel and finished in accordance with the requirements outlined in the section entitled "Case Finish Requirements." All internal structural members are to be made from cold rolled steel.

All welded areas are to be smoothly grounded, rounded and polished, having no indentations. Raised welds or flash are acceptable.

### 3.4.3 Case Finish Requirements

All exterior and interior steel surfaces of the file cabinet, except the hardware, shall be cleaned and the surface prepared in accordance with Federal Specifications TT-C490C which describes "The Methods and Preparation of Ferrous Surfaces for Organic Coatings".

All surfaces shall be enameled, liquid enamel or powder coating (OVOC emissions). The finish shall be in accordance with the manufacturer's best commercial practices. The finish shall level out to produce a smooth uniform surface without runs, wrinkles, grit, separation of color, or areas of thin film or no film.

Special attention shall be given to the bottom and interior of the cabinet to insure that all surfaces are adequately protected against rust. The finish shall pass the prescribed test procedures outlined per ASTM D-3359 "Method for Measuring Adhesion by Tape Test" and ASTM D-3363 "Test Method for Film Hardness by Pencil Test".

### 3.4.4 Hardware Finish Requirements

All bolts, nuts, screws, washers, and other fastening devices are to be of the type, style and size normally used commercially in products of this type and are to be corrosion-resistant.

### 3.4.5 Counterweight Kits

Counterweight kits must be available as an option for all lateral files offered.

3.4.6 Caution Label: A label bearing a statement similar to the following should be permanently affixed to the interior surface of a side panel of the top compartment of each cabinet so as to be readily visible to the user when the compartment is open:

EXAMPLE: "Caution: Bottom compartments should be loaded first, in order to minimize possibility of the cabinet tipping over."

### 3.4.6 Cabinet

Frames are to be four-post type and posts are to be punched to accept any combination of roll-out drawers and shelves and/or fixed shelves. The cabinet shall consist of an outer shell of minimum 22 gauge steel top, back and side panels which are welded together and attached to a minimum 20 gauge steel bottom which is a fully-enclosed pan type.

The outer shell is to be reinforced with an inner frame of minimum 19 gauge steel vertical uprights with horizontal supports across the top and bottom in both front and rear cabinet.

There shall be knockout holes and ganging hardware supplied with each cabinet. This will allow multiple cabinets to be bolted together for strength, stability, and exact alignment.

All files shall have four adjustable glides for leveling, stability, and ease of movement. The glides shall prevent the cabinet from touching the floor in order to prevent damage to the cabinet, floor or carpet.

### 3.4.7 Locking Device

Each cabinet shall be provided with an interchangeable "One Key" or equivalent core removable lock. Additional cores keyed alike shall be available. The locking mechanism shall secure all

file drawers simultaneously (gang lock) and shall be so constructed that the drawers left open may be closed and positively locked after the cabinet is locked, without distorting the locking mechanism. Duplicate keys shall be furnished with each lock. No less than 150 different key changes shall be offered. A master key option must be available.

#### 3.4.8 Drawer Construction

A minimum 20 gauge reinforced pull-out posting shelf shall be available for 52" or higher cabinets. A minimum of 22 gauge top and bottom and a minimum of 20 gauge side are required.

Standard height drawers shall be equipped with hanging folder frames, which support both legal and letter size material filed laterally. Minimum 19 gauge steel dividers (3 per tier) shall be provided to support legal and letter size material filed laterally. If needed, the drawer compressor shall be an option for the drawer design at no additional cost. The drawer/shelf shall have means to convert to legal or letter size depth.

All drawers and shelf backs are to be slotted on 2" centers to accept dividers which can be used in letter or legal positions.

The removal of a drawer, loaded or empty, must be easily done.

The standard height shelves shall have roll-out type receding doors and be equipped for filing material the same as the standard height drawers.

The top drawer of five (5) drawer file cabinets shall have lift-up front, three (3) 14 - 16 gauge metal dividers and must be slotted to accept dividers.

#### 3.4.9 Drawer Suspension

Drawers shall have full travel suspensions which extend far enough to allow unobstructed insertion and removal of hanging files and their contents.

The drawers shall operate on heavy/duty, full extension minimum 18 gauge steel slides with nylon or steel ball bearing rollers of Accuride or equal quality.

The suspension system shall include an anti-rebound device to assure total closure of the drawer and rubber bumpers to minimize noise.

The cabinet shall have a steel or plastic safety interlocking system to ensure that only one drawer/shelf may be opened at one time (rope or cable style system is not acceptable).

The cabinet shall have recessed type handles and label holders located on each of the drawer/door fronts. The finish shall be painted steel, polished chrome-plated or steel or die cast zinc alloy.

Hanging frames shall be provided for side-to-side and front-to back filing. Side-to-side frames are to be minimum 14 gauge Z-shape or U-shape side-to-side, supported by the sides of the 12" or 15" height drawer/shelf. Front-to-back frames shall be adjustable to accommodate letter, legal or EDP-width filing.

Bidder should provide a list of standard colors available with its bid proposal. If required, contractors are to be able to match, as close as possible, all paint colors of any existing files or systems furniture on site at the State for orders that total more than 20 units.

### 3.5 SPECIFICATIONS FOR VERTICAL FILES

3.5.1 This section includes freestanding metal vertical file cabinets and associated items.

To be considered for award for vertical files, the files offered must meet the minimum specifications below. In addition, the bidder must submit with its proposal a written statement of compliance from each respective manufacturer listing models (or model series) for one (1) of each of the four sizes of vertical files listed below, certifying that the products were tested by a facility listed at the following website: <http://www.bifma.org/standards/testlabs.html> and meet or exceed all appropriate established codes and standards regarding durability, performance and life safety, and shall comply at a minimum, with ANSI/BIFMA X5.3-1989 test for vertical files or any updates thereof. Certification shall contain the file type, and model number(s) certified for each. All file cabinets offered for each product line must be equal in quality to those certified.

Below are the four types to be certified:

<b>FILE TYPE</b>	<b>HEIGHT</b>
Letter - 5 drawer	Approximate range 60" to 60 1/2"
Letter - 4 drawer	Approximate range 48 3/4" to 52"
Letter - 3 drawer	Approximate range 38 1/4" to 40"
Letter - 2 drawer	Approximate range 26" to 29"

The dimensions are as specified in Section 3.5.2.3 (e).

#### 3.5.2 Material and Workmanship

3.5.2.1 Standards: Vertical steel file cabinets specified herein shall conform to the best commercial standards, be made of first quality materials, and meet or exceed the BIFMA standards.

3.5.2.2 Materials: All materials shall be unused in their present state and free from defects which affect appearance, serviceability or safety of the user in normal intended use.

- a. Steel: Steel sheets used in the fabrication of the vertical file cabinets shall be commercial quality. All steel shall be smooth, free from rust, scale, pits, scratches, laps, and buckles affecting strength.
- b. Enamel: The enamel for the cabinet, drawer, and drawer surfaces shall be baked on in accordance with manufacturer's commercial product.
- c. Bolts, Nuts, Screws, and Accessories: The bolts, nuts, screws, and accessories of all vertical file cabinets shall be made to resist rust by electro-galvanizing or by zinc, chromium or cadmium plating, as commercially produced by manufacturers of these items.

#### 3.5.2.3 Construction

- a. Design: The structural design of the file cabinets shall be in accordance with the manufacturer's own commercial requirements.
- b. Cabinet Cases for Vertical Files: The quality of steel shall be as specified and the steel gauge minimums shall be as herein specified. Minimum thickness of metal components

for the cabinet case shall be as follows:

Top	20 Gauge
Sides	22 Gauge
Back	24 Gauge
Bottom	24 Gauge
Interior Vertical	20 Gauge
Interior Horizontal	20 Gauge

Exception: 22 Gauge Top is acceptable if there are top supports present which are less than 20 Gauge and the Case is of one (1) piece construction. Bidder must note this exception.

- c. Upright Supports Vertical Files: Vertical files shall have six (6) interior vertical reinforcing members. One (1) reinforcing member shall be located approximately in each corner and one (1) centered on each side. The cabinet case shall be rigidly formed, sufficiently braced, reinforced and welded in order to withstand heavy usage, without warping, twisting or distortion enough to impair the operation of the drawers or cause defects which might affect serviceability of any part of the cabinet.
- d. Drawers for Vertical Files: The drawer fronts of the file cabinets shall be of double wall construction. The inside drawer front shall be metal. The drawers shall have full height sides and shall fit squarely into the drawer opening equidistant on all sides. Each drawer shall be able to be removed. Minimum thickness of metal components of drawer shall be as follows:

Outside Front	22 Gauge
Inside Front	24 Gauge
Body and Back	26 Gauge

- e. Drawer Dimension for Vertical Files: Minimum inside drawer dimensions (clear net filing space with follower block in most rearward position) shall be as follows:

	Height Minimum Inches	Width Minimum Inches	Depth Minimum Inches
Drawer Legal Size	10-1/4	15-1/4	26-1/4
Drawer Letter Size	10-1/4	12-1/4	26-1/4

- f. Drawer Hardware for Vertical Files: Face hardware shall consist of drawer pulls, label holders, and lock face. The drawer hardware shall be of aluminum or corrosion-resistant steel or it may be steel, die cast zinc, brass or bronze, with a shiny or satin chromium plating. The pull portion of the hardware shall provide a hand grip that will allow grasping in either the palm-up or palm-down position. All surfaces and edges shall be smooth and shall be free from roughness and sharp edges.
- g. Follower-Block for Vertical Files: One (1) follower-block shall be furnished for each file drawer. The follower-block shall be the friction-locking type or shall be held in place by engaging slots or formations in the drawer sides. Minimum thickness of the follower-block plate shall be 22 gauge.

- h. Stops for Vertical Files: All drawers shall be provided with a stop which will prevent the drawer from hitting the back of the cabinet on the inward movement and with a positive stop which will prevent the drawer from falling out when fully extended. The stops encountered on the inward movement shall be equipped with bumpers of rubber or other comparable material.
- i. Locking Device for Vertical Files: Locks shall be of a tumbler type or approved equivalent. The locking mechanism shall secure all file drawers simultaneously (gang lock) and shall be so constructed that the drawers left open may be closed and positively locked after the cabinet is locked, without distorting the locking mechanism. Locks shall have not less than 150 key changes. Duplicate keys shall be furnished with each lock.
- j. Drawer Latch for Vertical Files: The drawer shall have a positive acting spring mechanism, capable of holding the loaded drawer closed at any tilt angle. The latch release button shall have free movement only in the horizontal plane, parallel to the drawer front. The release button shall fit snugly to the drawer front and shall be located convenient to the drawer pull so that one-hand operation will simultaneously release the latch and permit the drawer to be opened.
- k. Drawer Suspension for Vertical Files: Drawer suspension system shall be of the full cradle type with heavy-duty steel ball bearing type suspension with a telescoping slide mechanism and shall travel easily, quietly, and smoothly. Suspension members, including case channels, shall be finished following the best commercial standards for proper protection and durability. Suspension slide members shall be sixteen (16) gauge minimum with eighteen (18) gauge minimum cross members. Suspension system supporting each drawer shall assure smooth and easy operation of the drawer. Front and rear ties shall be heavily embossed for rigidity and strength.
- l. Caution Label: A label bearing a statement similar to the following should be permanently affixed to the interior surface of a side panel of the top compartment of each cabinet so as to be readily visible to the user when the compartment is open:

EXAMPLE: "Caution: Bottom compartments should be loaded first, in order to minimize possibility of the cabinet tipping over."

Bidder is to provide a list of standard colors available with its bid proposal. If required, contractors are to be able to match, as close as possible, all paint colors of any existing files or systems furniture on site at the State for orders that total more than 20 units.

### 3.6 SPECIFICATIONS FOR TASK CHAIRS

Standard task chairs may be offered for consideration of award on this contract for purchase by Cooperative Purchasing partners. However, it is the intent of the State to procure only recognized quality, heavy duty, commercial grade ergonomic task chairs. Ergonomic task chairs determined unacceptable by the New Jersey Department of Personnel (NJDP) will not be considered. The State reserves the right to reject chairs intended for purchase by State Agencies on that basis.

Additionally, in accordance with Title I of the American Disabilities Act, The NJDP (Health & Safety - SLI Unit) in cooperation with The Office of Disabilities Management/BOSS/Department of Treasury, has strongly advised that when purchasing task chairs to resolve a medical condition, all State Agencies should purchase ergonomic approved task chairs from DEPTCOR. The applicable contract T# is TSU01. If DEPTCOR indicates that it cannot furnish the product, the Using Agency should then utilize this contract for procuring ergonomic task chairs from a State contractor.

Standard task chairs may be offered on Page 1 of the Category D Seating Schedule as part the bidder's seating submission.

In order for a task chair to be considered for award as an ergonomic task chair, it must meet the following specifications for the Class in which it is being submitted. A maximum of two model series of chairs per brand, per class may be submitted, and shall be listed on D1 (page 2) of Category D – Seating of the Pricing Schedule.

**NOTE:** All ergonomic task chairs provided on this contract must meet the specifications listed herein. For evaluation purposes, descriptive literature and specifications must be provided for each series of ergonomic task chairs offered. During the evaluation period, or at any time during the contract period, chairs offered may be inspected to determine compliance by the NJDOP.

The bidder shall indicate the brand, model series, page and item number(s) of its catalog/price list for each ergonomic task chair being offered, by class. The chairs must be listed in the catalogs/price lists that are submitted with the bid proposal for the Seating Category.

All ergonomic task chairs submitted shall meet the minimum requirements below for the appropriate class for which they are submitted.

### 3.6.1 GENERAL REQUIREMENTS FOR ERGONOMIC TASK CHAIRS

All chairs should fit the user properly. All upholstery and colors shall be manufacturer's standard. Stain resistant fabric should be available upon request. Chairs shall have contoured seats and backs with HR foam lumbar reinforcements.

#### 3.6.1.1 BASE

Chairs shall have a 360 degree swivel base with a 5 leg minimum "star" configuration. Base shall be free of sharp edges. The base shall be high strength, heavy duty, cast or die formed aluminum alloy and have welded steel tube arms, with decorative cover, having a minimum of 16 gauge material (5/8" minimum cross section). Metallic surfaces shall be scuff and oxidation resistant. An optional chrome or polished aluminum finish shall be available upon request, as well as a powder coated paint finish. Polished chrome footplates shall be available when requested. Contrasting colors must remain suitable for an office environment. The base diameter is indicated in each class below.

#### 3.6.1.2 SEAT CONSTRUCTION

The inner shell (pan) shall be constructed of preformed plywood or a composite material. The inner shell shall be covered with a good grade of contoured HR foam, a minimum of 2 1/2" thick that is comfortable to the occupant and will not deteriorate or lose its resiliency during the warranty period. The upholstered seat shall have a "waterfall" or "roll-off" front edge. The upholstery shall be wrinkle free. Seat pan covers should have fabric covers; however wood pans must be covered with a decorative paper as a minimum.

#### 3.6.1.3 ADJUSTMENT MECHANISMS

All adjustment mechanisms shall be readily accessible to the occupant and shall be easily identified and operable when executing adjustments (except seat height) while seated. A control that requires simultaneous adjustment of the seat pitch and back tilt angles is not acceptable. All paddle-type adjustment mechanisms should be labeled as to their function.

### 3.6.1.4 BACK CONSTRUCTION

The inner shell (pan) shall be constructed of preformed plywood or composite material. The inner shell shall be covered with a good grade of HR foam, a minimum of 2" thick, which is comfortable to the occupant and will not deteriorate or lose its resiliency during the warranty period. The upholstery shall be wrinkle free and there shall be no sharp edges on any moldings of the outer pan. The back shall be height adjustable independently of the seat. It shall be contoured to include a lumbar region (3" protrusion preferred) for support of the occupant's lower back. The back may be finished with polypropylene or fabric.

### 3.6.1.5 CHAIR SIZES

The dimension ranges shown below are considered typical. However, additional sizes are acceptable if included in model/series line being submitted.

#### **Class I and II Chairs**

Dimension	
Seat Cushion Width	18" – 22"
Seat Cushion Depth	15" – 21"
Back Cushion Height	15" – 28"
Back Cushion Width	16" – 22"

Note: Highback chairs should be adjustable to a minimum height of 27".

#### **Class III Chairs**

Dimension	
Seat Cushion Width	20" +
Seat Cushion Depth	18" +
Back Cushion Height	19" +
Back Cushion Width	18" +

### 3.6.2 CLASSIFICATION OF ERGONOMIC TASK CHAIRS

Ergonomic task chairs are classified below and shall meet the minimum requirements listed for each class:

**CLASS I - STANDARD ERGONOMIC TASK CHAIR (PROFESSIONAL/SECRETARIAL)**

**CLASS II - HIGHBACK ERGONOMIC TASK CHAIR (MANAGER/EXECUTIVE)**

**CLASS III - TUF ERGONOMIC TASK CHAIR (PRIMARILY 24/7 OPERATIONS USE)**

#### 3.6.2.1 CLASS I – STANDARD ERGONOMIC TASK CHAIR (PROFESSIONAL/SECRETARIAL) & CLASS II – HIGHBACK ERGONOMIC TASK CHAIR (MANAGER/EXECUTIVE)

Pneumatic seat pan height adjustment – Seat pan height shall adjust in an infinite number of positions through a minimum range of 4" (from 16 1/2" to 20 1/2"). All pneumatic cylinders shall be of Suspa, Stabilus or equal quality in performance and durability and suitable for the class of chair intended.

Armrests shall be height and width adjustable. They shall be designed to give support to occupant's arms and not interfere with proper placement of the chair in the workstation. Top of arm surface shall be made of resilient material, and shall be durable and comfortable in the occupant's arm contact area. Arms shall be adjustable in even increments for each arm. Arms are a standard offering; however chairs must be available without arms as an option. A contoured waterfall design on front of armrest is preferred.



Upholstered backrest shall have free float feature which allows the back of the chair to move freely and maintain contact with the occupant's back with the seat tilt angle lever locked in place. The back shall float through the entire range of positions that the back tilt angle can be locked. An adjustable tension control device shall support the back.

Back shall meet or exceed all ANSI/BIFMA test requirements. Back shall have a ratchet execution backrest height adjustment mechanism on a "J" shaped back upright.

Seat shall have a tilt lock – the seat pan shall lock in place at any angle within the range that the seat will tilt.

Required seat depth adjustment - (2 1/2" travel in 1/2" increments with activation lever for the seat pan.)

Chair base shall have a 25" caster center diameter (measured center line of cylinder to center line of caster shaft).

Chair shall have minimum 55mm dual wheel hooded carpet casters with a 45mm barrel and 7/16" x 7/8" stem with locking ring. Casters must meet or exceed all ANSI/BIFMA requirements.

Soft-edge casters shall be available for use on non-carpeted floors

Weight limit must be able to withstand a minimum of 250 pounds.

### 3.6.2.3 CLASS III - TUF ERGONOMIC TASK CHAIR (PRIMARILY 24/7 OPERATIONS USE)

Specifications are the same as Classes I & II except for the following:

Seat shall contain inner wood including 3/4" overall thickness 9 layer plywood.

Chair base must have an overall diameter of 28". The base must be designed to utilize a 50mm gas cylinder.

Weight limit must be able to withstand minimum of 350 pounds; however higher weight limits are preferred.

Chairs offered must pass Federal test FNEW-89-269E "Performance Test Method for Intensive Use Chairs".

### 3.6.3 ACCEPTANCE EVALUATION AND QUALITY ASSURANCE

All chairs offered must pass all applicable ANSI/BIFMA X5.1 tests. Prospective bidders are required to make available, when requested, certified test results from a nationally recognized testing facility for the representative model chair in the series offered. Manufacturers who are self certified and comply with ANSI Z34.2 "Self Certification by Producer or Supplier" must also make their test results available when requested.

### 3.7 STATEMENT OF COMPLIANCE AND CERTIFIED TEST REPORTS

If requested by the State, after the bids are opened, during the evaluation, or at any time during the contract the vendor (Bidder/Contractor) must submit a notarized statement of compliance from the respective manufacturer for each product being bid or covered by the contract, certifying that the product meets or exceeds all appropriate established codes and standards regarding durability, performance and life safety, including, but not limited to those listed herein.

The vendor (Bidder/Contractor) may also be required to submit certified test report(s) for each product brand that will verify complete compliance with the aforementioned ANSI/BIFMA tests. This documentation shall be supplied to the State within ten (10) business days of said request.

Failure to provide the required test information or discovery by the State that the proposed product does not meet the standards listed above will result in the State taking appropriate administrative action necessary to reject the bid, or cancel the contract as applicable.

### 3.7.1 RANDOM SAMPLES

Random samples may be selected from any delivered commodities awarded on this contract, in order to assure conformance with this specification and the standard sample throughout the term of the contract. Inspection and testing shall be in accordance with specifications listed herein.

### 3.8 CURRENT PRODUCTION FURNITURE REQUIREMENT

Contractors shall provide only current production, new furniture. Used furniture or discontinued lines are unacceptable.

