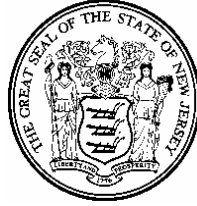


**NOTICE
PROSPECTIVE BIDDERS ARE REQUIRED TO
UNDERGO A PRE-QUALIFICATION
PROCEDURE PRIOR TO SUBMITTING A BID IN
RESPONSE TO THIS RFP.**

**SEE SECTION 3.1.2 FOR FURTHER
INFORMATION**



Request for Proposal 07-X-39107

For: FURNITURE - CLASSROOM AND FOLDING

| Event | Date | Time |
|--|-------------|---------|
| Bidder's Electronic Question Due Date (Refer to RFP Section 1.3.1 for more information.) | 25 SEP 2006 | 5:00 PM |
| Mandatory Pre-bid Conference (Refer to RFP Section 1.3.3 for important details about the new electronic bid option.) | 21 SEP 06 | 9:00 AM |
| Mandatory Pre- Qualification Submission (Refer to RFP Section 3.1.2 for more information.) | 22 SEP 2006 | 4:00 PM |
| Bid Submission Due Date (Refer to RFP Section 1.3.2 for more information.) | 12 OCT 2006 | 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.

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

RFP Issued By

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

Using Agency/Agencies

State of New Jersey
Cooperative Purchasing Members

Date: 28AUG 06

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NOTICE TO BIDDERS

SET-ASIDE CONTRACTS

N.J.S.A 52:32-17, N.J.A.C. 17:13, 12A:10

Pursuant to the provisions of the New Jersey statute and administrative code cited above, this contract, or a portion thereof, has been designated as a set-aside contract for Small Business. As such, as indicated on page one of this document, eligibility to bid is limited to bidders (or subcontractors, as applicable) that meet statutory and regulatory requirements and have had their eligibility determined by the New Jersey Commerce, Economic Growth and Tourism Commission (Commerce). The definitions of each Small Business set-aside category can be found at N.J.A.C. 17:13-1.2 or N.J.A.C. 12A:10-1.2.

"Small Business" means a business that has its principal place of business in the state of New Jersey, is independently owned and operated, and has no more than 100 full-time employees.

The new program places Small Business into the following categories: (I) those with gross revenues up to \$500,000; (II) those with gross revenues of up to \$5 million; and (III) those with gross revenues that do not exceed \$12 million. While companies registered as having revenues below \$500,000 can bid on any contract, those earning more than the \$500,000 and \$5 million amounts will not be permitted to bid on contracts designated for revenue classifications below their respective levels.

Each business interested in bidding for this contract should provide, as part of its response to this solicitation, proof of its current registration as a qualifying Small Business with the New Jersey Commerce, Economic Growth and Tourism Commission. Any business that seeks to register as a Small Business is required to submit a fee along with its application to Commerce.

All necessary forms and any additional information concerning registration may be obtained by contacting Commerce's office of Small Business services, by telephone at the number below, or by mail, or in person between the hours of 9:00 am and 5:00 pm at the address below:

**NEW JERSEY COMMERCE, ECONOMIC GROWTH AND TOURISM COMMISSION
OFFICE OF SMALL BUSINESS SERVICES
20 WEST STATE STREET - 4TH FLOOR
PO BOX 820, TRENTON, NJ 08625-0820**

TELEPHONE: 609-292-2146

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 solicit bid proposals for the purchase of brand lines of Classroom and Folding Furniture for Agencies of the State of New Jersey. Contracts shall be issued for brand lines that cover the anticipated needs of the State of New Jersey.

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.

The NJ Standard Terms and 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.

1.2 BACKGROUND

1.2.1 CURRENT CONTRACT INFORMATION

This is a re-procurement of the Furniture, Classroom and Folding term contract (T1219), presently due to expire on 31 October 2006 and the supplemental Furniture, Classroom and Folding term contract (T020S) due to expire May 2007. Term contract T020S will be cancelled upon award of contracts in response to this RFP. 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 number for this lookup is T-1219 and T020S. The exact WWW address is <http://www.state.nj.us/treasury/purchase/contracts.htm> .

