



Request for Proposal 10-X-20868

For: Plumbing & Heating Supplies/ Equipment - Statewide

Event	Date	Time
Bidder's Electronic Question Due Date (Refer to RFP Section 1.3.1 for more information.)	04/01/09	5:00 PM
Mandatory Pre-bid Conference	N/A	N/A
Mandatory Site Visit	N/A	N/A
Bid Submission Due Date (Refer to RFP Section 1.3.2 for more information.)	04/15/09	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	Category
	<input type="checkbox"/> Not Applicable	
	<input checked="" type="checkbox"/> Entire Contract	<input checked="" type="checkbox"/> I
	<input type="checkbox"/> Partial Contract	<input checked="" type="checkbox"/> II
	<input type="checkbox"/> Subcontracting Only	<input checked="" type="checkbox"/> 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: March 11, 2009

Table of Contents

1.0 INFORMATION FOR BIDDERS	5
1.1 PURPOSE AND INTENT	5
1.2 BACKGROUND.....	5
1.2.1 GEOGRAPHIC ZONES.....	5
1.2.2 CONTRACT OPERATION	6
1.3 KEY EVENTS	6
1.3.1 ELECTRONIC QUESTION AND ANSWER PERIOD	6
1.3.2 SUBMISSION OF BID PROPOSAL	6
1.4 ADDITIONAL INFORMATION	7
1.4.1 ADDENDA: REVISIONS TO THIS RFP	7
1.4.2 BIDDER RESPONSIBILITY	7
1.4.3 COST LIABILITY	7
1.4.4 CONTENTS OF BID PROPOSAL	7
1.4.5 BID OPENING	8
1.4.6 BID ERRORS.....	8
1.4.7 JOINT VENTURE	9
2.0 DEFINITIONS	10
2.1 GENERAL DEFINITIONS.....	10
3.0 COMMODITY DESCRIPTION/SCOPE OF WORK	11
3.1 GENERAL	11
3.2 FEDERAL/STATE COMPLIANCE.....	11
3.3 DOMESTIC PRODUCTS	11
3.4 MERCURY FREE PRODUCTS.....	11
3.5 TRA-SER PRO PLUMBING AND MECHANICAL CATEGORIES.....	12
3.6 SPECIAL REQUIREMENTS	16
3.6.1 LOCATION IN REGION	16
3.6.2 HOURS OF DELIVERY.....	16
3.6.3 REGULAR DELIVERY	16
3.6.4 EMERGENCY DELIVERY	16
3.7 PRICE VERIFICATION	16
3.8 WARRANTY REQUIREMENTS	16
3.9 MANUFACTURER'S AUTHORIZATION	17
3.10 DELIVERY/PICKUP REQUIREMENTS	17
3.11 CONTRACTORS RESPONSIBILITIES.....	17
3.12 ADDITIONAL REQUIREMENTS	17
3.12.1 RETURNS.....	17
4.0 BID PROPOSAL PREPARATION AND SUBMISSION	18
4.1 GENERAL	18
4.2 BID PROPOSAL DELIVERY AND IDENTIFICATION	18
4.3 NUMBER OF BID PROPOSAL COPIES.....	18
4.4 BID PROPOSAL CONTENT	19
4.4.1 FORMS THAT MUST BE SUBMITTED WITH BID PROPOSAL	19
4.4.2 PROOFS OF REGISTRATION THAT MUST BE SUBMITTED WITH THE BID PROPOSAL	19
4.4.3 FORMS THAT MUST BE SUBMITTED BEFORE CONTRACT AWARD AND SHOULD BE SUBMITTED WITH THE BID PROPOSAL.....	20
4.4.4 SUBMITTALS.....	20
4.4.5 FINANCIAL CAPABILITY OF THE BIDDER	21
4.4.6 PRICING	21
4.4.7 METHOD OF BIDDING.....	21
4.4.8 COOPERATIVE PURCHASING	22
5.0 SPECIAL CONTRACTUAL TERMS AND CONDITIONS	22
5.1 PRECEDENCE OF SPECIAL CONTRACTUAL TERMS AND CONDITIONS.....	22

5.2 CONTRACT TERM AND EXTENSION OPTION	22
5.3 CONTRACT TRANSITION	23
5.4 CONTRACT AMENDMENT	23
5.5 CONTRACTOR'S WARRANTY	23
5.6 ITEMS ORDERED AND DELIVERED	23
5.7 REMEDIES FOR FAILURE TO COMPLY WITH MATERIAL CONTRACT REQUIREMENTS	23
5.8 MANUFACTURING/PACKAGING REQUIREMENTS	24
5.9 CLAIMS	24
5.10 CONTRACT ACTIVITY REPORT	24
5.11 PUBLIC WORKS CONTRACT-ADDITIONAL AFFIRMATIVE ACTION REQUIREMENT	25
6.0 PROPOSAL EVALUATION	25
6.1 EVALUATION CRITERIA	25
6.2 ORAL PRESENTATION AND/OR CLARIFICATION OF BID PROPOSAL	25
6.3 BID DISCREPANCIES	26
7.0 CONTRACT AWARD	27
7.1 DOCUMENTS REQUIRED BEFORE CONTRACT AWARD	27
7.1.1 REQUIREMENTS OF N.J.S.A. 19:44A-20.13-25 (FORMERLY EXECUTIVE ORDER 134)	27
7.2 FINAL CONTRACT AWARD	29
7.3 INSURANCE CERTIFICATES	29
8.0 CONTRACT ADMINISTRATION	29
8.1 CONTRACT MANAGER	29
8.1.1 STATE CONTRACT MANAGER RESPONSIBILITIES	29
8.1.2 COORDINATION WITH THE STATE CONTRACT MANAGER	30

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 Division of Small, Minority and Women Business Development. 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 Division of Small, Minority and Women Business Development. Any business that seeks to register as a Small Business is required to submit a fee along with its application to Division of Small, Minority and Women Business Development.