In the event new items are added to the accepted manufacturer's product lines during the term of the contract, said additions will be made available to the State at the same discount offered on the original bid proposal. The price(s) which will prevail will be the introductory published price list for the new items only.

#### 3.8.1 MODEL CHANGES

Model or part number changes on an existing product line with increased pricing will not be accepted during the term of the contract.

#### 3.8.2 NEW ITEMS

New items considered for addition will be defined as those items that enhance the existing product line now on the current contract. New items offered must be at the introductory published prices. New product lines (groupings) not related to the line on contract will not be given consideration under this clause.

#### 3.8.3 DISCONTINUED ITEMS

If after contract award, contract items in the manufacturer's catalog submitted with the bid are discontinued from a manufacturer's line, substitutions may be made only upon the written approval of the Director. Contractors must submit all literature for new units requested to be substituted for discontinued models. All pricing, terms and conditions of the discontinued model will apply to new unit. The substituted unit must meet or exceed the specifications of the discontinued model, and contain all features of the replaced model. Additional features will be accepted at no extra cost.

Any equipment that is discontinued during the term of the contract shall be ineligible to be placed for the remainder of the contract and must be replaced by an item meeting or exceeding the specifications of the discontinued unit. Discontinued units are those no longer marketed for placement by the OEM.

#### 3.8.3 REQUIRED DOCUMENTATION

The request to replace discontinued products or add new products shall be by the contractor or manufacturer. The request shall include documentation from the original equipment

manufacturer (OEM) stating that the model being replaced is discontinued, or is an enhancement of the currently awarded product (whichever is applicable). A product sales bulletin or letter from the OEM will suffice. Literature for the new product(s) shall also be provided.

#### **3.8.4 ITEM ACCEPTANCE**

If approved, the contractor will be promptly notified of the new item's acceptance or rejection. If rejected, whether new or replacement items, the contractor will not offer the item(s) as a contract item.

### **3.9 GUARANTEES/EXTENDED GUARANTEES/WARRANTIES**

#### **3.9.1 WARRANTY PERIOD**

The contractor shall provide manufacturer's standard warranty but shall nevertheless guarantee all items against manufacturing defects for a period of at least two (4) years from date of acceptance even if the manufacturer's warranty covers a shorter period. This applies to all items except lateral and vertical filing cabinets. The contractor shall provide no less than a fifteen (15) year manufacturer's warranty for filing cabinets, except for high wear items, such as glides, which shall be warranted for a minimum of three (3) years. Bidder is to provide list of high-wear items with its bid proposal for filing cabinets only on the Pricing Schedule for Category C "Files and Storage". The State will accept a longer warranty if it is the warranty of the manufacturer. Should a defect occur, the contractor shall repair or replace item(s) at no charge to the State. Such repair or replacement shall be guaranteed by the contractor for a subsequent equivalent warranty period. Warranty information is to be listed on the Pricing Schedule. It shall also be included on the contractor's website.

3.9.4 In the case of furniture installed under this contract, the contractor guarantees for a period of at least four (4) years from the date of final acceptance that the completed work is free from all defects due to faulty materials, installation equipment or installation workmanship and that it shall promptly make whatever adjustments or corrections which may be necessary to correct any defects, including repairs of any damage to other parts of the system resulting from such installation defects. The State shall promptly give notice to the contractor of observed defects. In the event that the contractor fails to make adjustments, repairs, corrections or other work made necessary by such defects, the State may do so and charge the contractor the cost thereby incurred.

#### **3.9.2 REPAIR TIMEFRAME**

The contractor shall make all repairs or render service within three (3) working days from notice by the State, regardless of geographic location.

#### **3.9.3 REPLACEMENT ITEMS**

The contractor shall provide any replacements within fifteen (15) working days of notification by the State.

#### **3.9.4 CONTRACTOR OBLIGATIONS**

The contractor's obligations hereunder are in addition to the contractor's other express or implied assurances under the contract or State law and in no way diminish any other rights that the State may have against the contractor for faulty materials, equipment or work.

### 3.10 DELIVERY

#### 3.10.1 DELIVERY TIMEFRAME

Delivery of all furniture and files (with the exception of special finished, custom fabrics, or other non-standard orders) is required within ninety (90) days of an electronically entered purchase order.

#### 3.10.2 SHIPMENT MARKINGS

Shipping cases shall be marked to show the name of the contractor, the name and address of receiving Using Agency and State Purchase Order Number.

Packing for shipment shall be provided to adequately protect the product and insure safe shipment.

#### 3.10.3 SHIPMENT NOTIFICATION

The contractor must notify the Using Agency at least forty-eight (48) hours in advance of shipment so that necessary arrangements can be made. The contractor must be able to make delivery and have product available for delivery to all parts of the State.

#### 3.10.4 DELIVERY AND INSTALLATION TIMEFRAME

All deliveries and installation work shall be performed during regular working hours, 8:00 a.m. to 4:30 p.m., Monday through Friday. Changes may be granted with written approval of the State. Any work required to be performed after regular working hours or on Saturdays, Sundays, or legal holidays, as may be reasonably required consistent with contractual obligations, shall be performed without additional expense to the State. The contractor shall obtain approval from the State for performance of work after regular working hours or non-regular workdays at least twenty-four (24) hours prior to the commencement of overtime, unless such overtime work is caused by an emergency.

#### 3.10.5 FAILURE TO MEET DELIVERY TIMEFRAME

In the event the contractor fails to meet its delivery commitments, the Director reserves the right to authorize the Using Agency to obtain furniture necessary to function properly from any available source in the event the contractor fails to meet its delivery commitments. In such event, the order will be canceled and any difference in price shall be paid by the defaulting contractor.

#### 3.10.6 TYPE OF DELIVERY

The contractor shall be in a position to provide spotted or platform deliveries. A spotted delivery shall include any or all of the following: supply, FOB destination delivery, uncrating, putting in place, assembly, installation, making ready for use, and removal of debris. All items on this contract may require spotted delivery. However, platform delivery, when requested shall also be available. Bidder shall provide pricing for both types of delivery on the Price Schedule. Prevailing Wage regulations apply only for assembly and installation of furniture.

For installations that have rigging requirements that require the use of special equipment, or have no elevator service and product must be carried up three (3) or more floors, the contractor shall submit a price quotation to the agency with a copy to the Purchase Bureau for approval.

In the event that, after submitting the above quotation, the contractor decides to complete the additional work without written approval, whether for convenience, expediency, or any other reason, it shall be at the sole risk of the contractor. If such a situation occurs, and the above quotation is deemed fair and equitable by the State, payment may be considered, but only at the discretion of the State.

### 3.10.7 DELIVERY CONDITION

The contractor shall be responsible for the delivery of product and equipment in first-class condition at the point of delivery, and in accordance with good commercial practice.

### 3.10.8 CONTRACT PRODUCTS

Product lines supplied must be strictly in accordance with those contained in the contract award.

### 3.10.9 DELIVERY COORDINATION

It shall be the contractor's responsibility to coordinate its deliveries to the job site and interface with the trade unions. Such responsibilities shall be performed in such a manner that no delay to progress and no additional cost to the State shall occur. The State assumes no responsibility for resolving any jurisdictional disputes with trade unions relating to the scope of the work being performed under a specific contract.

### 3.10.10 DELIVERY AND STAGING FACILITIES

The contractor shall be responsible for all delivery, unloading, staging, and storage of furniture, furnishing and equipment. The contractor shall notify the State seven (7) working days prior to each delivery; the State will provide specific delivery authorization within five (5) working days prior to the authorized delivery date. The contractor shall not proceed with delivery and installation until written approval to commence delivery has been received.

### 3.10.11 DELIVERY SITE

The contractor shall use a route approved by the State for delivery, unloading, staging and storage at the project site.

### 3.10.12 STATE RESPONSIBILITY AT DELIVERY SITE

The State shall be responsible for providing that all delivery to final placement shall be free of unanticipated obstacles which might unreasonably impede the contractor during the delivery and installation of the work, but the State shall not be responsible for correcting obstacles which were reasonably anticipatable at the time of execution of the contract.

## 3.11 DELAY OF PROJECT – STORAGE OF PRODUCT

### 3.11.1 DELAY NOTIFICATION PROCEDURES

In the event the delivery and installation schedule approved by the State is delayed by events beyond the control of the State, the State shall provide prompt and timely notice, in writing, to the contractor. Prompt and timely notice is defined as written notice being provided the contractor as soon as the delay becomes fully known to the State.

### 3.11.2 DELIVERY RESCHEDULING AND STORAGE

Upon receipt of this notice of delay, the contractor shall be responsible for rescheduling delivery and installation or, if unable to do so, for storage and all associated storage costs for a period of up to and including sixty (60) days after the original State-approved delivery and installation schedule.

### 3.11.3 STORAGE COSTS

The Using Agency shall be responsible for such storage costs that exceed the sixty (60) day time period. When this is the case, the contractor shall provide a proposal covering a justifiable monthly charge that can be verified to cover these costs.

### 3.11.4 CONTRACTOR DELAY

Request for a time extension by the contractor caused by events beyond his control, that will exceed the State-approved delivery and installation schedule must be submitted in writing to the State to receive written approval. If the contractor's revised delivery and installation schedule is unacceptable to the State, the State may elect to invoke the "REMEDIES FOR FAILURE TO COMPLY WITH MATERIAL CONTRACT REQUIREMENTS" provision.

### 3.12 FURNITURE SELECTION AND LAYOUT (DESIGNER SERVICE)

The contractor shall provide the State, at no additional cost, on an as-required basis, the necessary engineering, design and layout services required by Using Agencies when requesting a proposal against this contract.

### 3.13 CONTRACTOR RESPONSIBILITY

#### 3.13.1 AUTHORIZED WORK AREAS

The contractor shall confine its apparatus, the storage of its equipment, tools and materials, and its operations and workers to areas authorized by the State, and shall not unreasonably encumber the site or the premises with its materials, tools and equipment.

#### 3.13.2 JOB SITE CLEANLINESS

The contractor shall at all times during the progress of the work keep the premises and the job site free from the accumulation of all refuse, rubbish, scrap materials and debris caused by the operations, so that at all times the premises and site shall present a neat, orderly and workmanlike appearance. This is to be accomplished as frequently as is necessary by the removal of such material, debris, etc. from the site. Loading, cartage, hauling and dumping will be at the contractor's expense. Trash materials and debris shall be removed on a daily basis. State dumpsters are not to be used for this purpose.

#### 3.13.3 REMOVAL OF EQUIPMENT

At the completion of the work, the contractor shall remove all its tools, construction equipment, machinery, temporary staging, falsework, formwork, shoring, bracing, protective enclosures, scaffolding, stairs, chutes, ramps, runways, hoisting equipment, elevators, derricks, cranes, etc., from the project site.

#### 3.13.4 DAMAGE CAUSED BY CONTRACTOR

The contractor shall remove all marks, etc., undesirable stains, fingerprints, other soil, dust or dirt from painted, decorated or stained woodwork, plaster or plasterboard, metal acoustic tile, equipment surfaces, and workstations.

#### 3.13.5 FINAL CLEANUP OF JOB SITE

Should the contractor not promptly and properly discharge its obligation relating to cleaning and final cleanup, the State shall have the right to employ others and to charge the cost thereof to the contractor after first giving the contractor a three (3) working day written notice of such intent. Further, payment will be withheld until the area is deemed acceptable by the State.

#### 3.13.6 TRASH DUMPSTERS

Rubbish, garbage, debris and trade waste will be completely removed from the site. Use of on-site dumpsters or other containers, unless provided by the contractor, are not authorized.

### 3.14 CONTRACTOR ACCESS

#### 3.14.1 WORK AREA DESIGNATION

The contractor shall have rights of access to those areas of the site designated as work areas.

#### 3.14.2 INTERACTION WITH OTHER CONTRACTORS

The contractor shall cooperate with and not interfere with any other contractor engaged by the State to perform services at the site. It is the contractor's responsibility to resolve, before work commences, any actual or probable jurisdictional disputes which do or may arise. This responsibility extends through relations between and among all trades during any time that work within the scope of this contract is being performed at the site or when trade union members are present.

#### 3.14.3 USING AGENCY COORDINATION OF WORK

The Using Agency reserves the right to enter upon the premises at any and all times during the progress of the work and may allow others to do so for the purpose of conducting any routine or specific work unrelated to these specifications.

### 3.15 SECURITY CLEARANCES

As a condition of performing work at any State facility and for purposes of determining a person's qualifications as contracted personnel, the contractor(s) shall undertake a criminal history record background check for all personnel assigned to work at any State facility pursuant to regulations promulgated under N.J.A.C. 13:59-1.1 et seq.

#### 3.15.1 CRIMINAL HISTORY RECORD FILE

The contractor(s) shall submit to the New Jersey State Police Bureau of Identification (SBI) an "application" fingerprint card, a request for criminal history record information from (SBI-212B), and the appropriate fee for all personnel it may assign to work at any State facility. The contractor(s) shall not permit any newly hired, re-hired or transferred personnel to work in any facility until the SBI has furnished the results of the criminal history record background check to

the vendor. The contractor(s) shall review the results of that criminal history record background check prior to assigning personnel.

### 3.15.2 CRIMINAL HISTORY RECORD FILE

The contractor(s) will be required to retain the results of an individual's criminal history background check as long as that person is assigned to work under these State contract(s). The results of the criminal history background check will be made available to the State Contract Manager by the contractor(s) upon request.

If the contractor(s) has had a State Police background, criminal and fingerprinting check performed for the employee that meets the exact criteria specified above, then the check may be accepted by the State Contract Manager at the State's sole discretion. Any such reference check must have been during the period of this contract or no later than six months from the contract start date.

To obtain the necessary forms contact the New Jersey State Police @609-882-2000, Criminal Information Unit ext.2019. The instructions are online for your review @www.njsp.org. Click on Services, click on Criminal Background Checks, click on Noncriminal Justice Volunteer Background Checks.

### 3.16 INSPECTION AND ACCEPTANCE OF WORK

#### 3.16.1 ACCESS TO WORK

The State shall at all times have access to the work whether it is in preparation or in progress, and the contractor shall provide proper facilities for such access and for inspection. The Director reserves the right to employ the services of a professional consultant for any phase of the work as may be deemed to be in the best interest of the State. The contractor shall cooperate with consultants and provide access to work and facilities for inspections.

#### 3.16.2 INSPECTION OF WORK

The State shall inspect the work upon delivery at mutually agreeable times. Such inspections are for the sole purpose of identifying the product and equipment and verifying the quantities ordered to provide a basis for payment to the contractor. Such inspections shall not be construed as final or as constituting acceptance of or taking charge or control over the product or equipment. If there are any apparent defects, damage, deficiencies or failure to conform to the contract documents, the contractor, upon notice from the State, shall promptly remedy the same at its own expense.

#### 3.16.3 ACCEPTANCE OF WORK

Notwithstanding any otherwise applicable provision of law or any such inspections or payment on account of materials, furniture, furnishings and equipment delivered, receipt shall not be construed as acceptance of any product or equipment prior to installation and completion unless specifically accepted in writing by the State.

#### 3.16.4 REVOCAION OF ACCEPTANCE

If any work which has been previously accepted, specifically or by the making of payment on partial completion, is found to have defects, damage, deficiencies, or fails to conform to the contract documents, for any cause not attributable to the State, or its employees, the State may revoke its acceptance. Such revocation shall be made by giving prompt notice of such conditions to the contractor, and the contractor shall promptly remedy the situation at its own expense.



### 3.16.5 SPECIAL INSPECTION OR TESTING

If the State determines that any work requires special inspection, testing, or approval, the State will instruct the contractor to order such special inspection, testing or approval at no additional cost. If such special inspection or testing reveals failure of the work to comply with the requirements of the contract, the State can reject such work and incur no cost relating to such work.

### 3.17 COMPLIANCE WITH OSHA

All work performed under this contract must comply with all appropriate OSHA standards.

### 3.18 QUOTATION REQUIREMENTS

#### 3.18.1 CATALOG AND PRICE LISTS

After contract award, the contractor shall furnish, upon request, copies of manufacturers' catalogs and published price lists identical to those submitted with its bid proposal to all State and local agencies requesting same at no additional cost.

#### 3.18.2 QUOTATION FORMAT

A quotation submitted by a servicing dealer may be on the representative's letterhead or proposal form. This provision may be met electronically by use of the State of New Jersey contract web page. All proposals must include, at a minimum, the following:

##### 3.18.2.1 MANUFACTURER

Product Identity - Name of manufacturer

##### 3.18.2.2 CONTRACT INFORMATION

The contract number and contract line from which the product and pricing are derived must be listed.

##### 3.18.2.3 ITEM MAKE, MODEL AND PART NUMBER

Detailed listing of all units to be delivered and placed by model/part number/description and unit list price for each item, identified with page number reference to the contract price list. Optional accessory parts are to be listed within description.

##### 3.18.2.4 QUANTITY AND LIST PRICE

The quantity and extended list price for each unit shall be totaled and appropriate discount applied to the grand total within a specific product line and contract. A copy of the relevant page for each item to be ordered with the specific item highlighted should also be provided. Electronic verification and/or printout may also be approved.

##### 3.18.2.5 DELIVERY AND INSTALLATION SCHEDULE

A schedule that defines the manufacturing cycle, start of delivery, installation and completion shall be included.

### 3.18.2.6 FLOOR LAYOUT DRAWINGS

If applicable, floor layout(s) of the product installation will serve as installation/order entry drawings, requiring approval by the State for code compliance.

## 3.19 QUANTITIES

### 3.19.1 ORDER QUANTITY

The State reserves the right to order any quantity necessary to meet the State's requirements. However, no guarantee is made by the State to purchase any amount of product from any contractor.

### 3.19.2 VOLUME DISCOUNT LEVELS

The State reserves the right to bundle orders for contract items in order to take advantage of the highest applicable volume discount levels for a manufacturer's brand line. This may involve items contained under other contracts held by a contractor for the same manufacturer's brand line.

## 3.20 ECONOMIC PRICE ADJUSTMENT

The following provisions apply to price adjustments related to products covered by any contracts awarded.

### 3.20.1 PRICE DECREASES

The State will be entitled to a price decrease any time the contractor or any of its servicing dealers sells a product or a service to any similarly situated most favored customer for less than the price agreed to between the State and the contractor under this contract.

Any time the contractor or its servicing dealers sells a product or provides a service to any customer or servicing dealer for less than it is available to the State under this contract, the contractor must notify the State of that event within thirty (30) calendar days of its occurrence and immediately reduce the price of the affected goods or services to the State under this contract. This applies to any items ordered and either not delivered nor payment made.

Increases in the discount rate during the contract term are acceptable and shall remain in effect for the remainder of the contract term.

### 3.20.2 PRICE LIST UPDATE

Price lists submitted with the bid proposal will apply, as a minimum, for the first 18 months of the contract.

At the end of the first 18 month period of the contract, the contractor will be given an opportunity to submit a new manufacturer's pre-printed price list for consideration. Only the official manufacturer's pre-printed dated price lists will be accepted. Photocopied lists or unofficial price lists are unacceptable.

The new manufacturer's price lists shall be submitted at the beginning of the sixteenth month of the contract. The submittal shall include a cover letter referencing the requested pages and items requested for consideration, which shall coincide with the originally submitted manufacturer's pre-printed price list, and will only include those items allowed per the terms of this RFP.

The State will make the final determination of the new price lists' acceptance or rejection, as well as allowable items within the price list.

The State reserves the right to allow termination and re-bid of this contract at the end of the first 18 month period.

### 3.21 CERTIFICATION REQUIREMENT

All manufacturers submitting a bid proposal in response of this RFP must provide information on authorized servicing dealers. There is no minimum or maximum number of dealers required; however the manufacturer must provide coverage for the entire State. (See Section 4.4.9).

### 3.22 TRADEMARK AND LICENSE WARRANTY

For the purposes of this section, the contractor warrants and represents that it is authorized and empowered to and hereby grants the State the right and license to use, reproduce, transmit, distribute and publicly display the information. In addition, the contractor warrants and represents that it is authorized and empowered to and hereby grants the State the right and license to reproduce and display. Contractor's trademarks, system marks, logos, trade dress or other branding designation that identifies the products made available by the contractor under the contract.

If the contractor is not the manufacturer, it shall be the contractor's responsibility to obtain authorization from the manufacturer to comply with the provisions of this section, including securing any intellectual property rights of the manufacturer. If the contractor is the manufacturer, it shall only authorize dealers, outlets, distributors, value-added resellers, etc. within their network that can comply with the provisions of the contract.

### 3.23 WEBSITE SUPPORT

After contract award, each contractor must provide a website from which Using Agencies will be able to obtain and print a price quotation for the product(s) provided by the contractor. The contractor must have the website established and operating within thirty (30) days after the contract award. The contractor must provide the web address to the assigned buyer by the date established in the letter of intent to award. Only those products proposed and accepted by the State shall become part of a contract as a result of this RFP. Any contractor advertising products under this website that are not covered under this contract, or displaying pricing other than submitted with its bid proposal, may be subject to contract cancellation.