1.2.2 ESTIMATED CONTRACT DOLLAR AMOUNT

For bidding purposes, it is estimated that the total dollar amount of contracts entered into as a result of contracts resulting from this RFP, shall be \$250,000.00 annually for New Jersey State Agencies. The total estimated amount for two (2) years is \$500,000.00.

This contract is primarily used by local school boards, and, because of that, the total amount of contracts that are entered into as a result of contracts that result from this RFP, may far exceed the estimates indicated above.

1.2.3 COMPATIBILITY AND STANDARDIZATION JUSTIFICATION

The Purchase Bureau may only use a multi-vendor format when the use of that format complies with at least one of five statutorily listed criteria, as documented by the Purchase Bureau. The Purchase Bureau has determined that under the specific criteria of "compatibility" and/or "standardization" i.e. that it applies to previously purchased brands.

Thus, this is a four (4) year term contract for furniture, classroom and folding, which is used by various State 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. The only brands of furniture permitted to be sold under the terms of this RFP will be the brands/manufacturers that will be approved in accordance with Section 3.1.2.

Contracts shall be issued for those brands that will be listed as acceptably justified standardized brand lines. This contract will cover the anticipated needs of the State Agencies to purchase new, replacement and supplemental furniture. It may be used to purchase same-brand furniture in the area of classroom and folding furniture for the purpose of supplementing the existing, same-brand furniture, and for the purpose of buying new furniture in a new project as long as the total list price cost is under the contract cap of \$300,000.00 and the brand as approved through the pre-qualification process listed in Section 3.1.2 of this RFP.

1.2.4 TYPES OF FURNITURE

Furniture considered for award shall be defined as the group of items consisting of the following:

Classroom Furniture:

- A) Teacher's Desks
- B) Tablet Armchairs – non-folding
- C) Student Desks
- D) Student Seating – non-folding
- E) Classroom Activity Tables

Folding Furniture:

- F) Folding Tables
- G) Folding Chairs
- H) Table and Chair Trucks

Each manufacturer's brand line does not have to include all of the above listed items. However, lines must be complete, classroom and folding furniture. Traditional office and lounge, library, computer and electronic support, storage cabinets, dormitory and residential, lockers, systems furniture and filing cabinets will not be part of any contracts resulting from this RFP.

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 Using Agency 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.

1.4 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>.

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. 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 – is the 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 – is the Division of Purchase and Property.

Joint Venture – is 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] Using Agency[ies], 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 and its political subdivisions and cooperative purchasing members.

Using Agency[ies]- The entity[ies] for which the Division has issued this RFP.

2.2 CONTRACT SPECIFIC DEFINITIONS

Compatible Materials and/or Equipment - Purchase of materials that are, or equipment that is, capable of performing in conjunction with those materials and/or equipment previously purchased without degrading or impairing the performance of those previously purchased and/or negatively impact upon warranties or licenses of those previously purchased.

Cooperative Purchasing Members – are defined as any municipality, commission, authority, school, or other government entity authorized to be established by the legislature. Cooperative purchasing members assume full responsibility for all purchase transactions issued through State contracts.

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

Loaded All Inconclusive Hourly Rate – Hourly rate that includes all labor, materials, supplies, tools and any-and-all direct and indirect expenses including, but not limited to, profit fees, overhead and portal-to-portal travel expenses. Time spent in traveling to and from the work-site or employee workstation should not be included in any estimate, nor will it be paid for by the State.

Normal Hand Tools – Are those tools readily available to all tradesmen and not specifically designed for that product or manufacturer. If not of a generic nature, they should be provided by the contractor (manufacturer) to the State of New Jersey at no additional charge and in sufficient quantity so as not to impede installation or future reconfiguration.

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

Running Line - Those products and product groups, which are offered by a manufacturer as current and being produced as part of their regular production process.

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 Classroom and folding Furniture provided by the manufacturer as well as delivery and installation. Servicing dealers must be registered as with the State as small business vendors.

Spotted Delivery - A delivery made to a specific area within a building, as designated by the Using Agency. At the request of the Using Agency it shall also include putting in place, 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 the approximate equal 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.

