

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

DATE: June 28, 2022

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

DESCRIPTION: Addendum #2

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

- a. **MODIFY:** The third paragraph of Section 1.2 is modified as follows:

A successful Manufacturing Firm shall enter into a single FF&E Agreement (the “Agreement”), which will include a list of all Lots for which it will be responsible. The Term of the Agreement shall be for a period of three (3) years, or until all obligations of the Manufacturing Firm to deliver services pursuant to any existing Purchase Orders have been performed to the satisfaction of the NJSDA, whichever is later. The Agreement term may be extended for one (1) additional year at the NJSDA’s sole discretion. ~~*There will be no price escalation permitted during the initial term of three (3) years or the one (1) additional year extension.*~~

- b. **MODIFY:** The final two paragraphs of Section 1.4 are modified as follows:

Following the final technical ranking, the fee proposals submitted by the Manufacturing Firms will be opened and evaluated by the NJSDA’s staff. The Fee Proposal for each Lot shall consist of the Manufacturing Firm’s pricing for the Sample Item for the Lot in question. The Fee Proposal shall provide a list price, **and** a

percentage discount off the list price **for Years 1 through 4 of the contract,** ~~and a final price for purchase, inclusive of supply, FOB destination delivery, uncrating, spotting, assembly, installation, making ready for use, and removal of debris of the Sample Item.~~ NJSDA will then 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, **inclusive of supply, FOB destination delivery, uncrating, spotting, assembly, installation, making ready for use, and removal of debris.** Upon reaching a fair and reasonable price for the Sample Items, the NJSDA staff will recommend award of contracts to seven (7) Manufacturing Firms for each Lot whose Proposal is most advantageous to the NJSDA, price and other factors considered. **Note:** In the event that there are less than seven (7) responsive Manufacturing Firms identified for a particular Lot, the number of Manufacturing Firms for that particular Lot will be determined by the NJSDA by considering fair and reasonable pricing among other factors.

In any given year of the contract, ~~t~~The agreed upon price for the Sample Item shall represent ~~a~~**the applicable** percentage discount off the Manufacturing Firms ~~catalog~~ list price. This percentage discount will be applied to the Manufacturing Firm's ~~catalog~~ list price for all products in the winning Manufacturing Firm's product catalog that comprise the same Lot as the particular Sample Item.

- c. **MODIFY:** The fourth paragraph of Section 2.3 is modified as follows:

The Catalog must identify the Sample Item within the Proposal Product Line. The NJSDA has designated a Sample Item for each Lot, the specifications for which are set forth in Appendix I of the Agreement, Attachment A to this RFP. The Sample Items are expected to be the high-volume purchases within each Lot. Their pricing shall be used as the discount basis for a Manufacturing Firm's Fee Proposal (see Section 2.10, below). **In any given year of the contract,** ~~t~~The **applicable** discount from the successful Manufacturing Firm's list price for the Sample Item shall establish the discount (the "Discount") from the list price that shall be applied to all of the Manufacturing Firm's product lines for that Lot. The Catalog must also clearly identify the items within the Proposal Product Line that are the Required Products. A successful Manufacturing Firm must have all of the Required Products for the Lot continually available for purchase by the NJSDA, at the Discount.

- d. **MODIFY:** The fourth, fifth and sixth paragraphs of Section 3.1 are modified as follows:

The ~~unit~~ **list** 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. "Sticker" changes to the prices or any other modifications to the prices set forth in the Price List shall have no force or effect. No additional charges for shipping or for split delivery will be accepted. The NJSDA is exempt from State sales tax or use taxes and Federal excise tax and, therefore, **price quotations must not include such taxes.**

The term of any contract awarded to a Manufacturing Firm will be for a period of three (3) years, or until all obligations of the Manufacturing Firm to deliver services pursuant to any existing Purchase Orders have been performed to the satisfaction of the Authority, whichever is later. The contract term may be extended for one (1) additional year at the NJSDA's sole discretion. ~~There will be no price escalation permitted during the initial term of three (3) years or the one (1) additional year extension.~~

~~The proposed price for the Sample Item shall represent a discount off the Manufacturing Firm's published Price List for the item.~~ Proposed discounts shall be represented as whole percentages. **In any given year of the contract, the applicable** Discount shall be applied across the board to a successful Manufacturing Firm's ~~published catalog~~ **list** price for all products from any product line that are part of the same Lot as the particular Sample Item.