The website must also include all servicing dealers/distributors authorized to represent and provide all services for the manufacturer in the State of New Jersey.

Awarded contractors must maintain servicing dealer information on their State contract web page at all times.

The contractor's website must have an uptime of 99% during the hours of 7:00 a.m. to 6:00 p.m. ET, Monday through Friday. Three (3) severe outages, defined as the unavailability of the website for price quotation for more than two (2) continuous hours, during a 60 calendar day window may be grounds for the State to terminate the contract. Website maintenance shall be performed outside of the hours of 7:00 a.m. to 6:00 p.m. ET, Monday through Friday.

The website shall store quotes for retrieval for up to 60 business days. Any stored quotes shall be modifiable by the Using Agency. The website should provide, at a minimum, all information the contractor would normally provide when submitting a quotation to a Using Agency (as outlined in Section 3.18 "Quotation Requirements"). If a Using Agency does not have internet access, the contractor shall provide a written or fax quotation as required.

Each contractor's website shall be subject to audits by the State of New Jersey, Division of Purchase and Property, Contract Compliance and Administration Unit. These audits will be conducted at random and without notification to ensure that the website content is within the terms of the contract. In accordance with Section 3.19 of the Standard Terms and conditions, the contractor is required to make any required additional records available for the purpose of this audit.

The State reserves the right to utilize an E-Commerce application at any time during the term of this contract award. If utilized, contractors will be required to provide functional data files compatible with the State application within a reasonable amount of time as specified by the State.

## 4.0 BID PROPOSAL PREPARATION AND SUBMISSION

### 4.1 GENERAL

The bidder is advised to thoroughly read and follow all instructions contained in this RFP, including the instructions on the RFP's signatory page, in preparing and submitting its bid proposal.

### 4.2 BID PROPOSAL DELIVERY AND IDENTIFICATION

In order to be considered, a bid proposal must arrive at the Purchase Bureau in accordance with the instructions on the RFP signatory page

<http://www.state.nj.us/treasury/purchase/bid/summary/07x37695.shtml>. Bidders are cautioned to allow adequate delivery time to ensure timely delivery of bid proposals. **State regulation mandates that late bid proposals are ineligible for consideration. THE EXTERIOR OF ALL BID PROPOSAL PACKAGES ARE TO BE LABELED WITH THE BID IDENTIFICATION NUMBER AND THE FINAL BID OPENING DATE OR RISK NOT BEING RECEIVED IN TIME.**

### 4.3 NUMBER OF BID PROPOSAL COPIES

The bidder must submit **one (1) complete ORIGINAL bid proposal**, clearly marked as the "ORIGINAL" bid proposal. The bidder should submit **two full, complete and exact copies** of the original. The copies are requested are necessary in the evaluation of the bid proposal. A bidder failing to provide the requested number of copies will be charged the cost incurred by the State in producing the requested number of copies. It is suggested that the bidder make and retain a copy of its bid proposal.

The bidder should also submit (1) full, complete, and exact ELECTRONIC copy of the original proposal in an editable and "writable" PDF file format on CD for redaction.

### 4.4 BID PROPOSAL CONTENT

#### 4.4.1 FORMS THAT MUST BE SUBMITTED WITH BID PROPOSAL

##### 4.4.1.1 SIGNATORY PAGE

The bidder shall complete and submit the Signatory page provided on the Advertised Solicitation, Current Bid Opportunities webpage <http://www.state.nj.us/treasury/purchase/bid/summary/07x37695.shtml>. The Signatory page shall be signed by an authorized representative of the bidder. If the bidder is a limited partnership, the Signatory page must be signed by a general partner. If the bidder is a joint venture, the Signatory page must be signed by a principal of each party to the joint venture. Failure to comply will result in rejection of the bid proposal.

##### 4.4.1.2 OWNERSHIP DISCLOSURE FORM

In the event the bidder is a corporation, partnership or sole proprietorship, the bidder must complete the attached Ownership Disclosure Form. A current completed Ownership Disclosure Form must be received prior to or accompany the bid proposal. Failure to do so will preclude the award of a contract.

The Ownership Disclosure Form is located on the Advertised Solicitation, Current Bid Opportunities webpage <http://www.state.nj.us/treasury/purchase/bid/summary/07x37695.shtml>.

#### 4.4.1.3 DISCLOSURE OF INVESTIGATIONS/ACTIONS INVOLVING BIDDER

The bidder shall provide a detailed description of any investigation, litigation, including administrative complaints or other administrative proceedings, involving any public sector clients during the past five years including the nature and status of the investigation, and, for any litigation, the caption of the action, a brief description of the action, the date of inception, current status, and, if applicable, disposition. The bidder shall use the Disclosure of Investigations and Actions Involving Bidder form located on the Advertised Solicitation, Current Bid Opportunities webpage <http://www.state.nj.us/treasury/purchase/bid/summary/07x37695.shtml>.

#### 4.4.1.4 NOTICE OF INTENT TO SUBCONTRACT FORM

All bidders shall complete the Notice of Intent to Subcontract Form to advise the State as to whether or not a subcontractor will be utilized to provide any goods or services under the contract. The bidder shall use the above-referenced form located on the Advertised Solicitation, Current Bid Opportunities webpage <http://www.state.nj.us/treasury/purchase/bid/summary/07x37695.shtml>.

#### 4.4.1.5 SUBCONTRACTOR UTILIZATION FORM

If the bidder intends to utilize a subcontractor, the Subcontractor Utilization Form must be completed and submitted with the bid proposal. The bidder shall use the above-referenced form located on the Advertised Solicitation, Current Bid Opportunities webpage <http://www.state.nj.us/treasury/purchase/bid/summary/07x37695.shtml>.

#### 4.4.2 PROOF OF REGISTRATIONS THAT MUST BE SUBMITTED WITH THE BID PROPOSAL

##### 4.4.2.1 BUSINESS REGISTRATION CERTIFICATE FROM THE DIVISION OF REVENUE

**FAILURE TO SUBMIT A COPY OF THE BIDDER'S BUSINESS REGISTRATION CERTIFICATE (OR INTERIM REGISTRATION) FROM THE DIVISION OF REVENUE WITH THE BID PROPOSAL MAY BE CAUSE FOR REJECTION OF THE BID PROPOSAL.**

The bidder may go to [www.nj.gov/njbgs](http://www.nj.gov/njbgs) to register with the New Jersey Division of Revenue or to obtain a copy of an existing Business Registration Certificate.

Refer to Section 1.1 of the NJ Standard Terms and Conditions version 05 09 06 located on the Advertised Solicitation, Current Bid Opportunities webpage <http://www.state.nj.us/treasury/purchase/bid/summary/07x37695.shtml>

##### 4.4.2.2 SMALL BUSINESS SET-ASIDE CONTRACTS - NOT APPLICABLE

##### 4.4.2.3 PUBLIC WORKS CONTRACTOR REGISTRATION

The Public Works Contractor Registration Act (PWCRA) requires that all contractors, including named subcontractors, to register with the Department of Labor prior to engaging on certain public works contracts that exceed the prevailing wage threshold. The prevailing wage threshold for the State is \$2,000. This provision covers the installation services portion requirement.

Information on the PWCRA can be found at the following website:  
<http://www.state.nj.us/labor/lssc/lspubcon.html>

**\*\*NOTE:** A Public Works Registration is required to be submitted **with** the bid proposal for each company named in this bid proposal that is providing installation services as part of this contract, whether it be the bidder, a dealer and/or a named subcontractor.\*\*

#### 4.4.3 FORMS THAT MUST BE SUBMITTED BEFORE CONTRACT AWARD AND SHOULD BE SUBMITTED WITH THE BID PROPOSAL.

##### 4.4.3.1 MACBRIDE PRINCIPLES CERTIFICATION

The bidder is required to complete the attached MacBride Principles Certification evidencing compliance with the MacBride Principles. The requirement is a precondition to entering into a State contract. The MacBride Principles Certification Form is located on the Advertised Solicitation, Current Bid Opportunities webpage:

<http://www.state.nj.us/treasury/purchase/bid/summary/07x37695.shtml>.

##### 4.4.3.2 AFFIRMATIVE ACTION

The bidder is required to complete the attached Affirmative Action Employee Information Report, or, in the alternative, supply either a New Jersey Affirmative Action Certificate or evidence that the bidder is operating under a federally approved or sanctioned affirmative action program. The requirement is a precondition to entering into a State contract. The Affirmative Action Forms are located on the Advertised Solicitation, Current Bid Opportunities webpage

<http://www.state.nj.us/treasury/purchase/bid/summary/07x37695.shtml>.

##### 4.4.3.3 SERVICES SOURCE DISCLOSURE FORM

Pursuant to N.J.S.A. 52:34-13.2, the bidder is required to submit with its bid proposal a completed source disclosure form. <http://www.state.nj.us/treasury/purchase/bid/summary/07x37695.shtml>. Refer to section 7.1.2 of this RFP.

#### 4.4.4 SUBMITTALS

##### 4.4.4.1 BIDDER EXPERIENCE - DATA SHEETS

The bidder must provide all of the information requested in the Bidder's Data Packet located on the Advertised Solicitation, Current Bid Opportunities webpage:

<http://www.state.nj.us/treasury/purchase/bid/summary/07x37695.shtml>.

##### 4.4.4.2 SAMPLES/SAMPLE TESTING

If requested to do so, the bidder will be required to submit a non-returnable sample(s) of the item(s) offered in the bid proposal. The sample shall represent the exact product the bidder offers to furnish if awarded the contract. Requested samples will be tested to determine compliance with all needs of the State.

Failure to submit requested sample(s) may result in the rejection of the bid. Delivery instructions will be sent to those required to submit samples, including the date, time and place for the submission of the sample(s).

When the sample(s) is released, the bidder will be notified with specific pick-up instructions. Samples not removed in accordance with the instructions will relieve the State of New Jersey of all responsibility for the sample(s).

#### 4.4.5 FINANCIAL CAPABILITY OF THE BIDDER

In order to provide the State with the ability to judge the bidder's financial capacity and capabilities to undertake and successfully complete the contract, if requested, the bidder should submit two years of certified financial statements that include a balance sheet, income statement and statement of cash flow, and all applicable notes for the most recent calendar year or the bidder's most recent fiscal year. If certified financial statements are not available, the bidder should provide either a reviewed or compiled statement from an independent accountant setting forth the same information required for the certified financial statements, together with a certification from the Chief Executive Officer and the Chief Financial Officer, that the financial statements and other information included in the statements fairly present in all material respects the financial condition, results of operations and cash flows of the bidder as of, and for, the periods presented in the statements. In addition, the bidder should submit a bank reference.

If the information is not supplied with the bid proposal, the State may still require the bidder to submit it. If the bidder fails to comply with the request within seven (7) business days, the State may deem the proposal non-responsive.

The bidder may designate specific financial information as not subject to disclosure when the bidder has a good faith legal/factual basis for such assertion. The bidder may submit specific financial documents in a separate, sealed package clearly marked "Confidential-Financial Information" along with its Bid Proposal.

The State reserves the right to make the determination whether to accept the bidder's assertion of confidentiality and will advise the bidder accordingly.

#### 4.4.6 PRICING

The bidder must submit its pricing using the format set forth in the State supplied Pricing Schedule. This Pricing Schedule is located on the Advertised Solicitation, Current Bid Opportunities webpage: <http://www.state.nj.us/treasury/purchase/bid/summary/07x37695.shtml>. Failure to submit all information required will result in the bid being considered non-responsive. Each bidder is required to hold its prices firm through issuance of contract.

#### 4.4.7 PRICE SHEETING INSTRUCTIONS

**NOTE:** Bidders shall offer one brand per category on each page of the Pricing Schedule. The Pricing Schedule can be duplicated if bidding more than one brand per category.

##### 4.4.7.1 REQUIRED INFORMATION ON PRICING SHEETS

The bidder shall provide, for each manufacturer/brand being offered, the following information:

- Manufacturer/Brand Line/Model/Series
- Price List Number/Date/Pages
- Discount from submitted price list (provide discount for each pricing tier) for spotted and platform delivery
- Warranty period (Required warranty is per RFP specifications. Provide warranty only if longer than specified in this RFP). A warranty less than specified is not acceptable. For files, bidder to list high wear items if applicable on Pricing Schedule.
- Delivery Days ARO



Failure to provide this information on the Pricing Schedule will be cause for rejection of your bid proposal for that manufacturer/brand line only. All applicable Pricing Schedule pages (Categories A through D & D1) must be attached to the bid documentation. The categories are outlined in Section 3.0

#### 4.4.7.2 GROUPING

The bidder must bid all lines in a brand grouping (all three pricing tiers) for both spotted and platform delivery in order to be considered for that brand grouping only.

#### 4.4.7.3 DISCOUNTS

Bidders shall submit discounts off the most current catalog(s) and/or price list(s) for the appropriate category of the corresponding Pricing Schedule.

Bidder shall provide one discount for each dollar range within a brand grouping. The identical brand line must be offered for each of the three (3) line groupings. The three dollar ranges within the grouping are as follows:

Up to \$50,000.00  
\$50,000.01 to \$150,000.00  
\$150,000.01 to \$350,000.00

#### 4.4.7.4 MANUFACTURER'S PRICE LISTS AND DESCRIPTIVE LITERATURE

Bidders are required to furnish their catalog(s) and/or price list(s) with their proposals. Price list(s) for specific catalog(s) should include the item description as well as price. Page numbers referencing the item location in the catalog should also be included. An identification number and date should appear on each price list and/or catalog(s) submitted for clarification. All price lists submitted are to be properly labeled, indicating the bidder's name, address and bid number. Envelopes or packages containing catalogs and/or price lists(s) must be identified on the outside with the bid identification number. Only those items offered in the catalog(s) and/or price list(s) submitted will be considered for a contract award.

The latest, most current PREPRINTED PUBLISHED price list of each manufacturer represented in the bidder's bid proposal, and a listing of the discount to apply on the entire brand line must be submitted with the bid proposal in order to be eligible for consideration. Failure to submit the latest PREPRINTED PUBLISHED price list will be cause for rejection of the bid proposal for that manufacturer brand line only.

The current dated price list will be that price list with the latest preprinted date submitted by any bidder responding to this RFP for the product line offered. The effective date of the price list offered must be prior to the bid opening date of the RFP.

In cases where two or more price lists are identical in price and item listing, but differ in date, the price list containing the latest preprinted date will be evaluated as being the current price list. The State's determination in this regard shall be final.

The State reserves the right to obtain from the manufacturer, the price list to be used for bid evaluation. Should this occur, the bidder will be afforded the opportunity to accept the manufacturer's price list for the contract or withdraw its bid proposal.

#### 4.4.8 SUBCONTRACTOR(S)

- A. **All bidders** must complete the **Notice of Intent to Subcontract Form** whether or not they intend to utilize subcontractors in connection with the work set forth in this RFP. If the bidder intends to utilize subcontractor(s), then the **Subcontractor Utilization Plan** must also be submitted with the bid.
- B. Should the bidder propose to utilize a subcontractor(s) to fulfill any of its obligations, the bidder shall be responsible for the subcontractor's(s): (a) performance; (b) compliance with all of the terms and conditions of the contract; and (c) compliance with the requirements of all applicable laws.
- C. The bidder must provide a detailed description of services to be provided by each subcontractor, referencing the applicable Section or Subsection of this RFP.
- D. The bidder should provide detailed resumes for each subcontractor's management, supervisory and other key personnel that demonstrate knowledge, ability and experience relevant to that part of the work which the subcontractor is designated to perform.
- E. The bidder should provide documented experience to demonstrate that each subcontractor has successfully performed work on contracts of a similar size and scope to the work that the subcontractor is designated to perform in the bidder's proposal.
- F. In addition, primary contractors must provide, on a monthly and cumulative basis, a breakdown in accordance with the budget submitted, of all monies paid to any subcontractor registered as a small business with the New Jersey Commerce and Economic Growth Commission. This breakdown shall be sent to the Purchase Bureau Business Unit, Set-Aside Coordinator.

#### 4.4.9 MANUFACTURER'S CERTIFICATION/DESIGNATED DEALERS/DISTRIBUTORS

If the contractor is not the manufacturer of the product, the contractor must submit written authorization or certification from the manufacturer stating that the contractor is an authorized dealer/distributor for the product(s) bid. The certification must be on the official letterhead of the respective manufacturer and signed by a responsible official of that company. The manufacturer's letter of certification shall identify the contractor.

If unable to submit the required certification with its bid proposal, the bidder shall submit same by certified mail within seven (7) calendar days after the bid opening date. Failure to submit required certification shall cause the bid for that brand to be disqualified.

Certification letters received in response to this requirement cannot be withdrawn by the manufacturer once accepted by the State. The Director reserves the right to accept or reject any requests for withdrawal of certification letters.

The manufacturer's letter of certification should contain the date, the bid identification number, bidder and brand as well as indicating certification for the entire State.

If a manufacturer is submitting a proposal, the manufacturer shall provide dealer information in the following format:

Dealer Name  
Dealer Address  
City, State, Zip  
Contact Person  
Telephone

Fax#

Email address

The manufacturer shall update its authorized dealer list on its website when adding or removing dealers.

#### 4.4.10 MANUFACTURER'S CERTIFICATION OF COMPLIANCE

Per Section 3.4.1 and 3.5.1, the bidder shall submit a Certification of Compliance for each brand of lateral and vertical files offered as specified in the aforementioned sections. Failure to provide this Certification of Compliance will be cause for rejection of the applicable brand(s) of filing cabinets offered.

## **5.0 SPECIAL CONTRACTUAL TERMS AND CONDITIONS**

### **5.1 PRECEDENCE OF SPECIAL CONTRACTUAL TERMS AND CONDITIONS**

The contract awarded as a result of this RFP shall consist of this RFP, addendum to this RFP, the contractor's bid proposal and the Division's Notice of Award.

Unless specifically stated within this RFP, the Special Contractual Terms and Conditions of the RFP take precedence over the NJ Standard Terms and Conditions version 05 09 06 located on the Advertised Solicitation, Current Bid Opportunities webpage:  
<http://www.state.nj.us/treasury/purchase/bid/summary/07x37695.shtml>.

In the event of a conflict between the provisions of this RFP, including the Special Contractual Terms and the NJ Standard Terms and Conditions version 05 09 06, and any Addendum to this RFP, the Addendum shall govern.

In the event of a conflict between the provisions of this RFP, including any Addendum to this RFP, and the bidder's bid proposal, the RFP and/or the Addendum shall govern.

### **5.2 CONTRACT TERM AND EXTENSION OPTION**

The term of the contract shall be for a period of three (3) years. The anticipated "Contract Effective Date" is provided on the signatory page of this RFP:  
<http://www.state.nj.us/treasury/purchase/bid/summary/07x37695.shtml>. If delays in the procurement process result in a change to the anticipated Contract Effective Date, the bidder agrees to accept a contract for the full term of the contract. The contract may be extended for all or part of two one-year periods, by the mutual written consent of the contractor and the Director. Purchase orders may be placed against the contract up to and including the end of business on the last day of the contract, for delivery no more than 45 days after contract expiration.

### **5.3 CONTRACT TRANSITION**

In the event that a new contract has not been awarded prior to the contract expiration date, as may be extended herein, it shall be incumbent upon the contractor to continue the contract under the same terms and conditions until a new contract can be completely operational. At no time shall this transition period extend more than one hundred twenty (120) days beyond the expiration date of the contract.

### **5.4 CONTRACT AMENDMENT**

Any changes or modifications to the terms of the contract shall be valid only when they have been reduced to writing and signed by the contractor and the Director.

### **5.5 CONTRACTOR'S WARRANTY**

- a) The Contractor is responsible for the quality, technical accuracy, timely completion and delivery of all deliverables and other services to be furnished by the Contractor under the Contract. The Contractor agrees to perform in a good, skillful and timely manner all services set forth in the Contract.
- b) The Contractor shall, without additional compensation, correct or revise any errors, omissions, or other deficiencies in its services and deliverables furnished under the Contract. The approval of interim deliverables furnished under the Contract shall not in any way relieve the Contractor of fulfilling all of its obligations under the Contract. The acceptance or payment for any of the services rendered under the Contract shall not be construed as a waiver by the State or Agency, of any rights under the agreement or of any cause of action arising out of the Contractor's performance of the Contract.

- c) The acceptance of, approval of or payment for any of the services performed by the Contractor under the Contract shall not constitute a release or waiver of any claim the State or Agency, has or may have for latent defects or errors or other breaches of warranty or negligence.

## 5.6 ITEMS ORDERED AND DELIVERED

The Using Agencies are authorized to order and the contractors are authorized to ship only those items covered by the contracts resulting from this RFP. If a review of orders placed by the Using Agencies reveal that material other than that covered by the contract has been ordered and delivered, such delivery shall be a violation of the terms of the contract and may be considered by the Director as a basis to terminate the contract and/or as a basis not to award the contractor a subsequent contract. The Director may take such steps as are necessary to have the items returned by the Agency, regardless of the time between the date of delivery and discovery of the violation. In such event, the contractor shall reimburse the State the full purchase price.