3.0 COMMODITY DESCRIPTION/SCOPE OF WORK

3.1 PRICE CAPS AND FURNITURE BRAND REQUIREMENTS

3.1.1 PRICE CAP

All orders relating to a site where replacement or supplemental furniture is needed will be capped at a list price of \$300,000.00. These orders will be sufficient to furnish the furniture needs of the Using Agencies for the replacement and supplementation of in-place furniture brands

3.1.2 FURNITURE BRAND/MANUFACTURER PRE-QUALIFICATION

The intent of this RFP is to make awards to multiple vendors. The New Jersey Statute (N.J.S.A. 52:34-12.1) regarding the awarding of multiple contracts states that all multiple award contracts must meet at least one of the criteria listed. The only criterion applicable to classroom and folding furniture is standardization. In order to meet standardization, proof has to be provided that the State (and its cooperative purchasing members) has procured like items in the past.

Therefore, a process of pre-qualification of brand/mmanufacturer is being established. Manufacturers are responsible for compiling the information from all of its servicing dealers into one report. Any bidder that intends to submit a bid must provide the following justification:

- A. A minimum of \$50,000 total of all invoices for any one particular brand/mmanufacturer sold over the last three years to the State and its

cooperative purchasing members. The \$50,000 total will be derived from the invoice cost to the Using Agency.

B. A spreadsheet that provides the following information:

- (1) Description of item
- (2) Item number
- (3) Quantity
- (4) List Price
- (5) Total amount - Discount = Actual Cost
- (6) Invoice Number
- (7) Invoice date (within last three years from 1 November 03)
- (8) Customer name

Once the \$50,000 total sales amount is met no further data has to be provided. Actual copies of invoices may be requested if additional information is required.

C. The above information must be forwarded no later than 22 September 2006 for review so that a determination of eligibility can be disseminated via addendum. This request for pre-qualification must be forwarded by one of the following formats:

- (1) Fax - 609-292-5170
- (2) Email - jay.riches@treas.state.nj.us .
- (3) Mail or delivery service to Purchase Bureau, 33 West State Street, 9th Floor , P O Box 230, Trenton, NJ 08625 Attn: Jay Riches

No brand is assured 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 Statute has gained the right to be eligible for a contract with the State of New Jersey, not the guarantee of being awarded a contract.

3.2 MANUFACTURER'S CERTIFICATION OF SERVICING DEALER

The intent of this RFP is to make the award directly to the manufacturer. The manufacturer then must designate servicing dealer(s) that meet the State of New Jersey small business criteria. These servicing dealers will be considered to be sub-contractors. A sub-contracting form must be submitted with the bid.

The contract award will be made to the manufacturer and all subsequent orders and payments will also be made directly the contract holder.

The need of the award being made to the manufacturer has been dictated from past experience where the award was made to distributors who eventually were not able to perform on the contract or who went out of business for various reasons leaving the State with no contractor for the brand that was awarded to these contractors.

3.2.1 SMALL BUSINESS CERTIFICATION REQUIREMENT

All manufacturers submitting a bid proposal in response to this RFP must provide information on authorized servicing dealers. Manufacturers must provide coverage for the whole State.

All servicing dealers must be registered with the State as small business entities. See Page 5 for additional information on the Small Business Set Aside Program. The manufacturer as well as the servicing dealers must also meet the Business Registration Certificate required by Section 4.4.2.1.

Failure to comply with the above requirements shall result in rejection of the bid proposal for each manufacturer.

3.2.2 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.

3.3 WEB SITE SUPPORT

The manufacturer must offer an online web site, in which the customer accesses the Contractor's website directly. The web site must allow the customer to use the Contractor's site, browse for contracted items with pictures, description and pricing information only and provide all information to be inserted into a requisition for preparation of a purchase order. The web site must also include all distributors authorized to represent and provide all services for the manufacturer in the State of New Jersey. Contractor web site must meet the following requirements:

- Must have the capability to provide only those products awarded under the contract, and block any non-contract item(s).
- Must have the ability to accept purchase order information electronically.

The web site to be used in conjunction with this contract must be complete and available for use within thirty (30) working days from the date of the letter to intent to award a contract is issued. Contracts will not be issued until the site is operational and approved by the Purchase Bureau.