B. CHANGES TO THE PROCUREMENT DOCUMENTS:

1. Changes to the Agreement

- a. **MODIFY:** Section 1.11 is modified as follows:
 - 1.11 "Discount" means the **applicable** percentage reduction from the Price List (Appendix C) **in any given year during the Term that is** applicable to all Required Products for a Lot, established pursuant to the Sample Item for such Lot. The Discount applicable to each Lot is set forth in Appendix A (Special Conditions).
- b. **REPLACE:** Appendix A ("Special Conditions") with Attachment 2.1 ("Special Conditions"), dated June 28, 2022.
- c. **REPLACE:** Replace Appendix B, Section D.2 ("Website Catalog Development & Maintenance") in its entirety with new Section D.2. ("Electronic Catalog Development & Maintenance") as follows:

D.2 Electronic Catalog Development & Maintenance. Within ninety (90) Days of the Effective Date, the Manufacturing Firm shall make available an electronic document virtually displaying the contracted furniture for awarded furniture lot for the exclusive and secure use by the Manufacturing Firm, the NJSDA and Districts. The Manufacturing Firm's electronic document shall set forth the following information: identity of all Lots available through the document, model numbers, product descriptions, colors and detailed specifications. Furthermore, the Manufacturing Firm document content must show products with no pricing of items within an awarded lot. Other relevant information shall include current available finishes. The Manufacturing Firm shall provide updates to the document if an item is culled/discontinued during the Term of the Agreement. Failure to provide this document in the timeline outlined above could affect the ability for NJSDA to utilize your products on any upcoming projects.

2. Changes to the RFP Forms

- a. **REPLACE:** Replace the Fee Proposal Form dated May 6, 2022 with Attachment 2.2. Fee Proposal Form dated June 28, 2022.

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

1. Question: Explain "No price escalation". Are we to hold our pricing for the duration of the contract?

Answer: See Sections A.1, B.1.a, B.1.b and B.2.a above for changes to the Procurement to address pricing during the Term of the Agreement.

2. Question: Section 1.2 Basis of Award (page 4/118). The RFP states that there will be no price escalation permitted during the initial term of three (3) years or the one (1) additional year extension. In today's context, it's rare for a manufacturer to commit to a firm price for more than 12 months at a time. Would NJSDA allow annual price list adjustments, but applied to the same discounting? The discount would remain the same for the duration of the contract.

Answer: See response to Question #1 above.

3. Question: Is the NJSDA stating pricing cannot change at any point during the term of the contract? If so, will the NJSDA consider revisiting this?

Answer: See response to Question #1 above.

4. Question: Would the NJSDA consider revisiting the section based on local storage of product, assuming the end-user has verified they are ready and able to receive the product?

Answer: It is unclear as to what "section" is being referenced to in this question. There are no local storage requirements referenced in the RFP or Agreement.

5. Question: We would like to confirm in section 1.2, where it states the following: "There will be no price escalation permitted during the initial term of three years or the one additional year extension" Is this specific to just List Price or Discount Level, or both? Would a discount change be approved, if the list price stays the same for the term, if the economy is as volatile as it is now?

Answer: See response to Question #1 above.

6. Question: Discounts are to include installation. Is that at "standard" wage?

Answer: It is unclear as to the meaning of “standard” in the context of this question. The foregoing notwithstanding, the SDA will not pay a premium wage and/or holiday or overtime wages. Also for informational purposes, see response to Question #11.

7. Question: Is it understood that pricing and discounting must be held for the term of the contract which we will supply. Would NJSDA consider a 2nd bid option which would not include holding pricing for the term of the contract but rather be based on current list price at time of PO submittal?

Answer: See response to Question #1 above.

8. Question: D.2. Website Catalog. We can provide a site for NJSDA with catalogs, no pricing, finishes, etc...however we just want to note that this site would not allow for actual electronic purchasing?

Answer: See Section B.1.c above. A website is no longer required to be provided by the Manufacturing Firm.

