



New Jersey Schools Development Authority
32 East Front Street
Trenton, NJ 08625
Phone: 609-858-2915

DATE: June 21, 2022
PROJECT #: GP-0278-F01
Furniture, Fixtures & Equipment for School Facilities Projects
DESCRIPTION: Addendum #1

This addendum shall be considered part of the Furniture, Fixtures & Equipment Request for Proposals (“RFP”) issued in connection with the referenced project. Should information contained in this Addendum conflict with the Furniture, Fixtures & Equipment RFP, this Addendum shall supersede the relevant information in the Furniture, Fixtures & Equipment RFP.

NOTE: Additions are shown in **bold and underline** text; deletions are shown in *strikethrough and italics*.

A. CHANGES TO THE PROCUREMENT PROCESS:

1. Modifications to the Request for Proposal and Associated Documents

- a. **MODIFY:** All references in the Advertisement and the Request for Proposals to the due date for submission of Technical and Fee Proposals shall be modified to extend the deadline until 2:00 PM Eastern Time on July 11, 2022.

B. CHANGES TO THE PROCUREMENT DOCUMENTS:

1. Changes to the Agreement

- a. Section 2.4.2 of the Agreement for this Procurement shall be modified as follows:
 - 2.4.2 The Manufacturing Firm shall make all repairs within ~~seven (7)~~ **fourteen (14)** Days of notice by the NJSDA or District, at no charge. Repairs shall be subject to NJSDA review and approval.
- b. Section K of Appendix B to the Agreement for this Procurement shall be modified as follows:

The Manufacturing Firm shall at a minimum meet the industry standards for repairs and returns in providing any repairs or returns required under the Agreement or warranty. An authorized representative of the NJSDA shall record all back ordered items, incomplete shipments, and items needing repair (collectively, the “Punchlist Items”) directly on the bill of lading, at the time of delivery. The Manufacturing Firm shall immediately be advised of the Punchlist Items. For Punchlist Item repairs and warranty repairs, the Manufacturing Firm shall complete the required repairs within ~~seven (7)~~ **fourteen (14)** Days of receipt of notice regarding the same. If replacement of a Product is required, whether as a Punchlist Item or as a warranty item, the Manufacturing Firm shall provide and install such replacement Product within thirty (30) Days of receipt of notice regarding the same. If the Manufacturing Firm cannot make the required repairs or deliver and install the replacement Product within the specified timeframe, the Manufacturing Firm shall, at no cost to the NJSDA, provide a temporary replacement Product of similar quality until such time as the repair or replacement can be completed.

C. BIDDER’S QUESTIONS, REQUESTS FOR INFORMATION AND RESPONSES:

1. Question: We do not have the wire management as requested on your sample unit, nor do we have the variety of table shapes. Does that disqualify us?

Answer: Yes. As per Section 2.2 of the RFP, “...the Manufacturing Firm must provide complete information on each Lot for which it is proposing and further certify that the Manufacturing Firm: a. can manufacture ALL required products that comprise that particular Lot(s)”; and “b. can meet the required specifications of the Sample Item for that particular Lot (as set forth in Attachment B of the RFP).” Section 2.2 of the RFP further states, “Failure to provide complete information for any Lot and to certify that the above requirements are met will result in the Manufacturing Firm being rejected as non-responsive for that particular Lot.”

2. Question: Are dealers allowed to be sellers, or is this a manufacturer direct contract?

Answer: The NJSDA is unclear as the meaning of “seller” in the context of this question. The foregoing notwithstanding, the contract will be with the Manufacturing Firm and the NJSDA. If you plan to utilize dealers, refer to Section 2.4 Organization Chart & Key Team Member List and Section 2.5 Approach to Providing the Scope of Services of the RFP for the requirements for your bid submission.

3. Question: What other furniture vendors are on the contract?

Answer: This will be a new contract so there are no other furniture vendors currently on the contract.

4. Question: As the manufacturer and brand, we go-to-market through authorized dealers and don't sell direct to end customers, nor do we install or set up at the end-customer site. That's what our authorized dealers do. So, how are we to respond to that capability and requirement in the RFP?

Answer: The contract will be with the Manufacturing Firm and the NJSDA. If you plan to utilize dealers, refer to Section 2.4 Organization Chart & Key Team Member List and Section 2.5 Approach to Providing the Scope of Services of the RFP for the requirements for your bid submission.

5. Question: As a manufacturer, we do not sell direct. Are we able to provide a list of authorized dealers who would be able to accept end user (i.e. school districts) purchase orders for processing?

Answer: See response to Question #4 above.

6. Question: In regards to the various lots and the samples that go with them, our product line would generally fall under lot 1. But one of the sample items you are requiring is a solid plastic combination desk. We do not manufacture that particular item. Due to this, would our bid be excluded for not being able to provide a sample of that item?