The State reserves the right to utilize an E-Commerce application at any time during the term of this contract award. 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.

Bidders must provide information of their current Internet Home Page Universal Resource Locator (URL) as requested by Attachment A.

3.4 GENERAL PRODUCT SPECIFICATIONS AND REQUIREMENTS

This RFP includes only classroom and folding furniture and related components as defined in this RFP. All other freestanding furniture and seating will be procured under separate contracts.

The classroom and folding furniture shall include teacher's desks, non-folding tablet arm chairs, student desks, non-folding student seating, activity tables, folding tables, folding chairs and both table and chair trucks.

Any item that is already part of another NJ State contract shall not be permitted to be sold under the terms and conditions of this contract unless, after investigation by the State, it is determined that the item is not appropriate for the contract on which it appears.

3.5 CURRENT PRODUCTION FURNITURE REQUIREMENT

Contractors shall provide only current production furniture. No used furniture or discontinued lines are acceptable.

3.5.1 ADDITION OF NEW ITEMS

In the event new items are added to the accepted manufacturer's product lines during the life 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. However, all new items added to accepted product lines must be submitted in writing to the State for approval, with a copy of the new catalog and price list, to the designated buyer/address listed in Section 1.3.1 of this RFP.

New items considered for addition will be defined as those items that enhance the product line on the current contract. New product lines (groupings) not related to the product line on contract will not be given consideration under this clause.

The contractor will be promptly notified of the new item's acceptance or rejection. If rejected, the contractor will not offer the item(s) to any Using Agency as a contract item.

3.5.2 MODEL AND PART NUMBER CHANGES

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

3.6 CODES AND STANDARDS

All furniture and related components shall meet or exceed all appropriate established codes and standards regarding durability, performance, and life safety. Contractor's designs and furniture placement must meet all code requirements.

3.6.1 COMPLIANCE

They shall comply, as a minimum, with the following standards or any updates thereof:

- A. BOCA Latest Edition, The Basic Building Code, as incorporated in the New Jersey Uniform Construction Code.
- B. ASTM-E-Latest Edition for Surface Burning Characteristics.
- C. Underwriter's Laboratory (UL) approval for all electrical components.
- D. NEMA-Class-LD3 - High pressure directive laminates.
- E. AWI (American Woodworking Institute Standards - Section 400)
- F. Occupational Safety and Health Act (OSHA).
- G. New Jersey State Barrier Free Design Regulations revised 1979.
- H. BIFMA F-1-1978 (Rev. 1980) First Generation Voluntary Upholstered Furniture Flammability Standard for Business and Institutional Markets.
- I. ANSI/BIFMA - X5.1-1985, American National Standard for Office Furnishings - General Purpose Office Chairs.
- J. ANSI/BIFMA X5.4-1983 - American National Standard for Office Furnishings - Lounge Seating Tests.
- K. ANSI/BIFMA - X5.5-1983 - American National Standard for Office Furnishings - Desk Products; Drawers and Pedestals.
- L. National Fire Protection Association (NFPA) Life Safety
- M. ANSI-HFS100 1988
- N. San Francisco VDT Worker Safety Ordinance Article 23, Section 1034, Workstation Standards
- O. PEOSH Guidelines for chairs and tables.

- Q. California Technical Bulletin 117 for all upholstered furniture purchased for fully sprinklered buildings.
- R. California Technical Bulletin 133 for all upholstered furniture purchased for unsprinklered buildings.

3.7 GUARANTEES/EXTENDED GUARANTEES/WARRANTIES

3.7.1 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 four (4) years from date of acceptance, even if the manufacturer's warranty covers a shorter period. 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 year. Warranty information must be included on the web site.

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 cure 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 undertake the adjustments, repairs, corrections or other work made necessary by such defects, the State may do so and charge the contractor the cost thereby incurred.

3.7.2 REPAIR TIME FRAME

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

3.7.3 REPLACEMENT ITEMS

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

3.7.4 CONTRACTOR OBLIGATIONS

The contractor's obligations hereunder are in addition to the contractor's other express or implied assurances under this 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.

3.8 DELIVERY

3.8.1 DELIVERY TIME FRAME

Delivery of Classroom and folding Furniture (with the exception of special finishes, custom fabrics, or other non-standard orders) is required within ninety (90) days from date of an electronically entered purchase order.