9. Question: It’s understood that NJSDA can terminate this contract at any time. Does the same hold true for any awarded vendor?

Answer: The SDA is not in a position to provide legal advice as to a party’s rights or responsibilities under the contract. Please note that State contracts are required to include provisions permitting a termination of the contract for convenience, only by the State.

10. Question: We have 25 product lines each with different cost structures. The sample in the RFP resides in a product line that will have a cost structure for that line. Are we able to provide a discount based on the product line being quoted. I have attached a list of the different product lines we currently offer.

Answer: No, as per Section 3.1, Fee Proposal Submission, as modified by Section A.1d above, “Proposed discounts shall be represented as whole percentages. In any given year of the contract, the applicable Discount shall be applied across the board to a successful Manufacturing Firm’s list price for all products from any product line that are part of the same Lot as the particular Sample Item.”

11. Question: Section 3.1, should we account for prevailing wage rates in the Spotted Delivery price?

Answer: No. Prevailing wage rates do not apply to this Procurement.

12. Question: Section 3.1.9, is this referring to an increase in the list price or an increase in the percentage discount?

Answer: This section is referring to List Price.

13. Question: Section 3.1.9, taking into account current market volatility, is there a mechanism in the contract that allows for a price increase based on proof of material cost increases?

Answer: See response to Question #1 above.

14. Question: With the uncertainty of inflation over the next few years would NJSDA consider a price escalation during the initial term of the contract and additional year extension?

Answer: See response to Question #1 above.

15. Question: Based on the validity of the marketplace will the NJSDA allow for a mid-term update to our publicly publish price list?

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

16. Question: Would we be able to update our price list with price increases at least once a year?

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

17. Question: Would we be able to charge storage fees if we are not informed of a shipping date moved out in under two weeks of the shipment date.

Answer: No.

18. Question: 3.1.11, would we be able to request this be changed to be able to invoice upon shipment and have net 30 day payment terms.

Answer: No, these terms in the Agreement shall remain without any further modification.

19. Question: Can we get more information on what is required for the secure website, our current website is not secure we are working on a secure dealer portal but do not know if it will be ready in 90 days.

Answer: See response to Question #8 above.

20. Question Does the manufacturer have the ability to “remove” a product at any time during the term of the contract? Even if that product was not “discontinued”?

Answer: It is unclear as to the meaning of “remove” in the context of this question. The foregoing notwithstanding, Section 2.2.1 of the Agreement states, “Except as provided in this section 2.2, during the Term, the Manufacturing Firm shall make available for sale to the NJSDA the Sample Item and the Required Products for each Lot for which the Manufacturing Firm has been engaged, as set forth in Appendix A, without interruption.” Additionally, please refer to Section 2.2 in its entirety as to discontinuance and modification of products, as well as addition of new products.

- 21. Question:** 2.1 General: 2.6 Delivery Installation & Delays: Delay of Shipment & Storage: KI can delay shipment of project provided we are informed of the delay 21 days prior to the scheduled ship date. If informed less than 21 days prior to ship date NJSDA customer would be responsible for storage charges. Is this acceptable?

Answer: No.

- 22. Question:** Given the state of the economy, rapid inflation, and supply chain challenges in all industries, the ability for manufacturers to comply with and offer a four year price list hold, correct (3+1)?, is virtually non existent and not requested or required in current contracts. We respectfully request if this requirement can be changed to be the discount % off list be firm for the term of the contract (3+1), yet that the Price Lists can be updated at a minimum, at least once every 12 months, preferably twice every 12 months?

Answer: See response to Question #1 above.

- 23. Question:** Considering our current economic climate, supply chain disruptions and extraordinary inflation rates that are causing costs to rapidly increase, we ask if the State will allow the Price List in effect on the date of execution of the agreement to be the beginning Price List of the contract?

Answer: We cannot accommodate this request. Also, see response to Question #1 above.

- 24. Question:** a.) What is the process for receipt and acceptance of Products and b.) how quick has this process been on the current Furniture, Fixtures & Equipment contract this new contract will be replacing, ie number of days (L. INVOICING)?