The contract involves items which are necessary for the continuation of ongoing critical State services. Any delay in delivery of these items would disrupt State services and would force the State to immediately seek alternative sources of supply on an emergency basis. Timely delivery is critical to meeting the State's ongoing needs.

## 5.7 REMEDIES FOR FAILURE TO COMPLY WITH MATERIAL CONTRACT REQUIREMENTS

In the event that the contractor fails to comply with any material contract requirements, the Director may take steps to terminate the contract in accordance with the State administrative code and/or authorize the delivery of contract items by any available means, with the difference between the price paid and the defaulting contractor's price either being deducted from any monies due the defaulting contractor or being an obligation owed the State by the defaulting contractor.

## 5.8 MANUFACTURING/PACKAGING REQUIREMENTS

5.8.1 All products must conform in every respect to the standards and regulations established by Federal and New Jersey State laws.

5.8.2 All products shall be manufactured and packaged under modern sanitary conditions in accordance with federal and state law and standard industry practice.

5.8.3 All products are to be packaged in sizes as specified in this RFP and shall be packaged in such a manner as to ensure delivery in first class condition and properly marked for identification. All shipments must be comprised of original cartons associated with the commercial industry represented by the actual product contained within each carton. Deliveries containing re-used, re-labeled, re-worked or alternate cartons are subject to rejection by the The State at the contractor's expense.

## 5.9 CLAIMS

All claims asserted against the State by the contractor shall be subject to the New Jersey Tort Claims Act, N.J.S.A. 59:1-1.1, et seq., and/or the New Jersey Contractual Liability Act, N.J.S.A. 59:13-1, et seq.

**5.10 CONTRACT ACTIVITY REPORT**

In conjunction with the standard record keeping requirements of this contract, as required by in paragraph 3.19 of the NJ Standard Terms and Conditions version 05 09 06, located on the Advertised Solicitation, Current Bid Opportunities webpage <http://www.state.nj.us/treasury/purchase/bid/summary/07x37695.shtml>, contractor(s) must provide, on a calendar quarter basis, to the Purchase Bureau buyer assigned, a record of all purchases made under its contract award resulting from this Request for Proposal. This includes purchases made by all using agencies including the State and political subdivisions thereof. This reporting requirement includes sales to State using agencies and, if permitted under the terms of the contract, sales to counties, municipalities, school districts, volunteer fire departments, first aid squads and rescue squads, and independent institutions of higher education. The requirement also includes sales to State and County Colleges and Quasi-State Agencies. Quasi-State Agencies include any agency, commission, board, authority or other such governmental entity which is established and is allocated to a State department or any bi-state governmental entity of which the State of New Jersey is a member.

This information must be provided in a tabular format such that an analysis can be made to determine the following:

- Contractor’s total sales volume to each purchaser under the contract, subtotaled by product, including, if applicable, catalog number and description, price list with appropriate page reference and/or contract discount applied.
- Total dollars paid to subcontractors.

Submission of purchase orders, confirmations, and/or invoices do not fulfill this contract requirement for information.

Contractors are strongly encouraged to submit the required information in electronic spreadsheet format. The Purchase Bureau uses Microsoft Excel.

**SAMPLE CONTRACT ACTIVITY REPORT**

<b>For the Period: 09/01/06 through 12/31/06</b>							
<b>Ordering Agency</b>	<b>State Agency or Political Subdivision</b>	<b>Contact Person, Phone#</b>	<b>City and Zip Code</b>	<b>Catalog Item # &amp; Description</b>	<b>P.L. with Page Reference and/or Discount Applied</b>	<b>Subtotal by Product</b>	<b>Amount Paid to Subcontractors</b>
						<b>Total Sales for Ordering Agency</b>	<b>Total Paid to Subcontractors</b>

Failure to report this mandated information will be a factor in future award decisions. The report information may be provided by the use of the NJ contract website.

## 5.11 METHOD OF OPERATION AND ORDERING INSTRUCTIONS

State Agencies are under obligation to first contact DEPTCOR regarding all furniture procurements, to assess the viability of purchasing the furniture manufactured and provided by State Use Industries. See note in Section 3.6 regarding purchasing of task chairs.

5.11.1 All purchases exceeding \$1,000.00 for State Agencies will be reviewed by the Division of Property Management and Construction (DPMC), Attention: Project Manager.

5.11.2 All purchases are subject to procurement circular PC 92-09 GSA, 06-06-DPP, and any update thereto.

5.11.3 Purchase orders exceeding \$20,000.00, upon DPMC approval, are to be submitted to the Purchase Bureau for release.

5.11.4 For purchase orders totaling less than \$1,000 using agency shall issue agency contract release order to appropriate contract vendor(s). For purchase orders totaling \$1,000 to \$20,000.00 –Upon DPMC approval, using agency shall issue contract release order to appropriate contract vendor(s).

State agencies should refer to the following website for updates to any of the above instructions:  
[http://tnett.tmis.treas.state.nj.us/intra\\_tre/Pur&Prop/approvals.htm](http://tnett.tmis.treas.state.nj.us/intra_tre/Pur&Prop/approvals.htm)

## 5.12 UNIT PRICE MAXIMUMS

The following are the net unit price maximums that will be allowed under this contract:

<b>Item</b>	<b>Unit Price</b>
Chair, Executive Side	400
Chair, Professional Side	380
Chair, Lounge/Waiting	580
Chair, Executive Task High Back (Ergo Class II & III)	580
Chair, Professional Task (Ergo Class I)	425
Chair, Secretarial Task (Ergo Class I)	425
Chair, Conference-Fixed Leg	380
Chair, Conference Swivel/Casters	425
Chair, Stacking	100
Desk, Executive	1,160
Desk, Professional	1,000
Desk, Secretarial/Return	1,365
Credenza	1,050
Sofa, two seat	895
Sofa, three seat	1,160
Table, Conference 5' x 2'6"	575
Table, Conference 6' x 3'	700
Table, Conference 8' x 3'6"	790
Table, Conference 10' x 3'6"	945
Table, Conference 12' x 4'	1,315
Table, Coffee	370
Table, Occasional	315

Table, Workroom 5' x 2'6"	470
Table, Workroom 6' x 3'	640
Table, Workroom 8' x 3'6"	725
Table, Workroom 10' x 3'6"	850

### 5.13 CONTRACT PRICE INCREASE (PREVAILING WAGE)

If the Prevailing Wage Act (N.J.S.A. 34:11-56 et seq.) is applicable to the contract, the contractor may apply to the Director, on the anniversary of the effective date of the contract, for a contract price increase. The contract price increase will be available only for an increase in the prevailing wages of trades and occupations covered under this contract during the prior year. The contractor must substantiate with documentation the need for the increase and submit it to the Director for review and determination of the amount, if any, of the requested increase, which shall be available for the upcoming contract year. No retroactive increases will be approved by the Director.

### 5.14 CONTRACTOR RESPONSIBILITIES

The contractor shall have sole responsibility for the complete effort specified in the contract. Payment will be made only to the contractor. The contractor shall have sole responsibility for all payments due any subcontractor.

The contractor is responsible for the professional quality, technical accuracy and timely completion and submission of all deliverables, services or commodities required to be provided under the contract. The contractor shall, without additional compensation, correct or revise any errors, omissions, or other deficiencies in its deliverables and other services. The approval of deliverables furnished under this contract shall not in any way relieve the contractor of responsibility for the technical adequacy of its work. The review, approval, acceptance or payment for any of the services shall not be construed as a waiver of any rights that the State may have arising out of the contractor's performance of this contract.

### 5.15 SUBSTITUTION OR ADDITION OF SUBCONTRACTOR(S)

This Subsection serves to supplement but not to supersede Section 3.13 of the NJ Standard Terms and Conditions version 05 09 06 of this RFP.

If it becomes necessary for the contractor to substitute a subcontractor, add a subcontractor or substitute its own staff for a subcontractor, the contractor will identify the proposed new subcontractor or staff member(s) and the work to be performed. The contractor is required to provide detailed justification documenting the necessity for the substitution or addition.

The contractor is to provide detailed resumes of its proposed replacement staff or of the proposed subcontractor's management, supervisory and other key personnel that demonstrate knowledge, ability and experience relevant to that part of the work which the subcontractor is to undertake.

The qualifications and experience of the replacement(s) are to equal or exceed those of similar personnel proposed by the contractor in its bid proposal.

The contractor is required to forward a written request to substitute or add a subcontractor or to substitute its own staff for a subcontractor to the State Contract Manager for consideration. If the State Contract Manager approves the request, the State Contract Manager will forward the request to the Director for final approval.



No substituted or additional subcontractors are authorized to begin work until the contractor has received written approval from the Director.

## 6.0 PROPOSAL EVALUATION

### 6.1 CONTRACT EVALUATION

The following criteria will be used to evaluate all bid proposals that meet the requirements of this RFP. The criteria are not listed in order of importance:

#### 6.1.1 Price

Bidders will be cost ranked by the discounts offered from the most current manufacturer's price list which will result in the lowest net prices to the State for each manufacturer's line the bidder has selected. The spotted discounts for the three (3) dollar ranges will be averaged for the evaluation process. In the event of a tie, the first two (2) dollar ranges will be averaged.

Prices on this bid proposal must be the best prices offered within the past year--whether the current market price, or that have been provided to similarly situated most favored customers having the same terms and conditions as listed herein.

The State will compare pricing with other states, Quasi-State agencies, and Cooperative Purchasing organizations such as U.S. Communities. The State reserves the right to make a final determination as to comparable pricing for NJ State contracts. It will not permit a contract award for any brand with submitted pricing and discounts that are determined as not being in the best interest of the State of NJ. This includes comparable discounts between spotted and platform delivery pricing.

Note: Only the brands that have been deemed as standardized manufacturers can be bid. Those manufacturers are listed in Section 3.2 of this RFP.

No brand is guaranteed a contract simply by qualifying under the criteria specified in N.J.S.A. 52:34-12.1. A brand that has qualified under the terms of the State has gained the right to be *eligible* for a contract with the State of New Jersey, not the right to be awarded a contract.

#### 6.1.2 Experience of the bidder

6.1.3 The bidder's past performance under similar contracts, including if applicable, the Division's vendor performance database.

6.1.4 Adequacy of sales staff and qualified furniture design and engineering consultants to assist the State personnel with selection and design services.

6.1.5 Responsiveness of the bidder with respect to the published price list(s) submitted. They should be adequate for the evaluators to analyze the bid proposal.

6.1.6 Delivery schedule as listed in the bid proposal.

6.1.7 Completeness of brand line - Awards will not be made on a line (single) item basis. It is not considered to the advantage of the State to award a contract for single items.

6.1.8 Comparison of discount range between platform & spotted delivery pricing.

## **6.2 ORAL PRESENTATION AND/OR CLARIFICATION OF BID PROPOSAL**

Prior to contract award and with the exception of scheduling a review of submitted bids, unless requested by the State, contact with the State is limited to status inquiries only and such inquiries are only to be directed to the buyer. Any further contact or information about the proposal with the buyer or any other State official connected with the solicitation will be considered an impermissible supplementation of the bidder's bid proposal.

The bidder may be required to give an oral presentation to the State concerning its bid proposal. The State may also require the bidder to submit written responses to questions regarding its bid proposal.

The purpose of such communication with the bidder, either through an oral presentation or a letter of clarification, is to provide an opportunity for the bidder to clarify or elaborate on its bid proposal. Original bid proposals submitted, however, cannot be supplemented, changed, or corrected in any way. No comments regarding other bid proposals are permitted. Bidders may not attend presentations made by their competitors.

It is within the State's discretion whether to require the bidder to give an oral presentation or require the bidder to submit written responses to questions regarding its bid proposal. Action by the State in this regard should not be construed to imply acceptance or rejection of a bid proposal. The Purchase Bureau buyer will be the sole point of contact regarding any request for an oral presentation or clarification.

## **6.3 BID DISCREPANCIES**

In evaluating bids:

- Discrepancies between words and figures will be resolved in favor of words.
- Discrepancies between unit prices and totals of unit prices will be resolved in favor of unit prices.
- Discrepancies in the multiplication of units of work and unit prices will be resolved in favor of the unit prices.
- Discrepancies between the indicated total of multiplied unit prices and units of work and the actual total will be resolved in favor of the actual total.
- Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the corrected sum of the column of figures.

## **7.0 CONTRACT AWARD**

### **7.1 DOCUMENTS REQUIRED BEFORE CONTRACT AWARD**

#### **7.1.1 REQUIREMENTS OF N.J.S.A. 19:44A-20.13-25 (FORMERLY EXECUTIVE ORDER 134)**

In order to safeguard the integrity of State government procurement by imposing restrictions to insulate the negotiation and award of State contracts from political contributions that pose the risk of improper influence, purchase of access, or the appearance thereof, the Legislature enacted N.J.S.A. 19:44A-20.13 – 25 on March 22, 2005 the "Legislation", retroactive to October 15, 2004, superseding the terms of Executive Order 134. Pursuant to the requirements of the Legislation, the terms and conditions set forth in this section are material terms of any contract resulting from this RFP:

### 7.1.1.1 DEFINITIONS

For the purpose of this section, the following shall be defined as follows:

a) Contribution – means a contribution reportable as a recipient under “The New Jersey Campaign Contributions and Expenditures Reporting Act.” P.L. 1973, c. 83 (C.19:44A-1 et seq.), and implementing regulations set forth at N.J.A.C. 19:25-7 and N.J.A.C. 19:25-10.1 et seq. Through December 31, 2004, contributions in excess of \$400 during a reporting period were deemed "reportable" under these laws. As of January 1, 2005, that threshold was reduced to contributions in excess of \$300.

b) Business Entity – means any natural or legal person, business corporation, professional services corporation, Limited Liability Company, partnership, limited partnership, business trust, association or any other legal commercial entity organized under the laws of New Jersey or any other state or foreign jurisdiction. The definition of a business entity includes (i)all principals who own or control more than 10 percent of the profits or assets of a business entity or 10 percent of the stock in the case of a business entity that is a corporation for profit, as appropriate; (ii)any subsidiaries directly or indirectly controlled by the business entity; (iii)any political organization organized under section 527 of the Internal Revenue Code that is directly or indirectly controlled by the business entity, other than a candidate committee, election fund, or political party committee; and (iv)if a business entity is a natural person, that person’s spouse or child, residing in the same household.

### 7.1.1.2 BREACH OF TERMS OF THE LEGISLATION

It shall be a breach of the terms of the contract for the Business Entity to (i)make or solicit a contribution in violation of the Legislation, (ii)knowingly conceal or misrepresent a contribution given or received; (iii)make or solicit contributions through intermediaries for the purpose of concealing or misrepresenting the source of the contribution; (iv)make or solicit any contribution on the condition or with the agreement that it will be contributed to a campaign committee or any candidate of holder of the public office of Governor, or to any State or county party committee; (v)engage or employ a lobbyist or consultant with the intent or understanding that such lobbyist or consultant would make or solicit any contribution, which if made or solicited by the business entity itself, would subject that entity to the restrictions of the Legislation; (vi)fund contributions made by third parties, including consultants, attorneys, family members, and employees; (vii)engage in any exchange of contributions to circumvent the intent of the Legislation; or (viii)directly or indirectly through or by any other person or means, do any act which would subject that entity to the restrictions of the Legislation.

### 7.1.1.3 CERTIFICATION AND DISCLOSURE REQUIREMENTS

a) The State shall not enter into a contract to procure from any Business Entity services or any material, supplies or equipment, or to acquire, sell or lease any land or building, where the value of the transaction exceeds \$17,500, if that Business Entity has solicited or made any contribution of money, or pledge of contribution, including in-kind contributions to a candidate committee and/or election fund of any candidate for or holder of the public office of Governor, or to any State or county political party committee during certain specified time periods

b) Prior to awarding any contract or agreement to any Business Entity, the Business Entity proposed as the intended awardee of the contract shall submit the Certification and Disclosure form, certifying that no contributions prohibited by the Legislation have been made by the Business Entity and reporting all contributions the Business Entity made

during the preceding four years to any political organization organized under 26 U.S.C.527 of the Internal Revenue Code that also meets the definition of a “continuing political committee” within the mean of N.J.S.A. 19:44A-3(n) and N.J.A.C. 19:25-1.7. The required form and instructions, available for review on the Purchase Bureau website at <http://www.state.nj.us/treasury/purchase/forms.htm#eo134> , shall be provided to the intended awardee for completion and submission to the Purchase Bureau with the Notice of Intent to Award. Upon receipt of a Notice of Intent to Award a Contract, the intended awardee shall submit to the Division, in care of the Purchase Bureau Buyer, the Certification and Disclosure(s) within five (5) business days of the State’s request. Failure to submit the required forms will preclude award of a contract under this RFP, as well as future contract opportunities.

c) Further, the Contractor is required, on a continuing basis, to report any contributions it makes during the term of the contract, and any extension(s) thereof, at the time any such contribution is made. The required form and instructions, available for review on the Purchase Bureau website at <http://www.state.nj.us/treasury/purchase/forms.htm#eo134> , shall be provided to the intended awardee with the Notice of Intent to Award.

#### **7.1.1.4 STATE TREASURER REVIEW**

The State Treasurer or his designee shall review the Disclosures submitted pursuant to this section, as well as any other pertinent information concerning the contributions or reports thereof by the intended awardee, prior to award, or during the term of the contract, by the contractor. If the State Treasurer determines that any contribution or action by the contractor constitutes a breach of contract that poses a conflict of interest in the awarding of the contract under this solicitation, the State Treasurer shall disqualify the Business Entity from award of such contract.

#### **7.1.1.5 ADDITIONAL DISCLOSURE REQUIREMENT OF P.L. 2005, C. 271**

Contractor is advised of its responsibility to file an annual disclosure statement on political contributions with the New Jersey Election Law Enforcement Commission (ELEC), pursuant to P.L. 2005, c. 271, section 3 if the contractor receives contracts in excess of \$50,000 from a public entity in a calendar year. It is the contractor’s responsibility to determine if filing is necessary. Failure to so file can result in the imposition of financial penalties by ELEC. Additional information about this requirement is available from ELEC at 888-313-3532 or at [www.elec.state.nj.us](http://www.elec.state.nj.us).

#### **7.1.2 SOURCE DISCLOSURE REQUIREMENTS**

##### **7.1.2.1 REQUIREMENTS OF N.J.S.A. 52:34-13.2**

Under the referenced statute, effective August 3, 2005, all contracts primarily for services awarded by the Director shall be performed within the United States, except when the Director certifies in writing a finding that a required service cannot be provided by a contractor or subcontractor within the United States and the certification is approved by the State Treasurer.

##### **7.1.2.2 SOURCE DISCLOSURE REQUIREMENTS**

Pursuant to the statutory requirements, the intended awardee of a contract primarily for services with the State of New Jersey must disclose the location by country where services under the contract, including subcontracted services, will be performed. The Source Disclosure Certification form located on the Advertised Solicitation, Current Bid Opportunities webpage <http://www.state.nj.us/treasury/purchase/bid/summary/07x37695.shtml>.

**FAILURE TO SUBMIT SOURCING INFORMATION WHEN REQUESTED BY THE STATE SHALL PRECLUDE AWARD OF A CONTRACT TO THE BIDDER.**

If any of the services cannot be performed within the United States, the bidder shall state with specificity the reasons why the services cannot be so performed. The Director shall determine whether sufficient justification has been provided by the bidder to form the basis of his certification that the services cannot be performed in the United States and whether to seek the approval of the Treasurer.

### **7.1.2.3 BREACH OF CONTRACT OF EXECUTIVE ORDER 129**

#### **A SHIFT TO PROVISION OF SERVICES OUTSIDE THE UNITED STATES DURING THE TERM OF THE CONTRACT SHALL BE DEEMED A BREACH OF CONTRACT.**

If, during the term of the contract, the contractor or subcontractor, who had on contract award declared that services would be performed in the United States, proceeds to shift the performance of any of the services outside the United States, the contractor shall be deemed to be in breach of its contract, which contract shall be subject to termination for cause pursuant to Section 3.5b.1 of the Standard Terms and Conditions version 05 09 06 of the RFP, unless previously approved by the Director and the Treasurer.

### **7.2 FINAL CONTRACT AWARD**

Contract awards shall be made with reasonable promptness by written notice to those responsible bidders, whose bid proposals, conforming to this RFP, are most advantageous to the State, price, and other factors considered. Any or all bid proposals may be rejected when the State Treasurer or the Director determines that it is in the public interest to do so.

Award shall be made to the lowest responsive bidder for each standardized brand, based on the criteria listed in Section 6.0.

### **7.3 INSURANCE CERTIFICATES**

The contractor shall provide the State with current certificates of insurance for all coverages required by the terms of this contract, naming the State as an Additional Insured.