3.8.2 SHIPMENT MARKINGS

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

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

3.8.3 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.

3.8.4 DELIVERY AND INSTALLATION TIME FRAME

All deliveries and installation work shall be performed during regular working hours, 8:00 a.m. to 4:30p.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.

3.8.5 FAILURE TO MEET DELIVERY TIME

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 such event, the order will be canceled and any difference in price shall be paid by the defaulting contractor.

3.8.6 TYPES OF DELIVERY

The contractor shall be in a position to provide both platform and spotted deliveries. Platform Delivery shall consist of delivery to the loading dock or receiving area of a building.

A Spotted delivery shall include supply, FOB destination delivery and uncrating. At the request of the Using Agency, it shall also include putting in place, assembly, installation, making ready for use, and removal of debris.

3.8.7 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.

3.8.8 CONTRACT PRODUCTS

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

3.8.9 DELIVERY COORDINATION

It shall be the contractor's responsibility to coordinate its deliveries to the job site and interface with any trade unions. Such responsibilities shall be performed in such a manner so 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.

3.8.10 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.

3.8.11 DELIVERY SITE

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

3.8.12 STATE RESPONSIBILITY AT DELIVERY SITE

The State shall be responsible for providing at the designated site from delivery to final placement, to be free from any 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.

3.9 DELAY OF PROJECT - STORAGE OF PRODUCT

3.9.1 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.

3.9.2 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.

3.9.3 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.

3.9.4 CONTRACTOR DELAY

Request for a time extension, by the contractor caused by events beyond its 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 Non-Performance" provision.

3.10 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.

3.11 RESPONSIBILITY OF THE CONTRACTOR

3.11.1 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 Using Agency, and shall not unreasonably encumber the site or the premises with its materials, tools and equipment.

3.11.2 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 or Using Agency dumpsters are not to be used for this purpose.

3.11.3 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.

3.11.4 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.

3.11.5 FINAL CLEANUP OF JOB SITE

Should the contractor not promptly and properly discharge its obligation relating to cleaning and final clean up, 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.

3.11.6 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.

3.12 CONTRACTOR ACCESS

3.12.1 WORK AREA DESIGNATION

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

The contractor shall not enter other areas of the site without permission of the State.

3.12.2 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 to relations between and among all trades during any time that work within the scope of this contract is being performed at the site and/or when trade union members are present.

3.12.3 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 related to these specifications.

3.13 INSPECTION AND ACCEPTANCE OF WORK

3.13.1 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 Using Agency 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.

3.13.2 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.

3.13.3 ACCEPTANCE OF WORK

Notwithstanding any otherwise applicable provision of law or any such inspections or any payment on account for 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.

3.13.4 REVOCATION 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.

3.13.5 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 to the State. 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.

3.14 QUOTATION REQUIREMENTS

3.14.1 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.

3.14.2 QUOTATION REQUIREMENTS

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.

3.14.2.1 MANUFACTURER

Product Identity - Name of manufacturer

3.14.2.2 CONTRACT NUMBER

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

3.14.2.3 ITEM MAKE MODEL PART NUMBER

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

3.14.2.4 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. Electronic verification and/or print out may also be approved.

3.14.2.5 DELIVERY AND INSTALLATION SCHEDULE

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

3.14.2.6 FLOOR LAYOUT DRAWINGS

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

3.15 QUANTITIES

3.15.1 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.

3.15.2 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.

3.16 ECONOMIC PRICE ADJUSTMENT

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

3.16.1 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.

3.16.2 PRICE LIST UPDATE

Once every twenty four months from the initial contract start date the Contractor may request that an updated price list be substituted for the original submitted price list. This price list may include price increases. There will be no adjustments or changes authorized to the discount rates submitted on the price sheet. It will be the contractor's responsibility to make changes to the web site only after approval of the updated price list.

3.17 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 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. This requirement may also be enforced by any cooperative purchasing member.