All necessary forms and any additional information concerning registration may be obtained by contacting the Division of Small, Minority and Women Business Development 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:

DIVISION OF SMALL, MINORITY AND WOMEN BUSINESS DEVELOPMENT
33 WEST STATE STREET - FIRST FLOOR
PO BOX 026, TRENTON, NJ 08625-0026
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 the States Using Agencies. The purpose of this RFP is to solicit bid proposals for plumbing and heating equipment and supplies.

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 07/27/07 will apply to all contracts or purchase agreements made with the State of New Jersey. These terms are in addition to the terms and conditions set forth in this RFP and should be read in conjunction with them unless the RFP specifically indicates otherwise.

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

1.2 BACKGROUND

This is a reprocurement of the **Plumbing and Heating Supplies and Equipment** term contract, presently due to expire on **June 30, 2009**. Bidders who are interested in the current contract specifications and pricing information may review the current contract T0207 at <http://www.state.nj.us/treasury/purchase/contracts.htm>.

1.2.1 GEOGRAPHIC ZONES

The contracts will be awarded in accordance with the geographic zones defined below. A bid for a region means that the bidder will service the entire region. Bids that do not include every county in a region will not be considered for that region. Each bidder must indicate which zone(s) it is bidding on each price line item. Failure to provide the requested information may result in rejection of the bid proposal.

NORTH		CENTRAL	SOUTH
Bergen Co. Essex Co. Co Hudson Co. Morris Co. Passaic Co. Somerset Co Sussex Co.	Union Co. Warren	Hunterdon Co Mercer Co Middlesex Co Monmouth Co Ocean Co.	Atlantic Co Burlington Co. Camden Co. Cape May Co. Cumberland Co. Gloucester Co. Salem Co.

1.2.2 CONTRACT OPERATION

This contract will be awarded to three bidders per each line per region. Using Agencies are instructed to purchase from the lowest priced contractor for the product for the region. This contract is based on the highest discount from the same original price list, TRA-SER Pro Plumbing and Mechanical Database, and consequently the primary contractor will always be the lowest cost contractor. The only exception is that in an emergency situation, involving the necessary pickup of materials by a Using Agency, the Using Agency is permitted to factor the cost/time of pick up in the selection of a contractor. In making such a determination, the Using Agency may consider a contractor for an adjacent region but in close proximity to the Using Agency. In addition, the Using Agency may use a secondary or tertiary contractor if the primary contractor does not have a needed product available in accordance with the delivery requirements set forth in the RFP. In the event the primary contractor is not used, the Using Agency must document the reason for selecting the secondary or tertiary. The rationale must conform to the parameters set forth here.

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.htm>.

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.

Procedural inquiries on this RFP may be directed to RFP.procedures@treas.state.nj.us. This e-mail address may also be used to submit requests to review bid documents. The State will not respond to substantive questions related to the RFP or any other contract via this e-mail address.

To submit an RFP or contract related question, go to the Current Bidding Opportunities webpage or to <http://ebid.nj.gov/QA.aspx>.

1.4 ADDITIONAL INFORMATION

1.4.1 ADDENDA: REVISIONS TO THIS RFP

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

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

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

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

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

1.4.2 BIDDER RESPONSIBILITY

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

1.4.3 COST LIABILITY

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

1.4.4 CONTENTS OF BID PROPOSAL

Subsequent to bid opening, all information submitted by bidders in response to the bid solicitation is considered public information, except as may be exempted from public disclosure by the Open Public Records Act, [N.J.S.A. 47:1A-1 et seq.](#), and the common law. Because the State proposes to negotiate and/or pursue a Best and Final Offer, bid proposals will not be made public until the Letter of Intent to Award is issued.

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.**

By signing the cover sheet of this RFP, the bidder waives any claims of copyright protection set forth within the manufacturer's price list and/or catalogs. The price lists and/or catalogs must be accessible to State using agencies and cooperative purchasing partners and thus have to be made public to allow all eligible purchasing entities access to the pricing information.

All bid proposals, with the exception of information determined by the State or the Court to be proprietary, are available for public inspection after the Letter of Intent to Award is issued. At such time, interested parties can make an appointment with the Purchase Bureau to inspect bid proposals received in response to this RFP.

1.4.5 BID OPENING

On the date and time bid proposals are due under the RFP, only the names of the bidders submitting bid proposals will be publicly announced. The contents of the bid proposals shall remain confidential until the Notice of Intent to Award is issued by the Director.

1.4.6 BID ERRORS

In accordance with N.J.A.C. 17:12-1.22, "Bid Errors," a bidder may withdraw its bid as follows:

A bidder may request that its bid be withdrawn prior to bid opening. Such request must be made, in writing, to the Supervisor of the Business Unit. If the request is granted, the bidder may submit a revised bid as long as the bid is received prior to the announced date and time for bid opening and at the place specified.