## **8.0 CONTRACT ADMINISTRATION**

### **8.1 CONTRACT MANAGER**

The State Contract Manager is the State employee responsible for the overall management and administration of the contract.

The State Contract Manager for this project will be identified at the time of execution of contract. At that time, the contractor will be provided with the State Contract Manager's name, department, division, agency, address, telephone number, fax phone number, and email address.

#### **8.1.1 STATE CONTRACT MANAGER RESPONSIBILITIES**

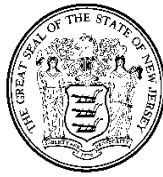
For an agency contract where only one State office uses the contract, the State Contract Manager will be responsible for engaging the contractor, assuring that Purchase Orders are issued to the contractor, directing the contractor to perform the work of the contract, approving the deliverables and approving payment vouchers. The State Contract Manager is the person that the contractor will contact after the contract is executed for answers to any questions and concerns about any aspect of the contract. The State Contract Manager is responsible for coordinating the use and

resolving minor disputes between the contractor and any component part of the State Contract Manager's Department.

If the contract has multiple users, then the State Contract Manager shall be the central coordinator of the use of the contract for all Using Agencies, while other State employees engage and pay the contractor. All persons and agencies that use the contract must notify and coordinate the use of the contract with the State Contract Manager.

#### **8.1.2 COORDINATION WITH THE STATE CONTRACT MANAGER**

Any contract user that is unable to resolve disputes with a contractor shall refer those disputes to the State Contract Manager for resolution. Any questions related to performance of the work of the contract by contract users shall be directed to the State Contract Manager. The contractor may contact the State Contract Manager if the contractor can not resolve a dispute with contract users.



# State of New Jersey

DEPARTMENT OF THE TREASURY  
DIVISION OF PURCHASE AND PROPERTY  
PURCHASE BUREAU  
P.O. Box 230  
TRENTON, NEW JERSEY 08625-0230

JON S. CORZINE  
*Governor*

BRADLEY I. ABELOW  
*State Treasurer*

## **ADDENDUM #1 T-0408**

### **SOLICITATION #37695**

August 14, 2006

**To:** All Interested Bidders

**Re: RFP #: 07-X-37695  
FURNITURE, OFFICE & LOUNGE NON-MODULAR & FILES**

**Bid Due Date: September 22, 2006 (2:00 p.m.)**

#### **ADDENDUM #1**

The following constitutes Addendum #1 to the above referenced solicitation. This addendum is divided into the following parts:

Part 1: Answers to questions.

Part 2: Additions, deletions, clarifications and modifications to the RFP

It is the bidder's responsibility to ensure that all changes are incorporated into the original RFP.

All other instructions, terms and conditions of the RFP shall remain the same.



**PART 1**  
**FURNITURE, OFFICE & LOUNGE NON-MODULAR & FILES**  
**Bid Number 07-X-37695**

**Answers to Questions**

Note: Some of the questions have been paraphrased in the interest of readability and clarity. Each question is referenced by the appropriate RFP page number(s) and section where applicable.

#	Page #	RFP Section Reference	Question	Answer
1.	14	3.2 Eligible Brands	I currently hold this contract with DSI Industries. Can I submit additional lines for consideration?	Yes, if the brand is listed in Section 3.2. If not listed, follow instructions in this section regarding request for brand standardization.
2.	N/A	Form	The Cooperative Purchase form Adobe PDF (417kb) was a damaged file that could not be repaired or opened. Please forward new link.	A copy of the Cooperative Purchase form will be available at the Bidder's Conference if needed.
3.	14	3.2 Eligible Brands	We thought the new contract was going to be open to add any new brands and products. Why has it changed to brands that have been previously sold? More product lines lower end cost to the State.	See Section 3.2. Additional brands will be considered as outlined in this section. This had not been "changed" to brands that have been previously sold. The State's previous contract and ALL other furniture contracts use the identical standard. The statute N.J.S.A. 52:34-12.1 regarding multiple vendors states that all multiple award contracts (MACs) must meet at least one of the criteria listed within the statute. The only criterion applicable to non-modular furniture is standardization and the State has set forth its requirements to meet standardization within this bid. (These requirements are much less stringent than the previous contract.)
4.	14	3.2 Eligible Brands	Under justification of new products, can the \$50,000 limit of invoices be of any government, quasi agency, not	All invoices submitted must be from users referenced in Section 3.2 in the State of New Jersey only. The

#	Page #	RFP Section Reference	Question	Answer
			just New Jersey?	timeframe for sales is the current contract period-- 8/15/03 to present.
5.	14	3.2 Eligible Brands	Can any invoices totaling \$50,000 be non-government as a reference?	No. See Section 3.2.
6.	14	3.2 Eligible Brands	Invoices submitted by 8-16-06 seems too soon in order to justify your request, can it be extended to the bid date?	The <b>final</b> cutoff date for submitted invoices is extended to 09-08-06.
7.	48	3.10.6 Type of Delivery and 5.13 Prevailing Wage	Why is there a clause for prevailing wage? Most of the furniture is spotted desks, computer L's, "U" stations & chairs and is not like putting a panel system together. This would increase the cost tremendously to the State of New Jersey by almost 40%.	The Purchase Bureau is well aware of vendor concerns regarding Prevailing Wage. The Dept. of Labor makes determinations as to when Prevailing Wage is appropriate. This issue will be addressed at the bid conference.
8.	48	3.10.6 Type of Delivery and 5.13 Prevailing Wage	If a company is a small business and woman owned, why should we have to pay 50 to 60 dollars an hour to deliver office furniture under prevailing wage and put our companies in a financial dilemma or even out of business? There has to be an amendment excluding small business in some fair way.	See Above.
9.	17	3.4 Specifications for Lateral Files	The RFP states that files must be tested by a facility listed on the BIFMA website. If our company has an A2LA accredited test lab, will certification be accepted from a A2LA accredited test lab? The 4 drawer approximate height range is 52.5" to 54". Our 4 drawer height is 51.5". Will 51.5" height on the 4 drawer lateral file cabinet be acceptable?	Yes, assuming it can test and verify compliance as required by this RFP. Yes, the 51.5" height is acceptable.
10.	19	3.4.8 Drawer construction	Drawer construction states that if needed the drawer compressor shall be an option for the drawer design at no additional cost. We do not offer a drawer compressor for our lateral files and I am not aware	No. A drawer compressor is not mandatory for this contract.

#	Page #	RFP Section Reference	Question	Answer
			of any lateral file manufacturers that currently offer a drawer compressor. Is a drawer compressor option mandatory for this contract?	
11.	34	3.20.2 Price List Update	Seeing that this RFP is being submitted late in the year and the contract will not be effective until very late in the year or early 2007 it does not seem fair that we have to submit a current price list for the contract that for most manufacturers will be obsolete by the time the contract is awarded. It would be more fair to allow us to change our list prices after 6 months instead of having to wait 18 months before prices could be changed or allow us to submit a current price list with a projected price increase for 2007. Please consider changing the price list update requirements.	This request will not be considered. Discounts should be bid accordingly, taking into consideration that the price list submitted must remain firm for the first 18 months of the contract.
12.	35	3.23 Website Support	You state that after contract award, each contractor must provide a website from which using agencies will be able to obtain and print a price quotation and the website shall store quotes for retrieval for up to 60 business days. Is this a mandatory requirement? Our quotes would be provided by our authorized dealer/distributors.	Yes, this is a mandatory requirement.
13.	42	4.4.8 Subcontractors	When our authorized dealers or distributors are used for installation services are they considered subcontractors and if so is a Subcontractor Utilization Plan required to be submitted with the bid listing all of our participating dealers that will be providing installation services when required?	Yes and Yes.
14	14	3.2 Eligible Brands	Why are you excluding new vendors from doing work with the State--how do new furniture vendors work with the State? In the past you had to meet the	Due to an Appellate Court ruling, the State awarded contracts for brands must meet the criteria of N.J.S.A. 52:34-12.1 and be

#	Page #	RFP Section Reference	Question	Answer
			<p>specification requirements. Now you are excluding 95% of all the furniture brands in the nation. Is this good for the State and where and how is this challenged?</p>	<p>standardized by State Using Agencies. Therefore, only those brands that had been purchased by State Agencies during the previous contract period in an excess of \$50,000 are considered as being standardized. However, new brands that had been sold to the Cooperative Purchasing Partners can be submitted for consideration. See Section 3.2 for adding new brands. There were 89 brands on the previous State contract. There were 189 on the contract prior to that. The State did not suffer damage with the loss of those "extra" one hundred brands. The brands that are included in the RFP had sold more than \$50,000.00 to State Agencies. We are welcoming to the list any brand that had sold a combined total of \$50,000.00 to the State Agencies and/or the Cooperative Purchasing Partners.</p>
15.	14	3.2 Eligible Brands	<p>Since this bid is not open to most manufacturers, when is a true bid for new products coming out?</p>	<p>See Section 3.2.</p>
16.	14	3.2 Eligible Brands	<p>Furniture lines that were included and authorized in the previous contract are not listed in Section 3.2 as eligible brands. The specific brands were Dar-ran; Patrician; Howe; and Keihauer. Also NeoCase was authorized to be a qualified bid product on the Computer contract bid but it was determined that the product offering fit better on Non-Modular but the product line is</p>	<p>Please read and comply with instructions in Section 3.2 for submitting non-listed brands for consideration on this contract. When submitting invoices, be sure the items sold are appropriate for inclusion on <i>this</i> contract.</p>

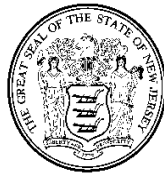
#	Page #	RFP Section Reference	Question	Answer
			not in the list of qualified brands.	
17.	14	3.2 Eligible Brands	We have had a State contract for a number of years and do a significant volume of business. However, our name is not on this document as one of the approved bidders. How do we have this amended?	See answer in #16.
18.	38	4.4.2.3 Public Works Contractor Certification	If a contractor applies for Public Works Certification, will the submitted paperwork suffice until we get the original certificate? It takes about 30 to 60 days to receive the certificate.	No – The statute regarding Public Work Certification demands that the contractor be certified at the time of bid opening.
19.	14	3.2 Eligible Brands	Are the bids to come from the manufacturer or from the dealer? It seems that if the bids are allowed from the producer of the products, there will not be a true bid since you are not accepting vendors outside of your list. Is this considered a closed bid and not open to most bidders and when will the bid opening take place?	Bids can be submitted by any vendor, manufacturer or a dealer. See Section 4.4.9. The list in Section 3.2 is a list of acceptable <i>brands</i> that can be bid upon by a vendor, dealer or manufacturer. The bid opening will take place on September 22, 2006.
20.	23	3.6.1.1 Base	Regarding the Base specifications, will you accept a fiberglass composite 5-star base that is as strong as a cast or die formed aluminum alloy?	Yes. A high performance polymer base is also acceptable, if it meets all requirements of this RFP.
21.	37	4.3 Number of Bid Proposal Copies	According to page 37, 4.3 <u>Number of Bid Proposal Copies</u> , you are requesting an electronic copy of the bid, but your form "Pricing Schedule" is a "read only" form that will not accept typed-in data. How will we send in that form electronically?	Delete the second paragraph in Section 4.3. Bidders are advised to submit all required forms together as one packet for ease in redacting.
22.	14	3.2 Eligible Brands	Are vendors who are listed on T-0177, excluded from this opportunity per Section 3.2?	No vendor is excluded. Bidders are, however, excluded from offering the identical items that are offered on T-0177. See Question #19.
23.	14	3.2 Eligible Brands	The manufacturers should have the benefit of attending the pre-bid meeting for detailed instructions to become pre-qualified and then given a	See answer #6.

#	Page #	RFP Section Reference	Question	Answer
			defined reasonable timeframe to compile data and submit it to the State for review.	
24.	14	3.2 Eligible Brands	For Constance Rosina, there is only a PO Box mailing address listed. What is the street mailing address to be used for Fed Ex and UPS?	33 W. State Street Trenton, NJ 08625

**PART 2**  
**FURNITURE, OFFICE & LOUNGE NON-MODULAR & FILES**  
**Bid Number 07-X-37695**

**Additions, Deletions, Clarifications and Modifications to the RFP**

#	Page #	RFP Section Reference	Additions, Deletions, Clarifications and Modifications
1.	37	RFP Text	Delete the second paragraph in Section 4.3.
2.	14	RFP Text	Change last sentence of 3 <sup>rd</sup> paragraph to: The final cutoff for submittal of invoices shall be 09/08/06. Label the outside of the package as "Brand Standardization Request". Do not include the bid number on the outside of the package.
3.	26	RFP Text	Re-number <u>Required Documentation</u> as 3.8.4 an <u>Item Acceptance</u> as 3.8.5.
4.	19	RFP Text	Section 3.4.8 - <u>Drawer Construction</u> - change second to last sentence in second paragraph to read: If available, a drawer compressor shall be an option for the drawer design.
5.	14	RFP Text	Section 3.2 "Eligible Brands" - The following brands have been added to the list of eligible brands:  <div style="text-align: center;"> <b>Community</b>  <b>Dauphin</b>  <b>Krug</b>  <b>OFS/First Office</b>  <b>Jasper Seating Co., Inc.</b>  <b>Steelcase</b> </div>



# State of New Jersey

DEPARTMENT OF THE TREASURY

DIVISION OF PURCHASE AND PROPERTY

PURCHASE BUREAU

P.O. BOX 230

TRENTON, NEW JERSEY 08625-0230

JON S. CORZINE  
*Governor*

BRADLEY I. ABELow  
*State Treasurer*

## **ADDENDUM #2**

**T-0408**

## **SOLICITATION #37695**

August 23, 2006

**To:** All Interested Bidders

**Re: RFP #: 07-X-37695**  
**FURNITURE, OFFICE & LOUNGE, NON-MODULAR & FILES**

**Bid Due Date: September 22, 2006 (2:00 p.m.)**

**Q&E Cutoff Date: August 25, 2006 (5:00 p.m.)**

**Brand Standardization Submittal Cutoff Date: September 8, 2006**

### **ADDENDUM #2**

The following constitutes Addendum #2 to the above referenced solicitation. This addendum is divided into the following parts:

Part 1: Answers to questions.

Part 2: Additions, deletions, clarifications and modifications to the RFP

It is the bidder's responsibility to ensure that all changes are incorporated into the original RFP.

All other instructions, terms and conditions of the RFP shall remain the same.



**PART 1**  
**FURNITURE, OFFICE & LOUNGE, NON-MODULAR & FILES**  
**Bid Number 07-X-37695**

**Answers to Questions**

Note: Some of the questions have been paraphrased in the interest of readability and clarity. Each question is referenced by the appropriate RFP page number(s) and section where applicable.

#	Page #	RFP Section Reference	Question	Answer
1.	14	3.2 Eligible Brands	For Constance Rosina there is only a PO Box mailing address listed. What is the street mailing address to be used for Fed Ex and UPS?	<p>The street address is:            33 West State Street            8th Floor            Trenton, NJ 08625</p> <p>Label outside of the package as "Brand Standardization Request". Do not include the bid identification number on the package.</p>
2.	13	3.1.1 Item Requirements	The specifications include a requirement for various types of files and storage cabinets in addition to lateral files. In paragraph 3.1.1 "Item Requirements" it states that "Each manufacturer's brand line does not have to include all of the above listed items. However, lines must be complete, traditional office and lounge furniture and/or files." If a brand has some of the items in Category C - Files/Storage (i.e., metal lateral files and storage units) is that brand eligible to be bid in Category C? Very few manufacturers can supply ALL of the file/storage items listed in Category C, which limits potential competition and choice for purchasers.	Yes. The RFP states that it does not have to include all the items. However, an award will not be made for a single item. Additionally, completeness of the brand line for each category will be considered in the bid evaluation.
3.	11-12	2.0 Definitions	Please clarify the difference between a "Servicing Dealer" and a "Subcontractor".	Please see Section 2.0 Definitions. A servicing dealer is an authorized representative of a manufacturer. It is responsible for providing information and assistance for items provided by the manufacturer on this contract, and may also include delivery and installation. A subcontractor is an individual or

#	Page #	RFP Section Reference	Question	Answer
				firm who has a direct contract with the State's contractor to perform any of the work at the site.
4.	27	3.9.1 Warranty	<p>Please clarify the warranty period on page 27 (paragraph 3.9.1) in the first sentence it states "...a period of at least two(4) years..." is it 2 or 4 years?</p> <p>If an agency buyer requires a longer warranty period than this contract allows, i.e. 10 years, can the contract vendor be held responsible for that request?</p>	<p>Please see Part 2 for RFP language changes.</p> <p>No. The required warranty covered by this RFP is four years only.</p>
5.		3.23 Website Support	Please clarify requirements in referenced website regarding access for purchasing (paragraph 3.23 - Website Support). "The website shall store quotes for retrieval for up to 60 business days. Any stored quotes shall be modifiable by the Using Agency." Are you requesting that the manufacturer provide a website and allow others to access and change information which is stored on our website? Would having a product catalogue with published contract list prices and discount schedule meet this requirement?	Please delete the first five (5) paragraphs under Section 3.23 <u>Website Support</u> and replace with the following: After contract award, or at any time during the contract period, each contractor may be required to provide a website from which Using Agencies will be able to obtain pricing information for awarded products only. If requested, this website must be available within thirty (30) days of request.
6.		5.12 Unit Price Maximums	Unit Price Maximums: these have not been updated for many years to reflect current market prices. Will these be updated?	For the purposes of this RFP, the price maximums will stand. These maximums were established under a Circular Letter from the Treasurers Office. A request for a review of these maximums is being processed and will be addressed either by addendum to this RFP or amendment to existing contracts.
7.		Test Certificates	Please confirm if test certification certificates can be provided from a testing lab other than the manufacturer's own testing lab (outside lab).	Only an A2LA Accredited Test Lab may certify the files.
8.		3.6 thru 3.6.3 Ergonomic Task Chairs	Please clarify the requirements for (2) task chairs to be submitted. If a manufacturer includes 2 brands in	A maximum of two chairs per class per brand may be offered.

#	Page #	RFP Section Reference	Question	Answer
			<p>their contract, does that mean they can submit (2) task chairs per brand, or is it (2) task chairs per contract?</p> <p>What if a manufacturer has more than 2 task chairs and there are Using Agencies who are standardized on one of those other chairs which is not submitted in the allowed "2"?</p> <p>What if a particular model of chair fits within all three "Classes" in its different variations, does it need to be submitted for all "Classes" or just in one?</p>	<p>The bidder must submit proof that an agency has standardized on more than two ergonomic task chairs by submitting invoices totaling over \$50,000.00 (for each of the chairs being submitted if more than 2) by the 9/8/06 cutoff date.</p> <p>It should be listed under each class it is being offered in.</p>
9.		3.6 Specifications for Task Chairs	<p>Will the State provide complete specifications to bidders of the task chair being provided by DEPTCOR, including the manufacturer, construction specifications, dimensions, adjustment mechanism specifications, and pricing?</p> <p>Will DEPTCOR be held to the same exact requirements if they are not part of this bid?</p>	<p>No.</p> <p>The DEPTCOR task chair has been approved by the Department of Personnel as part of a <u>NJ State Legislature mandated set-aside program.</u></p>
10	41	4.4.7.4 Mfr's Price List and Descriptive Literature	<p>An identification number and date should appear on each price list and catalog submitted for clarification. Our current price list has a date of February 2005 (2/05) but we have a sticker on the front of our price list stating that there is a 6% upcharge effective January 3, 2006. Will our price list with the 6% upcharge that became effective January 3, 2006 be accepted as our current price list?</p>	<p>The price list submitted must not contain any sticker increases, upcharges etc. The discount being bid will be taken directly from the price list submitted <i>without</i> any additional calculations. The bidder should adjust its discount accordingly.</p>
11	13	3.1 Categories of Office and Lounge Furniture	<p>Can folding tables be included on this contract submittal?</p>	<p>No. Folding tables are included on T-1219 Furniture, Classroom &amp; Folding.</p>

12.	13	3.1.1 Item Requirements	Some manufacturers have ergonomic seating and lounge furniture, but no wood guest chairs and filing cabinets. Is this to prevent the specialists in ergonomic seating design to be considered on the contract, if it is not a line that includes all items considered for this contract?	No. As stated in 3.1.1, "Each manufacturer's brand line does not have to include all of the above listed items." See Question #2.
13.	22	3.6 Specifications for Task Chairs	If the vendors' chairs meet and exceed the State ergonomic requirements, can an agency purchase the vendor's chair if the chair price is less than the DEPTCOR chair? Is DEPTCOR bidding on this contract?	No. This is clarified in 3.6. You are not competing with DEPTCOR. The product has been set-aside for DEPTCOR. No.
14.	23	3.6.1.2 Seat Construction	What is HR foam?	High resilience foam.
15.	27	3.9.2 Repair Timeframe	Can there be a stipulation that if a chair is in need of repair, a substitute chair can be set in place for the duration of the repair?	Yes. See Part 2 for change to specifications.
16.	28	3.10.6 Type of Delivery	Often orders are bundled in order to maximize the benefit of contract discounting to the State Agency. Can there be a provision that if more than one delivery is required by the State Agency, that an approved charge for the additional deliveries be authorized by the Purchase Bureau and that State Agency?	No. Under no circumstances will a delivery charge be allowed. All prices submitted include either spotted or platform delivery.
17.	31	3.15.1 Criminal History File	Many of the deliveries by the vendors are made by per diem employees, which means that the subcontractor may meet the requirements for the contract, but everyday different subcontracted personnel are responsible to carry out the work. Is there a way to hold the subcontractor responsible as this is a trade that fluctuates, and it is a characteristic of delivery and installation services, that personnel are not permanent employees?	No. The <b>contractor</b> is responsible for all aspects of this contract, including its dealers and subcontractors.
18.	42	4.4.8 Subcontractor (s)	Is a dealership and its contracted delivery service considered a subcontractor? If additional subcontractors are required further into the contract, they can be amended?	Section 2.0 defines "Subcontractor". See Section 5.15 regarding addition of subcontractor(s). A dealership <u>may</u> be a sub-contractor if a manufacturer holds the contract.