3.17.1 CRIMINAL HISTORY RECORD

The contractor shall submit to the New Jersey State Police Bureau of Identification (SBI) an "application" fingerprint card, a request for criminal history record information form (SBI-212B), and the appropriate fee for all personnel it may assign to work at any State facility. The contractor 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 shall review the results of that criminal history record background check prior to assigning personnel.

3.17.2 CRIMINAL HISTORY RECORD FILE

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

If the contractor 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 begin date.

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/07-X-39107.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 (2) full, complete and exact copies** of the original. Catalogs and price lists must also be submitted at this time. The copies 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 one **(1) complete catalog and price list**, clearly marked as part of the "ORIGINAL" bid proposal on a CD in PDF format.

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.

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/07-X-39107.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/07-X-39107.shtml> .

Must submit one for manufacturer.

Must submit one for each servicing dealer listed.

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/07-X-39107.shtml> .

4.4.2 PROOFS OF REGISTRATION 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 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/07-X-39107.shtml> .

Must submit one for manufacturer.
Must submit one for each servicing dealer listed.

4.4.2.2 SMALL BUSINESS SET-ASIDE CONTRACTS

This is a Set-Aside Contract for **Category I, II, or III** for Small Business. The servicing dealer(s) must be registered as a qualifying small business with the New Jersey Commerce, Economic Growth and Tourism Commission (Commerce) by the date the bid is received and opened. Evidence that the bidder has registered with Commerce as a small business should be submitted with the bid proposal. If the manufacturer is also the servicing dealer then it must meet this small business set aside requirement.

*****IMPORTANT NOTE: EVEN IF THE BIDDER IS AN INCUMBENT CONTRACTOR AND/OR HAS BEEN PREVIOUSLY REGISTERED OR CERTIFIED UNDER THE FORMER SBE/MBE/WBE PROGRAM, THE BIDDER WILL NEED TO BE SURE THAT IT IS REGISTERED ON THE DAY OF BID RECEIPT AND OPENING WITH THE COMMERCE COMMISSION UNDER THE NEW, SMALL BUSINESS PROGRAM TO BE ELIGIBLE FOR AWARD. THE TELEPHONE NUMBER TO CALL COMMERCE TO CHECK REGISTRATION STATUS IS 609 292-2146.*****

Must submit a registration certificate for each servicing dealer listed.

4.4.2.3 PUBLIC WORKS CONTRACTOR REGISTRATION

The Public Works Contractor Registration Act (PWCRA) requires that all 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 web site: <http://www.state.nj.us/labor/lsse/lspubcon.html> .

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.

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.

Installation is defined as fastening, connecting, or in any fashion, establishing a fixed position for the furniture.

Furniture types that **would** meet the prevailing wage criteria are: systems furniture, knocked down (KD) or ready to assemble (RTA).

Furniture types that **would not** 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.

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 point of delivery to its final destination would be subject to the payment of the prevailing wage under journeyman laborer's rate.

The assembly and installation of furniture is subject to the payment of the journeyman carpenters rate for the county in which the action takes place.

Please change "NOTE" under this section to read as follows:

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. **All bidders, their named dealers and subcontractors must provide proof of registration with Public Works on the date of bid opening.**

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/07-X-39107.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/07-X-39107.shtml> .

4.4.4 SUBMITTALS

In addition to the above requirements, the bidder is encouraged to submit its price list(s) in the form of a CD in PDF or text format. However, the preprinted hard copy paper price list must be included with the bid proposal.

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/07-X-39107.shtml> ..

This form must also be submitted for each servicing dealer listed.

4.4.5 FINANCIAL CAPABILITY OF THE BIDDER

Only upon request and 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, 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 SHEET

The bidder must submit its pricing using the format set forth in the State supplied price sheet(s) attached to this RFP. 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 DETAIL

Price shall be submitted in the form of a discount off the Manufacturer's current published Price List in effect at the time of the bid opening and shall be submitted with the bid submission. There are two phases of pricing identified as follows.

There is a price line for a Fixed Discount from List Prices. There are also price lines for additional quantity discounts which will be included with the fixed discount to determine the total cost.

The price submitted must include all costs associated with shipping, receiving, delivery, installation, and storage as detailed herein. It must also include no extra costs for space planning services.