If, after bid opening but before contract award, a bidder discovers an error in its proposal, the bidder may make written request to the Supervisor of the Business Unit for authorization to withdraw its proposal from consideration for award. Evidence of the bidder's good faith in making this request shall be used in making the determination. The factors that will be considered are that the mistake is so significant that to enforce the contract resulting from the proposal would be unconscionable; that the mistake relates to a material feature of the contract; that the mistake occurred notwithstanding the bidder's exercise of reasonable care; and that the State will not be significantly prejudiced by granting the withdrawal of the proposal. Note: a PB-36 complaint form may be filed and forwarded to the Division's Contract Compliance and Audit Unit (CCAU) for handling. A record of the complaint will also be maintained in the Division's vendor performance file for evaluation of future bids submitted.

All bid withdrawal requests must include the bid identification number and the final bid opening date and sent to the following address:

Department of the Treasury
Purchase Bureau, PO Box 230
33 West State Street – 9th Floor
Trenton, New Jersey 08625-0230
Attention: Supervisor, Business Unit

If during a bid evaluation process, an obvious pricing error made by a potential contract awardee is found, the Director shall issue written notice to the bidder. The bidder will have five days after receipt of the notice to confirm its pricing. If the vendor fails to respond, its bid shall be considered withdrawn, and no further consideration shall be given it.

If it is discovered that there is an arithmetic disparity between the unit price and the total extended price, the unit price shall prevail. If there is any other ambiguity in the pricing other than a disparity between the unit price and extended price and the bidder's intention is not readily discernible from other parts of the bid proposal, the Director may seek clarification from the bidder to ascertain the true intent of the bid.

1.4.7 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.

2.0 DEFINITIONS

2.1 GENERAL DEFINITIONS

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

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

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

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

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

Contractor - The contractor is the bidder awarded a contract.

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

Division - The Division of Purchase and Property.

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

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

Request for Proposal (RFP) - This document, which establishes the bidding and contract requirements and solicits bid proposals to meet the purchase needs of [the] 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

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

3.0 COMMODITY DESCRIPTION/SCOPE OF WORK

3.1 GENERAL

The contract(s) resulting from this RFP shall include the categories listed in Section 3.5 of this RFP **ONLY**. The categories are based on the TRA-SER Pro Plumbing & Mechanical database. TRA-SER assigns what is referred to as a “TRA-SER commodity code” to each of these categories for navigational purposes when using their database. **Any other categories contained in the TRA-SER Pro Plumbing & Mechanical database are not included within the scope of this RFP.**

The Tra-Ser Pro Plumbing Software can be obtained from Trade Service Company. The main contacts for more information or for obtaining a copy of the Tra-Ser Pro Software are as follows:

Trade Service Company
15092 Avenue of Science
San Diego, CA 92128

Mary Melton
Senior Account Manager
Trade Service
800-710-8987 phone
858-521-1441 fax
mary_melton@tradeservice.com

and
Karen Hart
Sales Manager, Government and Education Markets
Trade Service
800-854-1527 ext. 1533
Direct Florida Line: 352-683-6115
karen_hart@tradeservice.com

3.2 FEDERAL/STATE COMPLIANCE

Pipe fittings shall meet the requirements for Federal Specifications WW-P-4718, WW-P-501B, WW-P-491B, WW-P521F, WW-F-496B, WW-N-351B, WW-T-799D, L-P-320, including the latest supplements, as well as NJ Specification No. 7964-00.

3.3 DOMESTIC PRODUCTS

All black pipe, copper tubing, refrigeration tubing, copper and brass pipe, copper tube sweat fittings, copper drainage waste and vent fittings and copper tube flared fittings offered in response to this RFP and purchased from contracts awarded as a result of this RFP must be domestically produced. No imported products are to be bid upon or supplied under any contract awarded for these items.

3.4 MERCURY FREE PRODUCTS

To the extent that it is practical, Using Agencies are encouraged to purchase, and contractors are encouraged to supply, mercury-free products.

3.5 TRA-SER PRO PLUMBING AND MECHANICAL CATEGORIES.

The contracts resulting from this RFP shall include the following categories:

<u>Price Lines</u>	<u>Tra-Ser Pro #</u>	<u>Commodity Descriptions</u>
00001-00006	006P	Vitreous China Toilet/Bidet/Urinal
00007-00012	007P	Vitreous China Tank/Tank Lid
00013-00018	008P	Acrylic/Vitreous China Bowl
00019-00025	018P	Shwr Drs/Misc Tlt, Tnk, Bwl, Bdt & Urnl
00026-00031	019P	Misc. Fixtures/Toilet/Closet Seats
00032	021P	Vitreous China Lavatory
00033-00035	023P	Acrylic/Plastic Lavatory
00036-00040	027P	Acrylic/Plastic Kitchen Sink
00041-00043	028P	Stainless Steel Kitchen Sink
00044-00049	029P	Mop Sinks & Laundry Sinks
00050-00053	030P	Bar Sinks & Entertainment Sinks
00054-00057	031P	Cabinets&Accy Trim (Mir, Soap Dish, Etc)
00058-00061	032P	Miscellaneous Sinks
00062-00063	042P	Acryl/Plstc Tub, Shr&Tub/Shr Enc/Mod
00064	043P	Fiberglass/Gelcoat Tub, Shr&Tub/Shwr Enc/Mod
00065-00067	044P	Misc Tub,Wp Tubs,Shr&Tub/Shr Enc/Mod
00068-00072	045P	Shower Doors, Tub/Shower Doors
00073-00076	046P	Shower Pans & Receptors
00077-00080	047P	Tub Aprons
00081-00087	051P	Ball Cocks
00088-00096	053P	Flush Valves & Parts
00097-00101	054P	Faucet Parts-Lvrs,Hdls,Stms,Dvrtr,Aeratr
00102-00105	055P	Plbg Brass-Fcts, Accytrim, Flgs, Fillers
00106-00109	056P	Specialties - Faucets
00110-00112	057P	Tblr Brass-Waste,Overflows,Stops,Sj Ftgs
00113-00120	058P	Tubular Plastic-Waste, Overflows, Stop
00121-00124	059P	Misc. - Adapters, Keys & Nuts
00125-00126	073P	Drinking Fountains/Water Coolers
00127-00128	074P	Fountain Valves & Pedal Valves
00129	075P	Fans
00130-00132	076P	Hot Water Dispensers & Parts
00133	077P	Trash Compactors
00134-00135	079P	Miscellaneous Appliances
00136-00138	121P	Accessories - Storage Tanks
00139-00142	122P	Electrical/Commercial Water Heaters
00143-00147	123P	Electrical/Residential Water Heaters
00148-00149	129P	Misc. Water Heaters
00150-00154	151P	A/C Room/Central/Evaporative
00155-00160	153P	Heat Pumps & Accessories
00161	154P	Heating/Warm air & Accessories
00162-00164	155P	Hydronic Systems, Boilers & Accy
00165-00168	156P	Radiant/Infraray & Accessories
00169-00172	157P	Radiation/Baseboard & Accessories
00173-00174	158P	Radiators & Accessories Htg Boilers

00175-00180	171P	Water Conditioners
00181-00186	172P	Water Filters
00187-00192	211P	Heating/Air Conditioning, Thermostats
00193-00201	212P	Hydronic Specialties, Backflow Preventers
00202-00205	214P	Switches Gauges Regulators Thermometers
00206-00208	215P	Actuators, Relays, Transducers
00209-00210	216P	Transmitters, Receivers, Pilots, Dampers
00211-00216	217P	Transformers
00217-00219	218P	Motors, Mountings & Accessories
00220-00221	219P	Misc. Controls, Control Panels & Modules
00222-00224	351P	Duct Pipe
00225-00227	352P	Chimney Pipe
00228-00229	359P	Misc. Sheet Metal Pipe
00230-00232	361P	Chimney Pipe Ftgs
00233-00235	364P	Duct Pipe Ftgs
00236-00238	369P	Misc. Sheet Mtl Pipe Ftgs
00239-00240	371P	Grilles
00241-00242	372P	Registers
00243-00244	373P	Diffusers
00245	374P	Dampers
00246-00248	375P	Louvers
00249-00251	379P	Misc. Grilles, Registers & Diffusers
00252-00255	381P	Specialties Flashings
00256-00258	413P	Cast Iron Soil - Sv Bell & Spigot Pipe
00259-00261	415P	Cast Iron Soil - No Hub Pipe
00262	416P	Clay Pipe
00263-00266	421P	Plastic Pipe - CPVC, Polyethylene, PVC
00267	423P	Plastic Pipe - ABS/DWV
00268-00269	424P	Plastic Pipe - PVC/DWV
00270-00272	427P	Plastic Pipe - Sewer & Drain
00273-00277	429P	Plastic Pipe - Misc.
00278-00280	442P	Steel Pipe - Domestic
00281-00282	443P	Steel Pipe - Import
00283-00284	448P	Ductile Iron Pipe
00285-00286	451P	Tubing - Aluminum
00287-00289	452P	Tubing - Brass
00290-00292	461P	Copper Tubing (DWV)
00293-00295	462P	Copper Tubing (Pressure)
00296-00298	463P	Copper-Refrig Tubing, ACR, OXY-MED
00299	481P	Rubber Tubing
00300-00304	499P	Misc. Tubing
00305-00310	502P	Brass/Bronze Fittings
00311	503P	CI Soil Ftgs-Bell&Spgt,SV&XH,Bckwtr Vlvs
00312-00313	504P	Mall/CI Ftgs-Scrwd & Flg Blk & Gal Flg
00315-00317	505P	Cast Iron Soil Ftgs-No-Hub, Bckwtr Vlvs
00318-00319	510P	Ductile Iron Pipe Fittings
00320-00323	511P	Plastic Ftgs,Insrt Ftgs,Poly,PEX Crssl P
00324-00326	512P	Plastic Ftgs - PVC Schedule 40 & 80
00327-00329	514P	Plastic Fittings - PVC/DWV
00330	515P	Plastic SDR Sewer & Drain Ftgs
00331-00332	516P	