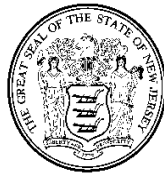
			<p>If the small business furniture delivery services is not registered as a small business set aside, and the contract holder is out of State, and the work is performed through the subcontractor dealer, who submits the monthly breakdown?</p>	<p>As indicated in Section F, primary contractors provide this information for their subcontractor(s) that are registered as a small business.</p>
19.	46	5.10 Contract Activity Report	<p>Usually the price of the subcontract work is part of the cost of the commodity. Are you asking for net costs that are part of the cost of the bid item?</p> <p>Are you looking to identify the profit that the dealer/contractors are making on the bid?</p> <p>What is the purpose of knowing all the costs associated with the bid?</p> <p>If you know the cost to deliver and the cost paid to the subcontractor dealer, aren't you in a public format open to all other vendors identifying very confidential information?</p>	<p>Please see Part 2 for RFP language changes.</p>

**PART 2**  
**FURNITURE, OFFICE & LOUNGE, NON-MODULAR & FILES**  
**Bid Number 07-X-37695**

**Additions, Deletions, Clarifications and Modifications to the RFP**

#	Page #	RFP Section Reference	Additions, Deletions, Clarifications and Modifications
1.	1	RFP Text	The date for submission of Brand Standardization Requests has been extended to 9/8/06.
2.	1	RFP Text Section 3.2	<p>The following brands have been added to the list of eligible brands:</p> <p style="text-align: center;">Arnold Desks, Inc.  Arnold Furniture Manufacturers, Inc.  Dauphin  Gunlocke  Inwood  Jasper Seating Co., Inc.  Krug  OFS/First Office  Teknion  Trendway  Steelcase</p> <p>Note: If any of the above listed brands are also on another furniture contract, only the items listed in Section 3.1 will be considered on this contract. Items already awarded on other contracts will not be considered for inclusion on this contract.</p>
3.	27	3.9.2 Repair Timeframe	Please add the following sentence at the end of Section 3.9.2: In the event a chair is in need of repair and the replacement part(s) must be ordered, the contractor shall provide a replacement chair of equal quality until the chair is repaired.
4.	25	3.6.2.1 Class I & II Ergonomic Task Chair	Please change the second sentence of the second paragraph to read as follows: Back shall have a ratchet execution backrest height adjustment mechanism (or equivalent lumbar support adjustment) on a "J" shaped back upright.
5.	7	1.2.3 Standardized Brand Lines	Please replace the end of the first sentence on line 5 to read: ...cost is under the contract cap of \$400,000.00.

#	Page #	RFP Section Reference	Additions, Deletions, Clarifications and Modifications
6.	51	6.4 Negotiation and Best and Final Offer (BAFO)	<p>Add the following language as Section 6.4 on page 51:</p> <p>Following the opening of bid proposals, the State shall, pursuant to N.J.S.A. 52:34-12(f), negotiate one or more of the following contractual issues: the technical services offered, the terms and conditions and/or the price of a proposed contract award with any bidder, and/or solicit a Best and Final Offer (BAFO) from one or more bidders.</p> <p>Initially, the Evaluator(s) will conduct a review of all the bids and select bidders to contact to negotiate and/or conduct a BAFO based on its evaluation and determination of the bid proposals that best satisfy the evaluation criteria and RFP requirements, and that are most advantageous to the State, price and other factors considered. The Evaluator(s) may not contact all bidders to negotiate and/or to submit a BAFO.</p> <p>In response to the State's request for a BAFO, bidders may submit a revised price proposal that is equal to or lower in price than their original submission, but must continue to satisfy all mandatory requirements. Any revised price proposal that is higher in price than the original will be rejected as non-responsive and the original bid will be used for any further evaluation purposes.</p> <p>After receipt of the results of the negotiation and/or the BAFO(s), the Evaluator(s) will complete its evaluation and recommend to the Director for award that responsible bidder(s) whose bid proposal, conforming to this RFP, is most advantageous to the State, price and other factors considered.</p> <p>All contacts, records of initial evaluations, any correspondence with bidders related to any request for negotiation or BAFO, any revised technical and/or price proposals, an Evaluator(s) Report and the Award Recommendation, will remain confidential until a Notice of Intent to Award a contract is issued.</p>
7.	46	5.10 Contract Activity Report	<p>Please delete the following from the third paragraph under Section 5.10: Total dollars paid to subcontractors. Also delete the following from the Sample Contract Activity Report: "Amount Paid to Subcontractors"</p>
8.	27	3.9.1 Warranty	<p>Please replace warranty language in the second line of the first paragraph as follows: ....a period of at least four (4) years.</p>



# State of New Jersey

DEPARTMENT OF THE TREASURY

DIVISION OF PURCHASE AND PROPERTY

PURCHASE BUREAU

P.O. BOX 230

TRENTON, NEW JERSEY 08625-0230

JON S. CORZINE  
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BRADLEY I. ABELOW  
*State Treasurer*

## **ADDENDUM #3**

**T-0408**

## **SOLICITATION #37695**

August 25, 2006

**To:** All Interested Bidders

**Re: RFP #: 07-X-37695**  
**FURNITURE, OFFICE & LOUNGE, NON-MODULAR & FLES**

**Bid Due Date: September 22, 2006 (2:00 p.m.)**

**Q&E Cutoff Date: August 25, 2006 (5:00 p.m.)**

**Brand Standardization Submittal Cutoff Date: September 8, 2006**

### **ADDENDUM #3**

The following constitutes Addendum #2 to the above referenced solicitation. This addendum is divided into the following parts:

Part 1: Answers to questions.

Part 2: Additions, deletions, clarifications and modifications to the RFP

It is the bidder's responsibility to ensure that all changes are incorporated into the original RFP.

All other instructions, terms and conditions of the RFP shall remain the same.



**PART 1**  
**FURNITURE, OFFICE & LOUNGE, NON-MODULAR & FILES**  
**Bid Number 07-X-37695**

**Answers to Questions**

Note: Some of the questions have been paraphrased in the interest of readability and clarity. Each question is referenced by the appropriate RFP page number(s) and section where applicable.

#	Page #	RFP Section Reference	Question	Answer
1.	28	3.10.6 Type of Delivery	Prevailing wage requirement was not addressed in Addendum #2. This must be specifically defined to respond to the RFP. If it is a requirement do manufacturers bidding the contract have to be registered with the Department of Labor or do the installers and servicing dealers?	See Part 2 for a revision to this section.
2.	34	3.20.2 Price List Update	If a manufacturer does not have a new published price list at the 18 month price update will a "sticker" price label be acceptable?	No. There will be no adjustments to originally submitted discounts. Only the most updated manufacturer's preprinted price lists will be acceptable.
3.	27	3.10.6 Type of Delivery	Please review requirement of carry-up for 3 or more flights of stairs. We normally charge for any carry up. In many cases furniture cannot be carried up. This would be a hardship in particular with prevailing wage.	The contractor is responsible for delivery of furniture for up to two floors.
4.	14	3.2 Eligible Brands	On addendum #2 what information are you looking for, for the Brand Standardization submittal?	This is explained in detail in Section 3.2.
5.	15	Addendum #2 Addition of Section 6.4	Addendum 2 adds the provision that this is a negotiated procurement subject to BAFO. Please clarify whether the prices will be read.	As with all BAFO bids, the prices will not be read for this bid. This notification was posted July 24 at the following website: <a href="http://www.state.nj.us/cgi-bin/treas/purchase/listspecialnotices.pl">http://www.state.nj.us/cgi-bin/treas/purchase/listspecialnotices.pl</a> See Part 2 for specification revisions.
6.			Where can we get the forms to register with the Dept. of Labor and Commerce? Is it a requirement to be registered with both?	The website for Public Works Registration (Labor) information is in Section 4.4.2.3. This bid does not require registration with Commerce.

#	Page #	RFP Section Reference	Question	Answer
7.	37	4.3 Number of Bid Prop. Copies	If we can not edit the downloadable version of the proposal how can we submit an editable and "writable" PDF file formation CD for redaction?	This requirement was deleted in Part 2 of Addendum #1.
8.			Are we required to submit a formation of Corporation or just the Business Registration certificate?	There is no requirement for a "formation of Corporation". All requirements are listed at the end of this Addendum.
9.	14	3.2 Eligible Brands	The original RFP specified that a manufacturer must produce \$50,000 in sales invoices to qualify for this RFP. Upon receipt of Addendum #1 the amount remained the same but the timeline was spelled out to be the same as the current contract--2003-2006. Can the State expand the timeframe to include sales from 2001 - 2006?	No. The premise of standardization on this contract is that using agencies had standardized on the product(s) during the previous contract period. If combined sales for State agencies and local government agencies did not exceed \$50,000.00 during the previous contract period, the brand is not considered as being standardized.
10	7	1.2.3 Standardized Brand Lines	The State is requesting a three year term contract. There is no provision in the RFP or Standard Terms for the contractor to terminate the contract with or without cause. Please advise contractor's options for termination.	This is a three-year term contract. Submittal of a bid proposal is the vendor's agreement to all terms and conditions of this contract for the period specified.
11	26	3.8.3 Discontinued Items	Is it the intent of the State to require substitute items for discontinued items at the same prices as any discontinued items? Even if they offer more options?	Yes. The State will accept additional options if offered, but the price of the replacement item must be the same or lower than the discontinued item.
12	28	3.10.5 Failure to Meet Delivery Timeframe	Is there a timeframe for late deliveries before the agency would cancel an order with the contractor and reorder from another source?	Although there is no specific number of days, the contractor shall follow instructions in Section 3.11.4 "Contractor Delay" and coordinate with the using agency if delivery will be delayed. If the delivery date is unacceptable to the using agency, the agency can obtain approval through the Purchase Bureau to cancel the pending order and obtain product from another available source, and file a complaint against the vendor.
13	17	3.4.2	We do not agree to pay for the cost of	Yes.

#	Page #	RFP Section Reference	Question	Answer
		Materials and Workmanship	inspection of delivered goods. Is this mandatory?	
14	30	3.11.2 Delivery Rescheduling and Storage	We do not agree to provide free storage for up to 60 days. Is this mandatory or will it eliminate us from award?	Yes this is a mandatory requirement. Exceptions to any specifications, terms and conditions of this RFP and addenda will deem a bidder ineligible for award.
15	31	3.15 Security Clearances	Background checks are required for anyone performing work at a State facility. Can this be supplied as a case by case basis, upon request from the agency? Or are we to provide background checks for all of our installers?	No. The agency is not responsible for making this request. The RFP, under Section 3.15.1 clearly states that "...the contractor(s) shall undertake a criminal history record background check for all personnel assigned to work at any State facility pursuant to regulations promulgated under N.J.A.C. 13:59-1.1 et seq.
16	34	3.20.1 Price Decreases	Please define similarly situated most favored customer. Would this include customers who require pricing to be held for 18 months?	The State would expect a comparable offering as offered to other customers. It will take into consideration that all terms are not equal.
17	34	3.20.2 Price List Update	The contractor may submit a new price list for the State's consideration. If the State rejects the new price list, does the contractor have the right to terminate the contract?	No.
18	35	3.22 Trademark and License Warranty	Please clarify for what purpose(s) the State would need these licenses for.	This requirement is for the protection of the State in the event a contractor's logo, etc. were used on a State display board, etc.
19	17	3.4.1	We want to confirm that the State of New Jersey will accept the test results from our accredited test facilities under this RFP.	Certifications from either the facility listed in Section 3.4.1 or an independent A2LA Accredited Test Lab are acceptable.
20		4.4.1.5 Subcontractor	On page 4 you ask the estimated value of subcontracts for each	Yes.

#	Page #	RFP Section Reference	Question	Answer
		Utilization Form	subcontractor. Would this amount be the dollar amount that we would pay each of our subcontractors for the installation services for this contract period of 3 years?	

**PART 2**  
**FURNITURE, OFFICE & LOUNGE, NON-MODULAR & FILES**  
**Bid Number 07-X-37695**

**Additions, Deletions, Clarifications and Modifications to the RFP**

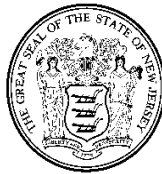
#	Page #	RFP Section Reference	Additions, Deletions, Clarifications and Modifications
1.	9	1.4.4 Contents of Bid Proposal	<p>Replace this section with the following:</p> <p>Subsequent to bid opening, all information submitted by bidders in response to the bid solicitation is considered public information, except as may be exempted from public disclosure by the Open Public Records Act, N.J.S.A. 47:1A-1 et seq., and the common law. Because the State proposes to negotiate and/or pursue a Best and Final Offer, bid proposals will not be made public until the Letter of Intent to Award is issued.</p> <p>A bidder may designate specific information as not subject to disclosure when the bidder has a good faith legal/factual basis for such assertion. The State reserves the right to make the determination and will advise the bidder accordingly. The location in the bid proposal of any such designation should be clearly stated in a cover letter. The State will not honor any attempt by a bidder either to designate its entire bid proposal as proprietary and/or to claim copyright protection for its entire proposal.</p> <p>All bid proposals, with the exception of information determined by the State or the Court to be proprietary, are available for public inspection after the Letter of Intent to Award is issued. At such time, interested parties can make an appointment with the Purchase Bureau to inspect bid proposals received in response to this RFP.</p>
2.	28	3.10.6 Type of Delivery	<p>Regarding Prevailing Wage and Public Works inquiries, those answers have not yet been resolved. An addendum will be issued to clarify these issues. Ample time will be given for registration upon release of this additional information.</p>

#	Page #	RFP Section Reference	Additions, Deletions, Clarifications and Modifications
3.	14	3.2 Eligible Brands	<p>The following brands are added to Section 3.2 Eligible Brands:</p> <p>DSI  Howe  Jofco  Keilhauer  Mayline Furniture Group  NeoCase  Office Specialty, Inc.  Source International  Stelter Partners</p>

Below is a checklist of required form submittals and certifications required (original plus two (2) copies of all):

- Bid Proposal (RFP Text) Addenda and Pricing Schedule (Pricing Instructions RFP Section 4.4.7)
- Signatory Page (RFP Section 4.4.4.1)
- Ownership Disclosure & Disclosure of Investigations (RFP Section 4.4.1.2 & 4.4.1.3)
- MacBride Principles Form (RFP Section 4.4.3.1)
- Affirmative Action Form (RFP Section 4.4.3.2)
- Bidder's Data Packet (RFP Section 4.4.4.1)
- Cooperative Purchasing Form (RFP Section 4.4.3.2)
- Services Source Disclosure Certification Form (RFP Section 4.4.3.3)
- Notice of Intent to Subcontract Form (RFP Section 4.4.1.4 - **submit even if not subcontracting**)
- Subcontractor Utilization Plan (RFP Section 4.4.1.5 - submit only if subcontracting)
- Proof of Business Registration Certificate (RFP Section 4.4.2)
- Public Works Contractor Registration (RFP Section 4.4.2.3)
- Manufacturer's Dealer Certification (RFP Section 4.4.9)
- Manufacturer's Certification of Compliance for Lateral/Vertical Files (RFP Section 4.4.10)

NOTE: All required forms are available and to be downloaded from the website for this RFP. Bidders are to print all documents listed. Many forms are included in NJ Standard RFP Forms.



# State of New Jersey

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PURCHASE BUREAU  
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JON S. CORZINE  
*Governor*

BRADLEY I. ABELOW  
*State Treasurer*

## **ADDENDUM #4 T-0408**

### **SOLICITATION #37695**

September 20, 2006

**To:** All Interested Bidders

**Re: RFP #: 07-X-37695  
FURNITURE, OFFICE & LOUNGE NON-MODULAR & FILES**

**Original Bid Due Date: September 22, 2006 (2:00 p.m.)**

**Revised Bid Due Date: November 2, 2006 (2:00 p.m.)**

### **ADDENDUM #4**

The following constitutes Addendum #4 to the above referenced solicitation. This addendum is divided into the following parts:

Part 1: Answers to questions.

Part 2: Additions, deletions, clarifications and modifications to the RFP

It is the bidder's responsibility to ensure that all changes are incorporated into the original RFP.

All other instructions, terms and conditions of the RFP shall remain the same.

**PART 1**  
**FURNITURE, OFFICE & LOUNGE NON-MODULAR & FILES**  
**Bid Number 07-X-37695**

**Answers to Questions**

Note: Some of the questions have been paraphrased in the interest of readability and clarity. Each question is referenced by the appropriate RFP page number(s) and section where applicable.

#	Page #	RFP Section Reference	Question	Answer
1.	17-22	3.4 - 3.5 Specifications for Lateral and Vertical Filing Cabinets	It appears that a number of the testing standards were changed (especially as it pertains to filing and storage products) from the last contract that was issued. Please explain why the industry accepted standards of ANSI BIFMA are not acceptable to the State of New Jersey.	In regard to lateral and vertical filing cabinets, ANSI-BIFMA standards are acceptable, as outlined in Section 3.4.1 and 3.5.1. These sections specify that bidders are required to submit certification of conformance with ANSI-BIFMA referenced tests. Sections 3.3.5 and 3.3.6 contain testing standards that were required for the current contracts for lateral and vertical filing cabinets.
2.	37	4.3 Number of Bid Proposal Copies	When we submit our bid are we required to submit 3 copies of the RFQ along with the Bid Proposal documents or just the original and 2 copies of the Bid Proposal documents?	Per Section 4.3 of the RFP, one complete original, marked as "ORIGINAL" and <b>"two full, complete and exact copies"</b> of the original are required.
3.	38	4.4.1.5 Subcontractor Utilization Form	Section 4.4.1.5 Subcontractor Utilization Form asks for estimated value of subcontracts. This information was removed from the contract activity report. Is it still required on the subcontractor utilization plan form?	The information removed from the Activity Report was "Amount paid to subcontractors". The information required on the Subcontractor Utilization Form requires "estimated value of subcontracts." All information required on the "Subcontractor Utilization Form" remains unchanged.
4.	27	3.9.1 Warranty Period	Section 3.9.1 and pricing Schedule Category C requests lists of high wear items. Please define the information that is required.	The items referred to in this section are those that require frequent replacement, such as glides.
5.	41	4.4.7.4 Manufacturer's Price Lists and Descriptive Literature	One of the manufacturers that we represent has a new price book with an effective date of 10/1/06. As the contract does not go into effect until 1/1/07, can we submit this price book?	Yes, if that is the manufacturer's latest, most current preprinted published price book.



#	Page #	RFP Section Reference	Question	Answer
6.	N/A	Cooperative Purchasing Form	While attempting to download the "Cooperative Purchasing Form" received message indicating that the file is corrupt.	When you access the web page at <a href="http://www.state.nj.us/treasury/purchase/bid/summary/07x37695.shtml">http://www.state.nj.us/treasury/purchase/bid/summary/07x37695.shtml</a> , please refresh your browser by holding Shift and clicking the refresh button. If the form continues to produce an error when attempting to open it, please use the form "Agreement to Extend State Contract Terms to Quasi-State Agencies, Counties, Municipalities", etc., located at <a href="http://www.state.nj.us/treasury/purchase/forms.htm">http://www.state.nj.us/treasury/purchase/forms.htm</a> .
7.	N/A	N/A	If all the various series and/or models in the entire price book apply, can we just indicate the entire price book instead of listing every series individually? For example, one manufacturer has over 40 different series in their price book, listing each series individually would take 6 separate price sheets. The discount for the entire books is the same for each line.	A separate price sheet (schedule) is required for each <b>brand within a category</b> . On each price schedule for a particular <b>brand</b> an individual series would be listed with applicable price list/price book page numbers only if <b>not</b> bidding the entire price book/list. Otherwise, the notation should be something to indicate that the entire price list/book applies.