Answer: a.) See Section 2.3 of the Agreement and Section L. "Invoicing" in Appendix B of the Agreement. b.) The time for receipt and acceptance may vary based on the type or quantity of items provided, status of project construction and individual project logistics.

- 25. Question:** (app-B.D.2) Can you provide an example of what is expected for, Must set up and maintain web site displaying contracted furniture for awarded furniture lot for the exclusive and secure use by the NJSDA and Districts?

Answer: See response to Question #8 above.

- 26. Question:** How quickly after execution of the agreement and how often throughout the Term may a Manufacturing Firm request an amendment to the Agreement for purposes of adjusting the Price List?

Answer: See response to Question #1 above.

- 27. Question:** Can a Manufacturing Firm submit a joint bid with a Subsidiary or Partner to supply the required Products?

Answer: It is unclear as to the meaning of “joint bid” in the context of this question. For purposes of this Procurement, and as referenced in the RFP, contracts will be between a Manufacturing Firm and the NJSDA.

28. Question: How quickly after an award can a Manufacturing Firm negotiate an Agreement

Answer: As stated in Section 1.4 of the RFP, after submission of the Fee Proposal, “NJSDA will then 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. Upon reaching a fair and reasonable price for the Sample Items, the NJSDA staff will recommend award of contracts to seven (7) Manufacturing Firms for each Lot whose Proposal is most advantageous to the NJSDA, price and other factors considered.” As per the Introduction section of the RFP, “Upon award, the NJSDA will forward the Form of Furniture, Fixtures and Equipment Agreement to the successful Manufacturing Firm(s) for immediate execution, without modification.”

29. Question: What is the process a Manufacturing Firm must follow to request an Amendment to the Agreement?

Answer: Any request for an Amendment must be submitted in writing. Depending on the nature of the proposed Amendment, additional information may be required, as set forth in the Agreement.

30. Question: In the case where the manufacture does not currently support a B2C (Business to customer) model; will you allow a reseller to bid, sell, and function as the sales entity for the manufacture’s equipment on their behalf. Piggy backing off of that question; If the answer is no – can a manufacture list specific re-sellers to sell their equipment?

Answer: The NJSDA is unclear as the meaning of “reseller” 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.

31. Question: Does the NJSDA need us to spell out every single model (for the manufacturer) that they can possibly sell along with pricing? i.e. chair 1 \$5, chair 2 \$10, chair3 \$15?

Answer: Yes, the Price List must include each model that is being offered by the Manufacturing Firm for each Lot for which the Manufacturing Firm is submitting.

32. Question: The pricing we need to submit is a discount off of MSRP, correct? (i.e. are we submitting a sell price for each individual unit or a standard discount per manufacture, product, or lot?)?

Answer: Yes, as per Section 3.1 Fee Proposal Submission, of the RFP, as modified in Section A.1.d above.

33. Question: Does the NJSDA have an anticipated order minimum for the items within the lots/projects that are supported in the noted bid, as pricing to be held for 3 years and a possible fourth year, will the NJSDA guarantee as certain amount of product ordered from each eligible manufacturer?

Answer: No.

34. Question: If there is no anticipated minimum order, can an exception be placed to allow for possible pricing changes to be reviewed annually or semi-annually?

Answer: No. See response to Question #1 above.

35. Question: Is the labour rate for installation based on prevailing wage?

Answer: No. Prevailing wage rates do not apply to this Procurement.

36. Question: Question 25 [in Addendum #1] eliminates Teknion from consideration since a lot of their product is sourced in Canada. I see that the agency is not allowing any exceptions, not even for North American sourced manufacturers?

Answer: The NJSDA is required to comply with State law, including Sections 52:32-1 and N.J.S.A. 52:33-1 et seq. of the Statutes of the State of New Jersey. The legal requirements of these statutory sections are addressed in Section 2.1.21 of the Agreement, which states:

2.1.21 “Buy American” Compliance. The Manufacturing Firm shall comply with N.J.S.A. 52:32-1 and N.J.S.A. 52:33-1 et seq., which prohibit the use of materials or farm products produced and manufactured outside of the United States to be used in any public work. The NJSDA interprets this requirement consistent with analogous federal guidance, which provides that goods may be considered “produced or manufactured in the United States,” without regard to the origin of components or subcomponents used in such manufactured goods, as long as the manufacturing (which includes assembly) occurs in the United States.