00333	520P	Forged Steel Ftgs/Grooved Ftgs
00334-00336	521P	Weld Ftgs,Flgs,O-Lets(Domestic&Import)
00337-00341	522P	Merchant Couplings/Bushings/Locknuts
00342	523P	Seamless Steel Weld Fittings & Flanges
00343-00344	525P	Pipe&Tube Ftgs - Pipe&Ind Ftgs Wtrwrks
00345	528P	Ferritic Alloy Chrome Moly Pipe Fitting
00346-00349	529P	Misc. Pipe Fittings
00350-00352	531P	Brass Fittings - Compression, Insert
00353-00356	532P	Brass Flare Fittings
00357-00358	541P	Copper Fittings (DWV/Cast)
00359-00360	542P	Copper Fittings (DWV/Wrot)
00361-00362	543P	Copper Fittings (Pressure/Cast)
00363-00364	544P	Copper Fittings (Pressure/Wrot)
00365-00369	545P	Copper Misc. Fittings
00370	551P	Plastic Compression Fittings
00371-00373	559P	Plastic Misc. Fittings
00374-00375	562P	Steel Fittings
00376	569P	Misc. Tubing Fittings
00377-00379	571P	Brass
00380-00382	572P	Plastic
00383-00384	573P	Stainless Steel
00385-00386	574P	Steel Pipe Nipples - Seamless/Welded
00387	575P	Swage Nipples
00388-00389	576P	Bull Plugs
00390-00394	579P	Misc. Nipples
00395-00397	581P	Hangers
00398-00401	582P	Insulation/Covering
00402	583P	Metal Framing, Channeling & Accy
00403-00405	589P	Misc. Pipe Hangers & Accy
00406-00409	611P	Bronze Gate Valves
00410-00413	612P	Iron Gate Valves
00414-00416	613P	Steel Gate Valves
00417-00418	614P	Plastic Gate Valves
00419-00421	616P	Brass Gate Valves
00422-00424	619P	Gate Valve Parts & Accessories
00425-00428	621P	Bronze Globe/Angle Valves
00429-00432	622P	Iron Globe/Angle Valves
00433-00434	623P	Steel Globe/Angle Valves
00435-00436	624P	Plastic Globe/Angle Valves
00437-00438	626P	Brass Globe/Angle Valves
00439—00440	628P	Miscellaneous Globe/Angle Valves
00441-00443	629P	Globe/Angle Valve Parts & Accessories
00444-00446	631P	Bronze Check Valves
00447-00450	632P	Iron Check Valves
00451-00454	633P	Steel Check Valves
00455-00457	634P	Plastic Check Valves
00458-00461	636P	Brass Check Valves
00462-00468	639P	Check Valve Parts & Accessories
00469-00471	641P	Bronze Ball Valves
00472-00473	642P	Iron Ball Valves
00474	643P	Steel Ball Valves
00475-00476	644P	Plastic Ball Valves

00477-00479	646P	Brass Ball Valves
00480-00481	648P	Miscellaneous Ball Valves
00482-00484	649P	Ball Valves Parts & Accessories
00485-00487	651P	Bronze Butterfly Valves
00488-00489	652P	Iron Butterfly Valves
00490-00492	653P	Steel Butterfly Valves
00493-00495	658P	Miscellaneous Butterfly Valves
00496-00500	659P	Butterfly Valve Parts & Accessories
00501	662P	Iron Lubricated Plug Valves
00502-00504	668P	Misc Lubricated Plg Vlv/Diaph Vlv
00505-00507	669P	Lubricated Plug/Diaphragm Vlv Parts&Accy
00508	671P	Y-Strainers, Water Meter Vlvs, Foot Vlvs
00509-00510	672P	Ice Maker Valves, Saddle Valves
00511-00513	673P	Gate Valves, Check Valves
00514-00515	674P	Washing Machine Valves, Washer Box Vlvs
00516-00517	675P	Stp,Wst,Blrd,Hb,Sck,Sillfct,Grdnv,Yhy,Vb
00518-00520	678P	Oil Tank Valves, Water Heater Valves
00521-00522	679P	Plumbing & Heating Valve Parts & Accy
00523-00525	681P	Bronze Bf Prvntr, Dbl/Dual Chk Vlv Assy
00526-00527	682P	Iron Bf Prvntr, Dbl/Dual Chk Vlv Assy
00528-00530	684P	Brass Bf Prvntr, Dbl-Dual Chk Vlv Assy
00531-00533	689P	Bfp & Dbl/Du Ckv Asy Parts & Accy
00534-00538	691P	Vlv: Ctrl/Circ/Bl/Flick/Blrfd/Purge/Sht/O
00539-00541	692P	Air Valves
00542-00544	693P	T&P Valves
00545-00546	694P	Vlv: Presrlf/Prv/Prdv/Sftyrlf/Tempering
00547-00548	696P	Solenoid Valves
00549-00553	697P	Vent Valves, Zone Valves, Radiator Vlvs
00554-00555	698P	F & T Traps, Thermostatic Traps
00556-00560	699P	Heating/Hydronic Valve Parts & Accy
00561-00563	710P	Carriers, Drains & Grates
00564-00566	711P	Specialties
00567-00568	712P	Access Doors, Cleanouts & Cover Plates
00569-00570	719P	Misc. Drainage Specialties
00571-00574	751P	Circulating Pumps & Parts & Accessories
00575	752P	Specialty Pumps & Parts & Accessories
00576-00577	811P	Commercial Sprinkler Equip.
00578-00582	815P	Sprinkler Controls & Valves
00583-00584	819P	Misc. Sprinkler Equip SJ & Unions
00585-00588	831P	Hoses
00589-00590	839P	Misc. Hose Specialties
00591-00593	851P	Compounds, Oils
00594	861P	Repair Specialties - Gaskets/Sets
00596	863P	Rubber Goods/Specialties Repair Repl
00597-00599	864P	Repair Specialties-Wax Rings/Closet Bol
00600	865P	Equipment Pads
00601-00602	869P	Misc. Chemicals, Compounds, Repair Spec
00603-00605	871P	Solder/Fluxes
00606	911P	Fire Hose Cabinets/Parts/Accessories
00607	915P	Fire Hydrants/Parts/Accessories

3.5.1 All in stock items are to be delivered within a three (3) calendar days. The contractor is to contact the ordering agency and inform it of the projected delivery time for any out of stock item.