Answer: Yes. See response to Question #1 above.

7. Question: If we were to bid on a category, for example Lot 6, Seating-Upholstered, and be awarded a contract, would we only be able to sell products that pertain to this lot, or would we be able to sell our entire offering of furniture that would cross into other lots?

Answer: A Manufacturing Firm would only be able to sell products that pertain to the specific Lot(s) awarded.

8. Question: As a manufacturer, we do not sell directly. Are we allowed to designate partners to receive the POs and handle D&I?

Answer: See response to Question #4 above.

9. Question: I understand that this RFP requires a sample item specifically with lot 8 being a chair. However, Must this RFP (that includes the Technical and Fee Proposal) and sample item arrive together by the due date in June?

Answer: No. The Technical and Fee Proposal are due on or before July 11, 2022 (See Section A.1. above). The physical inspection of the Sample Item(s) will not be required until approximately early September. All firms will be notified of the due date for Sample Item(s) via addendum.

10. Question: Supply chains and raw material availability continues to impact lead times. Can the NJSDA consider removing, or extending, the 60 day lead time requirement and the replacement product window?

Answer: No. NOTE: The NJSDA anticipates the contract will be effect on or about April 3, 2023.

- 11. Question:** Would the NJSDA consider extending the length of time to make repairs beyond the 7 days as currently stated in the RFP?

Answer: See Section B.1.a. and B.1.b. above.

- 12. Question:** K – Punch List and Warranty Repairs: KI will make every effort to make repairs within 7 days. If for some reason there is an issue we'd work with each specific customer to explain any delays. The same would hold true for replacements. Some of our lead-times are greater than 30 days. Is this acceptable to NJSDA?

Answer: See Section B.1.a. and B.1.b. above. Repairs shall be made within fourteen (14) days. Replacements shall be provided and installed within thirty (30) days.

- 13. Question:** Will NJSDA be requesting a Best & Final after the initial bid submittal?

Answer: Yes. NJSDA will engage in negotiations with the Manufacturing Firms ranked highest in Technical Proposal evaluation criteria for each Lot in order to establish fair and reasonable pricing as per Section 1.4 of the RFP.

- 14. Question:** We have redesigned our early childhood multi purpose tables. We no longer offer them with the wooden leg. Will this disqualify us from bidding on this contract? We now offer them with chunky adjustable tube legs.

Answer: Yes. See response to Question #1 above.

- 15. Question:** Do you have a preferred format for the price list?

Answer: No, the firm should submit the Manufacturing Firm's most recent Price List(s).

- 16. Question:** Is the form on P 65 (CSV File) to be completed when a project is started w NJ SDA? Is there any need to complete this form when submitting my bid? When is completion of this form required?

Answer: Yes. There is no need to complete this form when you are submitting your bid. The CSV file would be required when submitting a quotation to the NJSDA.

- 17. Question:** Since a delivery date and address for samples is still TBD will the sample deadline be extended beyond the RFP deadline?ju;

Answer: See response to Question #9 above.

18. Question: Section 3.1, can you confirm that the Price List to be submitted with the fee proposal should show the list price for the item, and not the final discounted price to the NJSDA?

Answer: Confirmed.

19. Question: Would we be able to add freight to the invoices?

Answer: No. As per Section 3.1 of the RFP, “The unit prices listed on the Fee Proposal Form and in the submitted Price List are to be quoted as “Spotted Delivery” which means supply, FOB destination delivery, uncrating, spotting, assembly, installation, making ready for use, and removal of debris.”

20. Question: Would we be able to bid high pressure laminate tops instead of Hard Plastic we are unable to make.

Answer: No, the required specifications for Lot #1 Sample Item is for Hard Plastic. Also, see response to Question #1 above.

21. Question: Would we be able to substitute our standard polypropylene chairs for hard plastic chairs we are unable to make?

Answer: No, see response to Question #1 above.

22. Question: If we were awarded the Classroom furniture lot would we be able to sell our full line of furniture in that lot? We make Teachers desk, cabinets, soft seating, maker space products that we consider all classroom furniture.

Answer: No, see Attachment B Lot Specification for a description of products that NJSDA has determined belong in each Lot.

23. Question: When do you expect the contract to go into effect? We are expecting a price increase September 1st and would like to submit that price list with the contract if possible.

Answer: The NJSDA anticipates the contract will be effect on or about April 3, 2023.

24. Question: 5.1 Insurance 5.1.1.1: Please note that KI combined single limit is 1M per occurrence not 2M requested. Is this acceptable?

Answer: No.

25. Question: We suspect many manufactures will not be able to meet the requirement 2.1.21 “Buy American” Compliance. and thus open competition and responders to this RFP will be greatly reduced. We respectfully request if this requirement in 2.1.21 of the RFP for “Buy American” Compliance can be removed from the RFP to increase competition and the ability for more responders to respond offering the NJSDA greater choice and value?