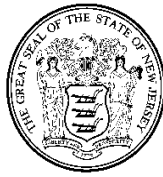
**PART 2**  
**FURNITURE, OFFICE & LOUNGE NON-MODULAR & FILES**  
**Bid Number 07-X-37695**

**Additions, Deletions, Clarifications and Modifications to the RFP**

#	Page #	RFP Section Reference	Additions, Deletions, Clarifications and Modifications
1.	48	5.16	<p>Please add the following new section as indicated:</p> <p><b>5.16 PREVAILING WAGE REQUIREMENT</b></p> <p>Prevailing wage must be paid to any employee of a State contractor or subcontractor that installs or assembles furniture on site. The act of taking preassembled furniture from a truck to a designated spot within the contracting agency is not subject to prevailing wage.</p> <p>Assembly is defined as the fitting together of the parts of the furniture to construct the main body of the furniture. It does not include the attachment of such peripherals as casters or drawer pulls.</p> <p>Installation is defined as fastening, connecting, or in any fashion, establishing a fixed position for the furniture.</p> <p>Furniture types that <b>would</b> meet the prevailing wage criteria are: systems furniture, KD (knocked down) or RTA (Ready-to Assemble) furniture, table with separate legs.</p> <p>Furniture types that <b>would not</b> meet the prevailing wage criteria are: cabinet goods, seating, tables (with fixed or attached folding legs) and file cabinets that would simply be put in place for the Using Agency.</p> <p>If these furniture deliveries were made as part of a broader contract which included the assembly or installation of furniture, the time spent moving the furniture from the point of delivery to its final destination would be subject to the payment of the prevailing wage under the journeyman laborer's rate.</p> <p>The assembly and the installation of furniture is subject to the payment of the journeyman carpenters rate for the county in which the action takes place.</p>

#	Page #	RFP Section Reference	Additions, Deletions, Clarifications and Modifications
2.	39	4.4.2.3 Public Works Registration	<p>Please change "NOTE" under this section to read as follows:</p> <p>The Department of Labor requires that "Anyone interested in bidding on or engaging in any contract (or part thereof) for public work which is subject to the provisions of the Prevailing Wage Act must register with the Division of Wage and Hour Compliance as required by the Public Works Contractor Registration Act (PWCRA) P.L. 1999, c.238-N.J.S.A. 34:11-56.48 et seq. which establishes a unified procedure for the registration of contractors and subcontractors engaged in public works building projects. " Therefore, all bidders, their dealers and their subcontractors must be registered. <b>All bidders, their named dealers and subcontractors must provide proof of registration with Public Works on the date of bid opening.</b></p>

#	Page #	RFP Section Reference	Additions, Deletions, Clarifications and Modifications
3.		3.2 Eligible Brands	<p>The following are added as eligible brands:</p> <ul style="list-style-type: none"> <li>American Atelier</li> <li>Candex</li> <li>Carolina Business Furniture</li> <li>Design Options</li> <li>DSI Upholstery</li> <li>Dylux Technology</li> <li>GF Office</li> <li>Great Openings</li> <li>Group Four Furniture</li> <li>Hickory Leather</li> <li>High Point</li> <li>Indiana Furniture</li> <li>Interchange Inc.</li> <li>ISA International</li> <li>ISE</li> <li>Lesro</li> <li>Leland International</li> <li>Neo Bau, Inc.</li> <li>Office Concepts of Cherry Hill, Inc.</li> <li>Office Star Products</li> <li>Parent Metal Products</li> <li>Seating Inc.</li> <li>Tayco</li> <li>Zoom Seating</li> </ul> <p>NOTE: It is anticipated that the final determination of remaining brand requests submitted but not listed will be complete by 9/27/06. Any additional brands will be contained in an addendum on or about 9/29/06.</p>



# State of New Jersey

DEPARTMENT OF THE TREASURY  
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JON S. CORZINE  
*Governor*

BRADLEY I. ABELOW  
*State Treasurer*

## **ADDENDUM #5**

**T-0408**

## **SOLICITATION #37695**

October 2, 2006

**To:** All Interested Bidders

**Re: RFP #: 07-X-37695**  
**FURNITURE, OFFICE & LOUNGE NON-MODULAR & FILES**

**Original Bid Due Date: September 22, 2006 (2:00 p.m.)**

**Revised Bid Due Date: November 2, 2006 (2:00 p.m.)**

### **ADDENDUM #5**

The following constitutes Addendum #5 to the above referenced solicitation. This addendum is divided into the following parts:

Part 1: Answers to questions - N/A

Part 2: Additions, deletions, clarifications and modifications to the RFP

It is the bidder's responsibility to ensure that all changes are incorporated into the original RFP.

All other instructions, terms and conditions of the RFP shall remain the same.

### **PART 1 - NOT APPLICABLE**

**PART 2**  
**FURNITURE, OFFICE & LOUNGE NON-MODULAR & FILES**  
**Bid Number 07-X-37695**

**Additions, Deletions, Clarifications and Modifications to the RFP**

#	Page #	RFP Section Reference	Additions, Deletions, Clarifications and Modifications						
1.	14	3.2 Eligible Brands	<p>Below are determinations regarding acceptance/rejection of standardized brands.</p> <p>Per the requirements outlined in Section 3.2, the following brands are <b>not</b> eligible for the reason(s) indicated:</p> <table style="width: 100%; border: none;"> <tr> <td style="text-align: center;"><b>Brand(s) Denied</b></td> <td style="text-align: center;"><b>Reason Denied</b></td> </tr> <tr> <td style="text-align: center;">Arnold Reception Desks</td> <td style="text-align: center;">Several items submitted deemed not within intent of this contract:</td> </tr> <tr> <td style="text-align: center;">High Point Furniture Ind. Trinity Furniture Inc.</td> <td style="text-align: center;">Sales to eligible users less than \$50,000.</td> </tr> </table>	<b>Brand(s) Denied</b>	<b>Reason Denied</b>	Arnold Reception Desks	Several items submitted deemed not within intent of this contract:	High Point Furniture Ind. Trinity Furniture Inc.	Sales to eligible users less than \$50,000.
<b>Brand(s) Denied</b>	<b>Reason Denied</b>								
Arnold Reception Desks	Several items submitted deemed not within intent of this contract:								
High Point Furniture Ind. Trinity Furniture Inc.	Sales to eligible users less than \$50,000.								
2.	14	3.2 Eligible Brands	<p>Per the requirements outlined in Section 3.2, the following brands <b>are</b> eligible for inclusion:</p> <p style="text-align: center;">           ABCO            Community            Concord            Tracy            Signore         </p>						
3.	14	3.2 Eligible Brands	<p>The following brand is pending:</p> <p>Jasper Desk</p>						

Please return all addenda with your RFP submission.



# State of New Jersey

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## **ADDENDUM #6 T-0408**

### **SOLICITATION #37695**

October 11, 2006

**To:** All Interested Bidders

**Re: RFP #: 07-X-37695  
FURNITURE, OFFICE & LOUNGE NON-MODULAR & FILES**

**Original Bid Due Date: September 22, 2006 (2:00 p.m.)**

**Revised Bid Due Date: November 2, 2006 (2:00 p.m.)**

### **ADDENDUM #6**

The following constitutes Addendum #6 to the above referenced solicitation. This addendum is divided into the following parts:

Part 1: Answers to questions - N/A

Part 2: Additions, deletions, clarifications and modifications to the RFP

List of Companies Attending or Represented at the Mandatory Pre-Bid Conference

It is the bidder's responsibility to ensure that all changes are incorporated into the original RFP.

All other instructions, terms and conditions of the RFP shall remain the same.

### **PART 1 - NOT APPLICABLE**

**PART 2**  
**FURNITURE, OFFICE & LOUNGE NON-MODULAR & FILES**  
**Bid Number 07-X-37695**

**Additions, Deletions, Clarifications and Modifications to the RFP**

<b>#</b>	<b>Page #</b>	<b>RFP Section Reference</b>	<b>Additions, Deletions, Clarifications and Modifications</b>
1.	14	3.2 Eligible Brands	As indicated in Addendum #4, High Point Furniture <b>is</b> an eligible brand for inclusion. Disregard reference to High Point Furniture in Addendum #5.
2.	8	1.3.2 Submission of Bid Proposal	Replace link in this section with the following:  <a href="http://www.state.nj.us/treasury/purchase/directions.htm">http://www.state.nj.us/treasury/purchase/directions.htm</a>
3.	9	1.4.4 Contents of Bid Proposal	Add the following as the third paragraph under this section:  By signing the cover sheet of this RFP, the bidder waives any claims of copyright protection set forth within the manufacturer's price list and/or catalogs. The price lists and/or catalogs must be accessible to State using agencies and cooperative purchasing partners and thus have to be made public to allow all eligible purchasing entities access to the pricing information.



#	Page #	RFP Section Reference	Additions, Deletions, Clarifications and Modifications
4.	10	1.4.6 BID ERRORS	<p>Renumber Section 1.4.6 "Joint Venture" to 1.4.7. Add the following as a new Section 1.4.6:</p> <p><b>1.4.6 <u>BID ERRORS</u></b></p> <p>In accordance with N.J.A.C. 17:12-1.22, "Bid Errors," a bidder may withdraw its bid as follows:</p> <p>A bidder may request that its bid be withdrawn prior to bid opening. Such request must be made, in writing, to the Supervisor of the Business Unit. If the request is granted, the bidder may submit a revised bid as long as the bid is received prior to the announced date and time for bid opening and at the place specified.</p> <p>If, after bid opening but before contract award, a bidder discovers an error in its proposal, the bidder may make written request to the Supervisor of the Business Unit for authorization to withdraw its proposal from consideration for award. Evidence of the bidder's good faith in making this request shall be used in making the determination. Some of the factors that may be considered are that the mistake is so significant that to enforce the contract resulting from the proposal would be unconscionable; that the mistake relates to a material feature of the contract; that the mistake occurred notwithstanding the bidder's exercise of reasonable care; and that the State will not be significantly prejudiced by granting the withdrawal of the proposal. Note: a PB-36 complaint form may be filed and forwarded to the Division's Contract Compliance and Administration Unit (CCAU) for handling. A record of the complaint will also be maintained in the Division's vendor performance file for evaluation of future bids submitted.</p> <p>All bid withdrawal requests must include the bid identification number and the final bid opening date and sent to the following address:</p> <p>Department of the Treasury  Purchase Bureau, PO Box 230  33 West State Street – 9th Floor  Trenton, New Jersey 08625-0230  Attention: Supervisor, Business Unit</p>

#	Page #	RFP Section Reference	Additions, Deletions, Clarifications and Modifications
5.	39	4.4.3.2 Affirmative Action	<p>If during a bid evaluation process, an obvious pricing error made by a potential contract awardee is found, the Director shall issue written notice to the bidder. The bidder will have five days after receipt of the notice to confirm its pricing. If the vendor fails to respond, its bid shall be considered withdrawn, and no further consideration shall be given it.</p> <p>If it is discovered that there is an arithmetic disparity between the unit price and the total extended price, the unit price shall prevail. If there is any other ambiguity in the pricing other than a disparity between the unit price and extended price and the bidder's intention is not readily discernible from other parts of the bid proposal, the Director may seek clarification from the bidder to ascertain the true intent of the bid.</p> <p>Replace entire Section 4.4.3.2 with the following:</p> <p><b>4.4.3.2 <u>AFFIRMATIVE ACTION</u></b></p> <p>The bidder is required to complete the attached Affirmative Action Employee Information Report. However, if the bidder has already received a New Jersey Affirmative Action Certificate or has evidence that the bidder is operating under a federally approved or sanctioned affirmative action program, then the bidder is to submit either the New Jersey Affirmative Action Certificate or evidence of the federally approved affirmative action program. This requirement is a precondition to entering into a State contract. The Affirmative Action Form is located on the Advertised Solicitation, Current Bid Opportunities webpage</p> <p><a href="http://www.state.nj.us/treasury/purchase/bid/summary/07x37695.shtml">http://www.state.nj.us/treasury/purchase/bid/summary/07x37695.shtml</a>.</p>

**Mandatory Pre-Bid Conference Attendees  
07-X-37695 Furniture, Office & Lounge, Non-Modular & Files**

<b>COMPANY NAME - MFRS/DEALERS REPRESENTED</b>	<b>CITY/STATE</b>	<b>CONTACT PERSON</b>	<b>PHONE NUMBER</b>	<b>EMAIL ADDRESS</b>
A. Pomerantz & Co.	Philadelphia, PA	Holly Gack	215-408-2131	<a href="mailto:gack@pomerantz.com">gack@pomerantz.com</a>
ABCO Office Furniture	Florence, AL	Glenn Gold	800-336-0070	<a href="mailto:glenngold@earthlink.net">glenngold@earthlink.net</a>
Able Office Products	So. Plainfield, NJ	John Barbieri	908-822-9988	<a href="mailto:jbarbieri@ableofficesupply.com">jbarbieri@ableofficesupply.com</a>
Action Office Interiors	Lakewood, NJ	Louis Menges	732-534-3000	<a href="mailto:lou@actoff.com">lou@actoff.com</a>
Action Office Supplies	Lakewood, NJ	Sonny Arora	732-534-3000	
Adelphia Steel Eqpt. Co.,Inc.	Philadelphia, PA	Joseph Storck	215-373-6300	<a href="mailto:adelphiasteel@aol.com">adelphiasteel@aol.com</a>
Affordable Off. Furniture, Inc.	Cherry Hill, NJ	Jack Israel	856-488-2100	<a href="mailto:aofurn@aol.com">aofurn@aol.com</a>
AIS	Hudson, MA	Scott Pitel	215-378-2712	<a href="mailto:spitel@AIS-Inc.com">spitel@AIS-Inc.com</a>
Allied Equipment -Global	Trenton, NJ	Fred Stucky	609-393-7274	<a href="mailto:fred.aecnj@verizon.net">fred.aecnj@verizon.net</a>
Allstate Office Interiors	Princeton, NJ	Mike Spooner	732-438-1244	<a href="mailto:mike@allstateofficeint.com">mike@allstateofficeint.com</a>
Allsteel	Muscatine IA	Stephen Maxwell	800-553-8230 x17585	<a href="mailto:micky@allstateofficeint.com">micky@allstateofficeint.com</a>
American Seating Co.	Grand Rapids, MI	R. Freschi	800-748-0268	<a href="mailto:maxwells@allsteeloffice.com">maxwells@allsteeloffice.com</a>
Arbee Associates	Union, NJ	John Richardson	908-851-5134	<a href="mailto:rfreschi@memmofreschi.com">rfreschi@memmofreschi.com</a>
Arenson Office Furnishings	Woodbridge, NJ	Dennis Kroft	732-283-9395	<a href="mailto:jrichardson@arbee.net">jrichardson@arbee.net</a>
-Styline Industries		Mary Stipisich	732-905-4578	<a href="mailto:dkroft@aof.com">dkroft@aof.com</a>
-American Seating				<a href="mailto:mstipisich@aof.com">mstipisich@aof.com</a>
-Fixtures				
-The HON Company				
-Paoli				
-LaCasse				
-Zoom Seating				
-Knoll				
-Carolina				
-Harter				
-Global				
-Izzy Design				
-Versteel				
-Krueger International				
Arnold Action, Inc.	Irvington, NJ	Mark Lipka	973-399-0505	<a href="mailto:mark@arnoldactionfurniture.com">mark@arnoldactionfurniture.com</a>

Arnold Desks Inc.	Hillside, NJ	Mathew Stoffers	908-686-5656	<a href="mailto:mat@thearnoldgroup.com">mat@thearnoldgroup.com</a>
Arnold Furniture Mfrs.	Irvington, NJ	Mark Lipka	973-399-0505	<a href="mailto:mark@arnoldfurniture.com">mark@arnoldfurniture.com</a>
Arnold Reception Desks	Irvington, NJ	Mathew Stoffers	973-375-8101	<a href="mailto:peter@ardsk.com">peter@ardsk.com</a>
Arnold Visual	Irvington, NJ	Mark Lipka	973-399-0505	<a href="mailto:mark@arnoldvisual.com">mark@arnoldvisual.com</a>
Artopex	Granby QE Canada	John-Paul Jones	450-378-0189	<a href="mailto:johnpaul@thephoenix-group.biz">johnpaul@thephoenix-group.biz</a>
ATD American	Wyncote, PA	Bob Roche	215-576-1000	<a href="mailto:broche@ATD.com">broche@ATD.com</a>
B.F. Molz Inc.	Moorestown, NJ	Joe Jaskula	800-423-0074	<a href="mailto:jjaskula@bfmolz.com">jjaskula@bfmolz.com</a>
-The HON Company				
-Allsteel				
BAM Associates	Norristown, PA	Jerry Benn	610-279-2600	<a href="mailto:jerrybenn@bamassoc.com">jerrybenn@bamassoc.com</a>
		Scott Dobisch		<a href="mailto:sdobisch@yahoo.com">sdobisch@yahoo.com</a>
BFM Advantage LLC	Moorestown, NJ	Norma Anthony	856-797-5700	<a href="mailto:norma@bfmolz.com">norma@bfmolz.com</a>
-Allsteel				<a href="mailto:dean@bfmolz.com">dean@bfmolz.com</a>
-The HON Co.				
BH SKY Associates	Roosevelt, NJ	Michelle Hermelee	609-632-0338	<a href="mailto:michelle@bhskyassociates.com">michelle@bhskyassociates.com</a>
Brandrud Furniture	Auburn, WA		253-735-2576	<a href="mailto:mboyle@fdrpa.com">mboyle@fdrpa.com</a>
Business Environments	Parsippany, NJ	John Gardner	973-335-7700	<a href="mailto:centannia@BE-furniture.com">centannia@BE-furniture.com</a>
Bretford	Franklin Park, IL	Tim Kalberer	800-521-9614	<a href="mailto:tim@learassociates.com">tim@learassociates.com</a>
Business Furniture Inc.	Cranbury, NJ	Scott Switkes	973-795-6462	<a href="mailto:sswitkes@bfifurniture.com">sswitkes@bfifurniture.com</a>
		John Daglian	973-795-6405	<a href="mailto:jdaglian@bfifurniture.com">jdaglian@bfifurniture.com</a>
Cambell Contract	Voorhees, NJ	Frank Sirch	609-970-1981	<a href="mailto:fsirch3@comcast.net">fsirch3@comcast.net</a>
Canton Supply Inc.				
DBA Canton Off. Furn.	Edison, NJ	Anthony Cantalupo	732-985-8484	<a href="mailto:ajcantalupo@cantonoffice.com">ajcantalupo@cantonoffice.com</a>
-The HON Company				
-Basyx				
Carolina Business Furniture	Highpoint, NC	Beverly Vance	800-763-0212 x240	<a href="mailto:bvance@carolinabusinessfurniture.com">bvance@carolinabusinessfurniture.com</a>
Casey's Executive Interiors	Greenbrook, NJ	Huns Chung	732-968-3236	<a href="mailto:huns_c@hotmail.com">huns_c@hotmail.com</a>
CF Group	Morganville, NJ	Rosalie Drago	732-778-1034	<a href="mailto:rdrago@commercialfurnituregroup.com">rdrago@commercialfurnituregroup.com</a>
-BFI				
Commercial Interiors Direct	Pompton Lakes, NJ	Steven Muller	973-839-8394	<a href="http://www.cidmuller@aol.com">www.cidmuller@aol.com</a>
Coasters		Steve Kraemer	800-622-5661	<a href="mailto:skfocus@aol.com">skfocus@aol.com</a>
Community	Jasper, IN	Steve Kraemer	800-622-5661	<a href="mailto:skfocus@aol.com">skfocus@aol.com</a>
	New York, NY	Nick Lamendola	212-689-0300	<a href="mailto:nlamendola@pringleward.com">nlamendola@pringleward.com</a>
Concepts Office Furn., Inc.	Teterboro, NJ	Benjamin Fontanez	201-727-9110	<a href="mailto:benf@conceptsoffice.com">benf@conceptsoffice.com</a>
Cooper's Office Furniture	Plainfield, NJ	Thomas Doyon	908-561-8424	<a href="mailto:tom@askcoop.com">tom@askcoop.com</a>
Corbett Inc.	Norristown, PA	Doug Kimenhour	610-277-7100	<a href="mailto:doug.kimenhour@ki.com">doug.kimenhour@ki.com</a>
County Business Systems	Pennington, NJ	Glen Stranix	609-935-0180	<a href="mailto:gstranix@cbs-nj.com">gstranix@cbs-nj.com</a>
		Joseph Lennon Jr.		<a href="mailto:jlennonjr@cbs-nj.com">jlennonjr@cbs-nj.com</a>
Dancker Sellev & Douglas	Somerville, NJ	William Brister	908-252-6108	<a href="mailto:bbrister@dancker.com">bbrister@dancker.com</a>
		Mike Brown	908-231-1600	<a href="mailto:mbrown@dancker.com">mbrown@dancker.com</a>
Dauphin	Boonton, NJ	Gary Chin	800-631-1186	<a href="mailto:gchin@dauphin.com">gchin@dauphin.com</a>