3.5.2 All equipment supplied must be new and of the latest design. It shall be of current manufacture. The model must be in current production. Discontinued models will not be considered.

3.6 SPECIAL REQUIREMENTS

3.6.1 LOCATION IN REGION

The bidder may bid on any or all regions as identified in Section 1.2.1. In order to assure expeditious and cost-efficient local deliveries to Using Agencies, the bidder must have a full service location within each region being bid.

The bidder shall complete and submit the Attachment A – Service Locations provided on the Advertised Solicitation, Current Bid Opportunities webpage <http://www.state.nj.us/treasury/purchase/bid/summary/09x20868.shtml>.

3.6.2 HOURS OF DELIVERY

The contractor shall deliver items to the requesting agency between the hours of 8:00 am and 4:00 pm on regularly scheduled agency work days. Deliveries outside of these hours will not be accepted.

3.6.3 REGULAR DELIVERY

The contractor will be required to deliver material free of charge to all agencies within the geographic area they are bidding within 3 calendar days after receipt of order. The Using Agencies will have the option of having materials delivered or picking up the material at the contractor's location.

3.6.4 EMERGENCY DELIVERY

In addition to the above regular delivery requirement, it is recognized that the Using Agencies may have emergencies requiring immediate delivery. It is therefore expected that contractor will be able to render forty-eight (48) hour emergency delivery service if required by the Using Agency. The Using Agencies will have the option of having materials delivered or picking up the material at the contractor's location.

3.7 PRICE VERIFICATION

It is the responsibility of the Using Agency using this contract to verify that the pricing on all orders reflects the pricing reported by TRA-SER at the time of the order.

The contractor shall provide, with each invoice, a dated print out of the relevant page reflecting the pricing reported through TRA-SER at the time of the order.

Bidders are to refer to Section 3.1 of this RFP for information on how to obtain the TRA-SER pricing.

3.8 WARRANTY REQUIREMENTS

3.8.1 All units shall carry the manufacturer's standard warranty and/or guarantee. The warranty and/or guarantee shall accompany the unit when delivered.

3.8.2 The contractor must supply a complete shop repair manual, parts manual, service manual and operator's manual when they are available from the manufacturer and/or when they are required for the safe operation and maintenance of a particular unit. In addition, instructions for the operation of the unit must be provided.

3.8.3 If any item supplied fails to perform satisfactorily within the first 30 days, it shall be replaced by a new one of the same make and model. Temporary equipment shall be provided within 24 hours while replacement is being processed.

3.9 MANUFACTURER'S AUTHORIZATION

The signature of the bidder on the Signatory Page shall be certification that it is authorized by the manufacturer to sell the items offered.

3.10 DELIVERY/PICKUP REQUIREMENTS

The contractor will be required to deliver material free of charge to all agencies within the geographic area they are bidding. The using agencies will have the option of having material delivered or picking up the material at the contractor's location.

3.11 CONTRACTORS RESPONSIBILITIES

3.11.1 The contractor must maintain personnel, warehouse and delivery facilities to accommodate the geographic zone to be serviced. Failure to do so will result in cancellation of contract.

3.11.2 Where applicable by law, items supplied must comply with all pertinent OSHA requirements.

3.11.3 The contractor shall be required to protect all material so that it is delivered to the using agency in a first-class, undamaged condition. The state reserves the right to reject any material which is damaged or in an otherwise unacceptable condition. Any charges incurred due to unacceptable delivery will be the full responsibility of the contractor.

3.12 ADDITIONAL REQUIREMENTS

3.12.1 RETURNS

3.12.1.1 Product Defect

If a product must be returned during the warranty period due to a defect, malfunction or dead on arrival, the contractor shall pay the shipping charges.

3.12.1.2 Agency Error

If a Using Agency must return a product due to agency error, the agency must use the following procedure to ensure that it receives full credit from the contractor. Products must be complete with all manuals, accessories, in resalable condition, in the manufacturer's box and with an unbroken factory seal on the unit itself, if such a seal is utilized by the OEM. The Using Agency shall not be liable for re-stocking charges.

The Using Agency shall:

- a. Call the contractor to obtain a Return Merchandise Authorization (RMA) number
- b. Write the RMA number on the shipping label or the packing slip only.
- c. Place the manufacturer's box, with the product inside, in another shipping carton and attach the mailing label or packing slip on the outer shipping carton
- d. Mail the product to the address provided by the contractor, using a shipping agency that can track and insure the package.
- e. All returns must be shipped to the contractor's designated facility within thirty (30) days after receipt of product.
- f. Return shipping shall be paid for the Using Agency that made the error, utilizing existing State contracts and processes.

If the agency has followed the above-described procedure, the contractor shall provide a full credit to the agency's account without the imposition of a restocking fee.

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.