D. CHANGES TO PREVIOUS ADDENDA:

1. Not applicable.

E. ATTACHMENTS:

2.1 Appendix A (“Special Conditions”) to the Agreement, dated June 28, 2022

2.2 Fee Proposal Form dated June 28, 2022

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 #2



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

DATE: June 28, 2022
PROJECT #: GP-0278-F01
Furniture, Fixtures & Equipment for School Facilities Projects
DESCRIPTION: Addendum #2

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 2.1

APPENDIX A

SPECIAL CONDITIONS

A.1 Notices shall be addressed as follows:

NJSDA: New Jersey Schools Development NJSDA
32 East Front Street
Trenton, NJ 08625
Attention: Cheryl Walcott Bediako

Supplying
Manufacturer:

B.1 Assigned Lots and Applicable Discount:

LOT #	DISCOUNT PERCENTAGE %			
	(Year 1)	(Year 2)	(Year 3)	(Year 4)

ATTACHMENT 2.2
FEE PROPOSAL FORM

MANUFACTURING FIRM NAME: _____

Lot #	Lot Name	List Price	Bid Discount % (Year 1)	Bid Discount % (Year 2)	Bid Discount % (Year 3)	Bid Discount % (Year 4)	Date of Price List/ Price List number
1	Classroom Furniture						
	Trapezoidal Desk	\$ _____	_____ %	_____ %	_____ %	_____ %	_____
	4-Leg Molded Chair	\$ _____					
2	Early Childhood Furniture	\$ _____	_____ %	_____ %	_____ %	_____ %	_____
3	Office Furniture-Wood Veneer	\$ _____	_____ %	_____ %	_____ %	_____ %	_____
4	Office Furniture-Systems	\$ _____	_____ %	_____ %	_____ %	_____ %	_____
5	Office Furniture-Metal	\$ _____	_____ %	_____ %	_____ %	_____ %	_____
6	Seating-Upholstered	\$ _____	_____ %	_____ %	_____ %	_____ %	_____
7	Library/Lounge Furniture	\$ _____	_____ %	_____ %	_____ %	_____ %	_____
8	Music Furniture & Equipment	\$ _____	_____ %	_____ %	_____ %	_____ %	_____

Lot #	Lot Name	Unit Price	Bid Discount % (Year 1)	Bid Discount % (Year 2)	Bid Discount % (Year 3)	Bid Discount % (Year 4)	Date of Price List/ Price List number
9	Cafeteria Furniture	\$ _____	_____ %	_____ %	_____ %	_____ %	_____
10	Technology Mobile Security Storage Carts	\$ _____	_____ %	_____ %	_____ %	_____ %	_____
11	Art Room Pottery Equipment	\$ _____	_____ %	_____ %	_____ %	_____ %	_____
12	Medical Furniture & Equipment	\$ _____	_____ %	_____ %	_____ %	_____ %	_____
13	Science Tables and Science Storage	\$ _____	_____ %	_____ %	_____ %	_____ %	_____
14	Folding Tables & Chairs	\$ _____	_____ %	_____ %	_____ %	_____ %	_____
15	Casework - Wood Veneer	\$ _____	_____ %	_____ %	_____ %	_____ %	_____
16	Casework - Plastic Laminate	\$ _____	_____ %	_____ %	_____ %	_____ %	_____
17	STEM, Robotics, Technology Worktables/Cabinets and Tall Wood Storage	\$ _____	_____ %	_____ %	_____ %	_____ %	_____

****Please note that final negotiated prices will be inclusive of Spotted Delivery.** Spotted Delivery means that delivery shall include supply, FOB destination delivery, uncrating, spotting, assembly, installation, making ready for use, and removal of debris.

ADDENDA:

The Bidder acknowledges receipt and incorporation into this bid of the following Addenda:

Number: _____

Dated: _____

I am duly authorized to sign this Fee Proposal on behalf of the named Manufacturing Firm.

Signature: _____

Print Name: _____

Title: _____

Date: _____