Design Options Dylux Technology LLC Egan Visual	Tampa, FL Elkhart, IN Woodbridge, ONT CAN	Josh Slowik Greg Lucchese M. Boyle	813-885-4950 574-970-4330 905-851-2826	<a href="mailto:jslowik@designoptions.com">jslowik@designoptions.com</a> <a href="mailto:glucchese@domorelux.com">glucchese@domorelux.com</a> <a href="mailto:mboyle@fdrpa.com">mboyle@fdrpa.com</a>
EPIC ERG International Ergospace Design Inc. -American Seating -Adelphia Steel -Versteel -Office Master -Fixtures -Global	Morristown, TN New York, NY Hillsborough, NJ	Rosalie Drago R. Freschie Michael Zarnik	732-771-1034 212-414-3220 908-874-4074	<a href="mailto:rdrago@commercialfurnituregroup.com">rdrago@commercialfurnituregroup.com</a> <a href="mailto:rfreschie@memmofreschi.com">rfreschie@memmofreschi.com</a> <a href="mailto:instantoffice@att.net">instantoffice@att.net</a>
Eurotech Seating EvensonBest LLC	West Hempstead, NY Berkeley Heights, NJ	Steve Kraemer Bill Scheidemann Greg Cass	516-481-9500 917-733-5418 201-341-1005	<a href="mailto:skfocus@aol.com">skfocus@aol.com</a> <a href="mailto:bscheidemann@evansonbest.com">bscheidemann@evansonbest.com</a> <a href="mailto:gcass7@hotmail.com">gcass7@hotmail.com</a>
Executive Business Falcon Focus Marketing Assoc. Fixtures Furniture	Vineland, NJ Morristown, TN West Chester, PA Overland Park, KS	Russ Vanella Rosalie Drago Steve Kraemer Mark Mulder Cheryl Waite	856-696-1313 732-771-1034 610-344-7258	<a href="mailto:rvanella@ebpoffice.com">rvanella@ebpoffice.com</a> <a href="mailto:rdrago@commercialfurnituregroup.com">rdrago@commercialfurnituregroup.com</a> <a href="mailto:skfocus@aol.com">skfocus@aol.com</a> <a href="mailto:mulderent@aol.com">mulderent@aol.com</a>
Furniture Pro Corp. Garden State Furniture Sol. General Office Environments	Spring Valley, NY Voorhees, NJ Somerset, NJ	David Ginsberg Jacqui Hrouda Joe Marino Chuck Andre	913-663-3459 845-362-2061 856-702-6666 732-873-6900	<a href="mailto:davidg@furniturprocorp.com">davidg@furniturprocorp.com</a> <a href="mailto:jhrouda@gsfurnitureolutions.com">jhrouda@gsfurnitureolutions.com</a>
GF Office Furniture Global Industries Inc. Gold Marketing Assoc. Great Openings	Canfield, OH Marlton, NJ Doylestown, PA Ludington, MI	Drew Worek John Lavelle Glenn Gold Tony Cash / Steve Pain Steve Kraemer	800-321-4005 800-220-1900 x2360 215-820-7293 231-398-8282 888-712-8582	<a href="mailto:candre@goeinc.com">candre@goeinc.com</a> <a href="mailto:korr1@prodigy.net">korr1@prodigy.net</a> <a href="mailto:jlavelle@globalindustries.com">jlavelle@globalindustries.com</a> <a href="mailto:glenngold@earthlink.net">glenngold@earthlink.net</a> <a href="mailto:spaine@greatopenings.com">spaine@greatopenings.com</a> <a href="mailto:skfocus@aol.com">skfocus@aol.com</a>
Groupe Lacasse LLC -Avenue -Avenue LaCasse -United Chair	St-Pie Quebec CAN	Ed Ingram Bob Coleman	215-768-5574 732-935-1072	<a href="mailto:eingram12@comcast.net">eingram12@comcast.net</a> <a href="mailto:robert.coleman@groupelacasse.com">robert.coleman@groupelacasse.com</a>
Harter -JAMI	Overland Park, KS	Mark Mulder Cheryl Waite	913-663-3459	<a href="mailto:mulderent@aol.com">mulderent@aol.com</a>
Haworth Inc. -Meadows Office Furniture -Allstate Office Interiors -Office Scapes Inc. -Bellia Office Furniture -CFI Inc.	Florham Pk, NJ	Joseph Montalbano	908-966-4796	<a href="mailto:joe.montalbano@haworth.com">joe.montalbano@haworth.com</a>

-Office Environments

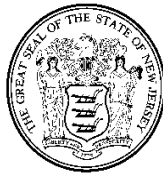
Henry Savelli & Associates	Trenton, NJ	Henry Savelli	609-731-0187	
Herman Miller Inc.	Monmouth Jct., NJ	Rick Zients	908-612-0348	
Hertz Furniture	Mahwah, NJ	Howard Schreiber	800-526-4677	<a href="mailto:howards@hertzfurniture.com">howards@hertzfurniture.com</a>
High Point Furniture	High Point, NC	Jane Eisen	800-447-3462	<a href="mailto:gigapen@aol.com">gigapen@aol.com</a>
Howe	Morristown, TN	Rosalie Drago	732-778-1034	<a href="mailto:rdrago@commercialfurnituregroup.com">rdrago@commercialfurnituregroup.com</a>
Indiana Furniture	Jasper, IN	John-Paul Jones	812-482-5727	<a href="mailto:johnpaul@thephoenix-group.biz">johnpaul@thephoenix-group.biz</a>
Inline Office systems	Concord, ONT CAN	Steve Kraemer	610-344-7258	<a href="mailto:skfocus@aol.com">skfocus@aol.com</a>
Interior Solutions	Glenmoore, PA	Leslie Kearns	610-913-8267	<a href="mailto:intsolutns@aol.com">intsolutns@aol.com</a>
-Encore Seating				
-Trinity Furniture				
-Jolt				
-Intra Spec Solutions				
-Invincible				
-2/90 Signs				
-Unisource Parts				
-Grand Stands				
-Figueras				
-Worldwide Furniture				
Inwood Office	Jasper, IN	Doug Kimenhour	812-482-6121	<a href="mailto:doug.kimenhour@ki.com">doug.kimenhour@ki.com</a>
ISE Inc.	Toronto, ONT CAN	John Valinote	856-235-7450 x304	<a href="mailto:jvalinote@vfassoc.com">jvalinote@vfassoc.com</a>
Jasper Seating Co.	Jasper, IN	Steve Kraemer	800-457-4511	<a href="mailto:skfocus@aol.com">skfocus@aol.com</a>
Jofco	Jasper, IN	Sharon Pacek	888-749-4162	<a href="mailto:sharon@blessingassoc.com">sharon@blessingassoc.com</a>
JP Fernald Associates, LLC	Hillsborough, NJ	Jonathan Fernald	908-369-6825	<a href="mailto:jpfernald@pathmedia.net">jpfernald@pathmedia.net</a>
-Workstream Furniture				
-Samsonite/Cosco				
-Marvel Furniture Group				
Kimball International	Jasper, IN	Aimee Kohn	800-634-1231 x2155	<a href="mailto:akohn@kimball.com">akohn@kimball.com</a>
King-Marsden Associates	Cherry Hill, NJ	Nicholas Alessi	800-482-1616	<a href="mailto:nalessi@kimball.com">nalessi@kimball.com</a>
-OMF Inc.		Bob Marsden	856-354-8289	<a href="mailto:bobcat42@nothinbut.net">bobcat42@nothinbut.net</a>
-Apex				
Krueger International	Green Bay, WI	Doug Kimenhour	800-454-9796	<a href="mailto:doug.kimenhour@ki.com">doug.kimenhour@ki.com</a>
Knoll, Inc.	Bridgewater, NJ	Joanne Chludzinski	908-429-3444	<a href="mailto:jchludzinski@knoll.com">jchludzinski@knoll.com</a>
		Karen Bastian	215-988-2128	<a href="mailto:kbastian@knoll.com">kbastian@knoll.com</a>
Krug Furniture Inc.	Kitchener, ONT CAN	John Valinote	800-851-8174	<a href="mailto:coosting@trendway.com">coosting@trendway.com</a>
LA Z BOY	Wall, NJ	Robert Wilson	732-556-0063	<a href="mailto:robertkwil2@aol.com">robertkwil2@aol.com</a>
		Glenn Laughlin		<a href="mailto:furnitureguy7@yahoo.com">furnitureguy7@yahoo.com</a>
Lucille Maud Corp.	Trenton, NJ	Leticia Acosta	609-393-7555	<a href="mailto:leticia@lucillemaud.com">leticia@lucillemaud.com</a>
Manage by Design LLC	Newfield, NJ	Rose Moffa	856-694-1672	<a href="mailto:rose@lehrmanmoffa.com">rose@lehrmanmoffa.com</a>
DBA Lehrman Moffa				

-American Seating -Thonet -Superior Seating DBA Izzy Design -Falcon				
Meadows Office Furniture -Krueger International -Haworth	NY, NY	Lisa Piechocinski	917-699-1251	<a href="mailto:llisap@meadowsoffice.com">llisap@meadowsoffice.com</a>
Mercer Corporate Interiors  -Global -Krug	Lawrenceville, NJ	Ralph Finaldi Judy Caracio	609-671-9400	<a href="mailto:ralph@mercercorporateinteriors.com">ralph@mercercorporateinteriors.com</a> <a href="mailto:judy@mercercorporateinteriors.com">judy@mercercorporateinteriors.com</a>
National Network Sys., Inc. Nickerson NJ -Spec Metal -Signore	Flemington, NJ South Amboy, NJ	Clifford Perry Stephanie Keller Cathy Ihnat	908-238-1660 732-721-0094	<a href="mailto:cliff.perry@nnsoffice.com">cliff.perry@nnsoffice.com</a> <a href="mailto:skeller@nickersoncorp.com">skeller@nickersoncorp.com</a>
Nevers Office Concepts of Cherry Hill NJ Inc. -Apex Chair Co. -Star Products -Tayco Ind. -Office Star Products	Voorhees, NJ Cherry Hill, NJ	Frank Sirch Jack Israel	609-970-1981 856-488-2100	<a href="mailto:fsirch3@comcast.net">fsirch3@comcast.net</a> <a href="mailto:aofurn@aol.com">aofurn@aol.com</a>
Office Depot, Inc. Office Furniture Partnership -National -Kimball	Clifton, NJ Morristown, NJ	Stephan Savastano Rupert Jones	862-579-9702 973-267-6966	<a href="mailto:steve-savastano@officedepot.com">steve-savastano@officedepot.com</a> <a href="mailto:rupert@officefurniturepartnership.com">rupert@officefurniturepartnership.com</a>
Office Specialty	Holland Landing, ONT CAN	M. Boyle	905-836-4701	<a href="mailto:mboyle@fdrpa.com">mboyle@fdrpa.com</a>
Office Star Products OFS	Doylestown, PA Huntingburg, IN	Glenn Gold Loretta Shamsey Patty Streiner	215-820-7293 800-521-5381	<a href="mailto:glenngold@earthlink.net">glenngold@earthlink.net</a> <a href="mailto:lshamsey@ofs.com">lshamsey@ofs.com</a> <a href="mailto:pstreiner@ofs.com">pstreiner@ofs.com</a>
Paoli, Inc. Paragon Furniture, L.P. Parent Metal Phoenix Contract of York Inc. Phoenix Safe & Files Pringle-Ward	Orleans, IN Arlington, TX Bensalem, PA Yoe, PA Lebanon, IN New York, NY	Deb Schmitz Mark Hubbard Scott Steele Larry D'Apice Steve Kraemer Nick Lamendola	812-865-7124 817-633-3242 717-533-7554 717-244-6873 765-483-0954 212-689-0300	<a href="mailto:deb-schmitz@paolli.com">deb-schmitz@paolli.com</a> <a href="mailto:mark@paragoninc.com">mark@paragoninc.com</a> <a href="mailto:tannerfurniture@comcast.net">tannerfurniture@comcast.net</a> <a href="mailto:phoenixcontract@gmail.com">phoenixcontract@gmail.com</a> <a href="mailto:skfocus@aol.com">skfocus@aol.com</a> <a href="mailto:nlamendola@pringleward.com">nlamendola@pringleward.com</a>

-Versteel				
-Community				
Riveria – USA	Voorhees, NJ	Frank Sirch	609-970-1981	<a href="mailto:fsirch3@comcast.net">fsirch3@comcast.net</a>
Roberts Brothers	Pennsauken, NJ	Jim Roberts	800-662-5295	<a href="mailto:robertsbrother@aol.com">robertsbrother@aol.com</a>
-Concord Products				
Robert Wilson Associates	Wall, NJ	Robert Wilson	732-556-0063	<a href="mailto:robertkwil2@aol.com">robertkwil2@aol.com</a>
Rosemount Office System	Lakeville, MN	Steve Kraemer	952-985-6289	<a href="mailto:skfocus@aol.com">skfocus@aol.com</a>
Sander Partnership	NY, NY	Sefra Fisher	212-242-8887	<a href="mailto:sefra@sandernyc.com">sefra@sandernyc.com</a>
		Pauline Kaufman		<a href="mailto:pauline@sandernyc.com">pauline@sandernyc.com</a>
-Izzy Design				
Sauder Manufacturing	Grabill, IN	Monica Stoller	800-777-5055	<a href="mailto:monica@chairlady.com">monica@chairlady.com</a>
Seating Inc.	Cranford, NJ	Chris Irwin	908-276-7094	<a href="mailto:chris.irwin@verizon.net">chris.irwin@verizon.net</a>
		Doug Hart		<a href="mailto:doug@seatinginc.com">doug@seatinginc.com</a>
	Nunda, NY	Joseph Storck	800-468-2475	<a href="http://www.seatinginc.com">www.seatinginc.com</a>
Shanahan's Stationery & Office Equipment	Somerville, NJ	Charles Belgrade	908-725-2000	<a href="mailto:charlesb@shanahans.net">charlesb@shanahans.net</a>
		Tom Amons		<a href="mailto:toma@shanahans.net">toma@shanahans.net</a>
-Design Line Inc.				
-The HON Co.				
-Star Quality Office Furn.				
-Workstream Inc.				
Shoto	Voorhees, NJ	Frank Sirch	609-970-1981	<a href="mailto:fsirch3@comcast.com">fsirch3@comcast.com</a>
Signore	South Amboy, NJ	Stephanie Keller	732-721-0094	<a href="mailto:skeller@nickersoncorp.com">skeller@nickersoncorp.com</a>
Sit-on-It Seating	Cypress, CA	Kelly Kimberly	888-274-8664	<a href="mailto:kelly@phillyrep.com">kelly@phillyrep.com</a>
Source International	Shrewsbury, MA	Clifford Perry	908-238-1660	<a href="mailto:cliff.perry@nnsoffice.com">cliff.perry@nnsoffice.com</a>
		Dave McGlyn		
		Bob Lefferts	845-216-2826	
Soyka Smith Design Studios	Upper Montclair, NJ	Bridget Soyka Smith	973-783-5809	<a href="mailto:ssdsnj@optonline.net">ssdsnj@optonline.net</a>
-Arnold				
-Biblomodel				
-Group IV				
-ISA				
-Leland				
-Martella				
-NeoBau				
-Spec				
-Wieland				



Space Co. Spectrum Industries Steelcase Inc.	Voorhees, NJ Chippewa Falls, WI NY, NY	Frank Sirch Bob Marsden John Reilly	609-970-1981 800-235-1262 646-335-2789	<a href="mailto:fsirch3@comcast.net">fsirch3@comcast.net</a> <a href="mailto:bobcat42@nothinbut.net">bobcat42@nothinbut.net</a> <a href="mailto:jreilly@steelcase.com">jreilly@steelcase.com</a> <a href="mailto:jwagner@steelcase.com">jwagner@steelcase.com</a>
Stelter Partners Stylex Surface Works Tanner Furniture Inc. Tanner North Jersey, Inc. Tayco International The Gunlocke Co.	Voorhees, NJ Delanco, NJ Oak Creek, WI Hainesport, NJ Howell, NJ Doylestown, PA Wayland, NY	Frank Sirch Tim Kalberer Steve Kraemer Scott Steele Mary Ann Engle Glenn Gold Tracy Nagel	609-970-1981 800-257-5742 414-570-2677 717-533-7554 888-722-0087 215-820-7293 800-423-7109 X8108	<a href="mailto:fsirch3@comcast.net">fsirch3@comcast.net</a> <a href="mailto:tim@learassociates.com">tim@learassociates.com</a> <a href="mailto:skfocus@aol.com">skfocus@aol.com</a> <a href="mailto:tannerfurniture@comcast.net">tannerfurniture@comcast.net</a> <a href="mailto:maryann@tannernorthjersey.com">maryann@tannernorthjersey.com</a> <a href="mailto:glenngold@earthlink.net">glenngold@earthlink.net</a> <a href="mailto:jonesp@gunlocke.com">jonesp@gunlocke.com</a> <a href="mailto:nagelt@gunlocke.com">nagelt@gunlocke.com</a>
The Highlands Group -Hickory Leather Co. -Mayline Group	Rosemont, PA	Tim Fox	800-241-5434 x58	<a href="mailto:tfox@thehighlandsgroup.com">tfox@thehighlandsgroup.com</a>
The HON Company	Muscatine, IA	Daniel Conaty Andrew Kimm	202-421-8961 973-701-9184	<a href="mailto:conatyd@honcompany.com">conatyd@honcompany.com</a> <a href="mailto:kimma@honcompany.com">kimma@honcompany.com</a>
Teknion, LLC	Mt. Laurel, NJ	Beverly Gavin	973-592-5649	<a href="mailto:bgavin@tekus.com">bgavin@tekus.com</a>
Thonet Trendway Corp. Versteel WB Mason Company Westin-Nelson Workstream Wrightline -Florence -Jasper -Neutral Posture	Morristown, TN Holland, MI Jasper, IN Secaucus, NJ Voorhees, NJ Fairfield, OH Worcester, MA	Rosallie Drago John Valinote Kathy Vonderheide Chris Vida Frank Sirch Clifford Perry Lynn Smith	732-778-1034 800-748-0234 812-634-2120 888-926-2766x1727 609-970-1981 908-238-1660 215-675-2431	<a href="mailto:rdrago@commercialfurnituregroup.com">rdrago@commercialfurnituregroup.com</a> <a href="mailto:plovell@krug.ca">plovell@krug.ca</a> <a href="mailto:kvonderheide@versteel.com">kvonderheide@versteel.com</a> <a href="mailto:chris.vida@wbmason.com">chris.vida@wbmason.com</a> <a href="mailto:fsirch3@comcast.net">fsirch3@comcast.net</a> <a href="mailto:cliff.perry@nnsoffice.com">cliff.perry@nnsoffice.com</a> <a href="mailto:lynn.smith@wrightline.com">lynn.smith@wrightline.com</a>
Zoom Seating	Overland Park, KS	Mark Mulder Cheryl Waite	913-663-3459	<a href="mailto:mulderent@aol.com">mulderent@aol.com</a>



# State of New Jersey

DEPARTMENT OF THE TREASURY  
DIVISION OF PURCHASE AND PROPERTY  
PURCHASE BUREAU  
P.O. Box 230  
TRENTON, NEW JERSEY 08625-0230

JON S. CORZINE  
*Governor*

BRADLEY I. ABELOW  
*State Treasurer*

## **ADDENDUM #7 T-0408**

### **SOLICITATION #37695**

October 23, 2006

**To:** All Interested Bidders

**Re: RFP #: 07-X-37695  
FURNITURE, OFFICE & LOUNGE NON-MODULAR & FILES**

**Original Bid Due Date: September 22, 2006 (2:00 p.m.)**

**Revised Bid Due Date: November 2, 2006 (2:00 p.m.)**

### **ADDENDUM #7**

The following constitutes Addendum #7 to the above referenced solicitation. This addendum is divided into the following parts:

Part 1: Answers to questions - N/A

Part 2: Additions, deletions, clarifications and modifications to the RFP

It is the bidder's responsibility to ensure that all changes are incorporated into the original RFP.

All other instructions, terms and conditions of the RFP shall remain the same.

### **PART 1 - NOT APPLICABLE**

**PART 2**  
**FURNITURE, OFFICE & LOUNGE NON-MODULAR & FILES**  
**Bid Number 07-X-37695**

**Additions, Deletions, Clarifications and Modifications to the RFP**

#	Page #	RFP Section Reference	Additions, Deletions, Clarifications and Modifications
1.	41	4.4.7.4 Manufacturer's Price Lists and Descriptive Literature	This is for clarification purposes only: A <b>printed</b> price list must be submitted with the bid proposal. If a manufacturer is only providing its list on its website, or on a CD, the bidder must print the list and submit the printed price list with its bid proposal in order to be considered for an award.
2.		3.2 Eligible Brands	Per the requirements outlined in Section 3.2, the following brand is <b>not</b> eligible for the reason indicated:  Jasper Desk Company, Inc. - Insufficient information provided to determine sales to qualifying agencies.