Note: Bid proposals shall not contain URLs (Uniform Resource Locators, i.e., the global address of documents and other resources on the world wide web) or web addresses. Inasmuch as the web contains dynamically changing content, inclusion of a URL or web address in a bid response is indicative of potentially changing information. Inclusion of a URL or web address in a bid response implies that the bid's content changes as the referenced web pages change.

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/09x20868.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. 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.

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/09x20868.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/09x20868.shtml>.

4.4.1.3 DISCLOSURE OF INVESTIGATIONS/ACTIONS INVOLVING BIDDER

The bidder shall provide a detailed description of any investigation, litigation, including administrative complaints or other administrative proceedings, involving any public sector clients during the past five years including the nature and status of the investigation, and, for any litigation, the caption of the action, a brief description of the action, the date of inception, current status, and, if applicable, disposition. The bidder shall use the Disclosure of Investigations and Actions Involving Bidder form located on the Advertised Solicitation, Current Bid Opportunities webpage <http://www.state.nj.us/treasury/purchase/bid/summary/09x20868.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 07/27/07 located on the Advertised Solicitation, Current Bid Opportunities webpage

<http://www.state.nj.us/treasury/purchase/bid/summary/09x20868.shtml>.

4.4.2.2 SMALL BUSINESS SET-ASIDE CONTRACTS

This is a Set-Aside Contract for **Category I, II, or III** for Small Businesses. The bidder must be registered as a qualifying small business with the Division of Small, Minority and Women Business Development (Division) by the date the bid is received and opened. Evidence that the bidder has registered with Division as a small business should be submitted with the bid proposal.

*****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 DIVISION OF SMALL, MINORITY AND WOMEN BUSINESS DEVELOPMENT UNDER THE NEW, SMALL BUSINESS PROGRAM TO BE ELIGIBLE FOR AWARD. THE TELEPHONE NUMBER TO CHECK REGISTRATION STATUS IS 609 292-2146.*****

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/09x20868.shtml>.

4.4.3.2 AFFIRMATIVE ACTION

The bidder is required to submit a copy of Certificate of Employee Information or a copy of Federal Letter of Approval verifying that the bidder is operating under a federally approved or sanctioned Affirmative Action program. If the bidder has neither document of Affirmative Action evidence, then the bidder must complete the attached Affirmative Action Employee Information Report (AA-302). This requirement is a precondition to entering into a State contract. The Affirmative Action Employee Information Report (AA-302) is located on the Advertised Solicitation, Current Bid Opportunities webpage:

<http://www.state.nj.us/treasury/purchase/bid/summary/09x20868.shtml>.

4.4.4 SUBMITTALS

4.4.4.1 BIDDER EXPERIENCE - DATA SHEETS

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

<http://www.state.nj.us/treasury/purchase/bid/summary/09x20868.shtml>.

4.4.4.2 SAMPLES/SAMPLE TESTING

Not applicable to this RFP.

4.4.5 FINANCIAL CAPABILITY OF THE BIDDER

Upon request, 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

In order for the State to make sound business judgments regarding products and prices offered in response to this RFP, the bidder must supply, with its bid proposal, the information requested on the RFP's pricing lines in sufficient detail as to allow the State to determine the firm, fixed bid pricing and the precise product or service being offered, i.e., with no possible misinterpretation of the price or product/service being offered by the bidder. A bidder's failure to provide, within its bid proposal, the information deemed by the State to be essential for product identification or price determination will result in rejection of that bidder's proposal. Notwithstanding the aforementioned material obligation, in order to support the State's decision-making process, the State may require a bidder to provide additional information or documentation that has been deemed not to be material to product identification or price determination, in which case, the bidder shall, within the time limit set forth in the written request, comply with said request. Each bidder is required to hold its prices firm through issuance of contract.

4.4.7 METHOD OF BIDDING

4.4.7.1 All pricing shall be based on a percentage discount from the current pricing as contained in the TRA-SER. The contractor will not be permitted to lower/decrease its bid percentage during the term of the contract. Also, no price markups for any bid items will be accepted. The contractor is required to comply with manufacturer price reductions and increases which TRA-SER will automatically update with monthly software revisions.

4.4.7.2 All items must be bid as F.O.B. destination. This discount shall reflect the price for both delivery and pickup for the geographic region (north, central or south) being bid. Do not bid separate discounts for delivery and pickup service.

4.4.7.3 Multiple (10%, 20%, 30%), ranges (10-30%) or fractional (9.5%) discounts will not be considered for an award.

4.4.7.4 The bidder may offer prices for the north, central or south zones. The bidder must bid all counties within a geographic zone in order to be considered for an award for that zone. The prices bid must apply to all Using Agencies within the geographic zone being bid. See Section 1.2.1 of this RFP.

4.4.7.5 The bidder's discount must be applied to the list price column of the Tra-ser-Pro Plumbing/Mechanical and will also be based on the monthly update version of the Tra-ser-Pro subscription.

4.4.7.6 Notwithstanding any provision to the contrary contained in this RFP, any line item shown in this RFP that is not actually contained within the TRA-SER, as verified by the Purchase Bureau, will not be evaluated or considered for award.

Any such line item, although shown in the RFP, will therefore be considered cancelled and will have no bearing on the evaluation of bids.

4.4.8 COOPERATIVE PURCHASING

The bidder should complete the attached Cooperative Purchasing Form indicating willingness or unwillingness to extend State contract pricing and terms to Cooperative Purchasing partners.