Answer: We cannot accommodate this request. This section in the Agreement shall remain without any further modification.

- 26. Question:** No termination rights (Section 6.1). State has right to delay or suspend Services for up to 90 days without further compensation (6.3.1). Typically, furniture contracts have mutual termination rights. We respectfully request termination rights be modified to provide for mutual termination rights for both the state and the contract holder with 30 days written notice

Answer: We cannot accommodate this request. These sections in the Agreement shall remain without any further modification

- 27. Question:** 3.1.11 We request that this item be modified such that the contractor have the ability to invoice upon shipment with Net 30 day payment terms?

Answer: We cannot accommodate this request. These sections in the Agreement shall remain without any further modification

- 28. Question:** (2.3, 3.1.11 and 3.2.2) Who does the Inspection and acceptance of complete installation of products is required before invoice is processed for payment? How is this documented?

Answer: A NJSDA employee visually inspects and accepts the item in the NJSDA Furniture Purchasing System.

- 29. Question:** If I am understanding correctly, we only need to send one sample per Lot we are bidding for, correct? (per 2.3). Not a sample for every single item we are bidding?

Answer: A firm shall only submit one (1) Sample Item for each Lot that they are bidding except for Lot #1 which requires two (2) Sample Items.

- 30. Question:** Will there be an individual order minimum in either quantity and/or price for each of the schools being built/renovated? For example, will there be purchase orders with small quantities (e.g., 1 or 2 desks,) or the standard purchase order will satisfy enough furniture to furnish a classroom at a minimum, if not multiple classrooms or a school?

Answer: There is no individual order minimum in either quantity or price.

- 31. Question** If there is no order minimum as noted above, will there be an opportunity to adjust the bid contract to have a minimum order amount to have purchase orders from NJSDA have FOB destination delivery, uncrating, spotting, assembly, installation, making ready for use, and removal of debris?

Answer: No.

- 32. Question** Can our subcontractors receive the purchase orders, and work with us, as our dealer partners may have current relationships within the NJ school district(s) and maybe

working with that particular project on another facet (supporting a manufacturer provide product for a Lot we are not participating)?

Answer: See response to Question #4 above.

D. CHANGES TO PREVIOUS ADDENDA:

1. Not applicable.

E. ATTACHMENTS:

- 1.1. Notice of Intent to Participate Listing

Refer all questions to NJSDA Procurement Staff. Any bidder attempting to contact government officials (elected or appointed), including NJSDA Board members, NJSDA Staff (except for Procurement), Selection Committee members, NJSDA Consultants, and School District officials for information relating to this project or in an effort to influence the selection process may be immediately disqualified.

End of Addendum #1



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DATE: **June 21, 2022**

PROJECT #: **GP-0278-F01**
Furniture, Fixtures & Equipment for School Facilities Projects

DESCRIPTION: **Addendum #1**

Acknowledgement of Receipt of Addendum

The Manufacturing Firm must acknowledge the receipt of the Addendum by signing in the space provided below and returning via scanned copy (Dkutch@njsda.gov). Signed acknowledgement must be received prior to the Bid Due Date. Acknowledgement of the Addendum must be made on the NJSDA Fee Proposal Form. Please include a copy of this signed acknowledgement form in the Technical Proposal Submission.

Signature

Print Name

Company Name

Date

Attachment 1.1
Notice of Intent to Participate List

Aarco Products, Inc.
Academia Furniture Industries
Alumni Classroom Furniture Inc.
AmTab Manufacturing Corporation
Bluum
Biofit Engineered Products Limited Partnership
Brodart Co.
COE Distributing, Inc.
Columbia Manufacturing, Inc.
Commercial Furniture Group Inc.
Community Playthings
CEF – Custom Educational Furnishings
Dauphin North America
Diversified Spaces
Fomcore, LLC
Groupe Lacasse
Hamilton Casework Solutions
Hann Manufacturing Inc.
Hirsh
HON Company, The
Indiana Furniture Industries, Inc.
Jonti-Craft, INC.
Kaplan Early Learning Company
Krueger International, Inc.
Lakeshore Learning Materials, LLC
Mediatechnologies, LLC
Melhart Industries
Mien Company
MooreCo Inc.
National Public Seating
NorvaNivel
Palmer Hamilton LLC
PEPCO, Inc.
Powergistics
PS Furniture, Inc.
Russwood Library Furniture

Scholar Craft Products, Inc
Seating Inc.
SICO America, Inc
Smith System Manufacturing Company
Source International
Steelcase
Teknion, LLC
Three H Furniture Systems Limited
Toledo Furniture
Virco
Wenger Corporation
Whitney Brothers
Wood Designs
Worden Company, The