Prices on this bid proposal must be the best prices or the current market price, whichever is lower, for which the Contractor or any of its servicing dealers has sold each product or provided each service to any of its servicing dealers or similarly situated most favored customers within the year before the date of the awarded contract to the Contractor.

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/07-X-39107.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 four (4) years. The anticipated "Contract Effective Date" is provided on the signatory page of this RFP:

<http://www.state.nj.us/treasury/purchase/bid/summary/07-X-39107.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 (2) one-year periods, by the mutual written consent of the contractor and the Director.

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 Agency[ies] is[are] authorized to order and the contractor/contractors is/are authorized to ship only those items covered by the contracts resulting from this RFP. If a review of orders placed by the Using Agency [Agencies] reveals [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 STANDARDS AND REGULATIONS

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

5.8.2 SANITARY CONDITIONS

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 PACKAGE MARKING

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 Using Agency 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/07-X-39107.shtml> , contractor(s) must provide, on a calendar quarter basis, to the Purchase Bureau buyer assigned, a record of all purchases made under their contract award resulting for this Request for Proposal. This includes purchases made by all using agencies including the State and political sub-divisions 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(Excel spreadsheet) 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.

Failure to report this mandated information will be a factor in future award decisions.

6.0 PROPOSAL 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 PRICE

The price will be evaluated using the price lines for base discount and volume discounts.

6.2 EXPERIENCE OF THE BIDDER

The ability of the bidder to provide the service required herein and its capability to provide complete web site support system as listed herein .will be considered.

6.3 PAST PERFORMANCE

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

6.4 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.

6.5 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 or 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 N.J.S.A.19:44A-20.13-25

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 .

7.2 FINAL CONTRACT AWARD

Contract award[s] shall be made with reasonable promptness by written notice to that responsible bidder(s), whose bid proposal(s), conforming to this RFP, is(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.

7.3 INSURANCE CERTIFICATES

The contractor shall provide the State with current certificates of insurance for all coverage 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.

ATTACHMENT A

RFP 07-X-39107 FURNITURE CLASSROOM AND FOLDING – EXCLUDING SHELVING

SERVICING DEALER LIST

Per the requirements listed within RFP-07-X-39107, please attach a listing of at least two servicing dealers that will provide the services as specified.

The information is required in the following format.

Dealer Name
Dealer Address
City, State, Zip
Contact Person
Telephone
Fax
Email address
FEIN Number

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

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The manufacturer must provide the Universal Resource Letter (URL) for their home page.

ATTACHMENT B

The following is to be used as a checklist for required bid submission documents.

| <u>RFP Section</u> | <u>Document Name</u> |
|--------------------|--|
| 3.1.2 | Pre-Qualification due by 22 September 2006 |
| 4.4.1.1 | Signatory Page |
| 4.4.1.2 | Ownership Disclosure Form Must submit one for manufacturer Must submit one for each servicing dealer |
| 4.4.1.3 | Disclosure of Investigations |
| 4.4.2.1 | Business Registration Certificate Must submit one for manufacturer Must submit one for each servicing dealer |
| 4.4.2.2 | Small Business Registration Certificate Must be submitted for each servicing dealer |
| 4.4.2.3 | Public Works Contractor Registration Certificate Must be submitted for each servicing dealer |
| 4.4.3.1 | MacBride Principles |
| 4.4.3.2 | Affirmative Action |
| 4.4.4.1 | Bidder Data Packet |
| 4.4.6 | Price List |
| 4.4.7 | Catalog/Price List for Classroom and Folding Furniture Cooperative Purchasing Agreement Sub-Contracting Form |

PRICE SHEET

**FOR
FURNITURE CLASSROOM AND FOLDING
RFP #07-X-39107**

BRAND NAME BID _____

PRICE LIST NAME/NUMBER/DATE: _____

- 1 FIXED DISCOUNT FROM PRICE LIST _____

- 2 ADDITIONAL DISCOUNT \$25,000 TO \$49,999 _____

- 3 ADDITIONAL DISCOUNT \$50,000 TO \$74,999 _____

- 4 ADDITIONAL DISCOUNT \$75,000 TO \$99,999 _____

- 5 ADDITIONAL DISCOUNT \$100,000 TO \$300,000 _____

Warranty period: _____