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 07/27/07 located on the Advertised Solicitation, Current Bid Opportunities webpage:
<http://www.state.nj.us/treasury/purchase/bid/summary/09x20868.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 07/27/07, and any Addendum to this RFP, the Addendum shall govern.

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

5.2 CONTRACT TERM AND EXTENSION OPTION

The term of the contract shall be for a period of **three (3) years**. The anticipated "Contract Effective Date" is provided on the signatory page of this RFP: <http://www.state.nj.us/treasury/purchase/bid/summary/09x20868.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 **three (3)** 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 **120** days beyond the expiration date of the contract.

5.4 CONTRACT AMENDMENT

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

5.5 CONTRACTOR'S WARRANTY

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

5.6 ITEMS ORDERED AND DELIVERED

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

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

5.7 REMEDIES FOR FAILURE TO COMPLY WITH MATERIAL CONTRACT REQUIREMENTS

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

5.8 MANUFACTURING/PACKAGING REQUIREMENTS

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

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

5.8.3 All products are to be packaged in sizes as specified in this RFP and shall be packaged in such a manner as to ensure delivery in first class condition and properly marked for identification. All shipments must be comprised of original cartons associated with the commercial industry represented by the actual product contained within each carton. Deliveries containing re-used, re-labeled, re-worked or alternate cartons are subject to rejection by the 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 07/27/07, located on the Advertised Solicitation, Current Bid Opportunities webpage <http://www.state.nj.us/treasury/purchase/bid/summary/09x20868.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 from 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 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.

5.11 PUBLIC WORKS CONTRACT-ADDITIONAL AFFIRMATIVE ACTION REQUIREMENT

N.J.S.A. 10:5-33 requires that:

"During the performance of this contract, the contractor agrees as follows:

a) The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Except with respect to affectional or sexual orientation and gender identity or expression, the contractor will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause;

b) The contractor or subcontractor, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex;

c) The contractor or subcontractor where applicable, will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment."

6.0 PROPOSAL EVALUATION

6.1 EVALUATION CRITERIA

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

6.1.1 Price

6.1.2 Experience of the bidder

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

6.2 ORAL PRESENTATION AND/OR CLARIFICATION OF BID PROPOSAL

After the submission of bid proposals, unless requested by the State as noted below, vendor contact with the State is still not permitted.

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

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

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

6.3 BID DISCREPANCIES

In evaluating bids:

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

6.4 NEGOTIATION AND BEST AND FINAL OFFER (BAFO)

Following the opening of bid proposals, the State shall, pursuant to N.J.S.A. 52:34-12(f), negotiate one or more of the following contractual issues: the technical services offered, the terms and conditions and/or the price of a proposed contract award with any bidder, and/or solicit a Best and Final Offer (BAFO) from one or more bidders.

Initially, the Evaluation Committee will conduct a review of all the bids and select bidders to contact to negotiate and/or conduct a BAFO based on its evaluation and determination of the bid proposals that best satisfy the evaluation criteria and RFP requirements, and that are most advantageous to the State, price and other factors considered. The Committee may not contact all bidders to negotiate and/or to submit a BAFO.

In response to the State's request to negotiate, bidders must continue to satisfy all mandatory RFP requirements but may improve upon their original technical proposal in any revised technical proposal. However, any revised technical proposal that does not continue to satisfy all mandatory requirements will be rejected as non-responsive and the original technical proposal will be used for any further evaluation purposes in accordance with the following procedure.

In response to the State's request for a BAFO, bidders may submit a revised price proposal that is equal to or lower in price than their original submission, but must continue to satisfy all mandatory requirements. Any revised price proposal that is higher in price than the original will be rejected as non-responsive and the original bid will be used for any further evaluation purposes.

After receipt of the results of the negotiation and/or the BAFO(s), the Evaluation Committee will complete its evaluation and recommend to the Director for award that responsible bidder(s) whose bid proposal, conforming to this RFP, is most advantageous to the State, price and other factors considered.

All contacts, records of initial evaluations, any correspondence with bidders related to any request for negotiation or BAFO, any revised technical and/or price proposals, the Evaluation Committee Report and the Award Recommendation, will remain confidential until a Notice of Intent to Award a contract is issued.

7.0 CONTRACT AWARD

7.1 DOCUMENTS REQUIRED BEFORE CONTRACT AWARD

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

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

7.1.1.1 DEFINITIONS

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

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

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

7.1.1.2 BREACH OF TERMS OF THE LEGISLATION

It shall be a breach of the terms of the contract for the Business Entity to (i) make or solicit a contribution in violation of the Legislation, (ii) knowingly conceal or misrepresent a contribution given or received; (iii) make or solicit contributions through intermediaries for the purpose of concealing or misrepresenting the source of the contribution; (iv) make or solicit any contribution on the condition or with the agreement that it will be contributed to a campaign committee or any

candidate of holder of the public office of Governor, or to any State or county party committee; (v)engage or employ a lobbyist or consultant with the intent or understanding that such lobbyist or consultant would make or solicit any contribution, which if made or solicited by the business entity itself, would subject that entity to the restrictions of the Legislation; (vi)fund contributions made by third parties, including consultants, attorneys, family members, and employees; (vii)engage in any exchange of contributions to circumvent the intent of the Legislation; or (viii)directly or indirectly through or by any other person or means, do any act which would subject that entity to the restrictions of the Legislation.

7.1.1.3 CERTIFICATION AND DISCLOSURE REQUIREMENTS

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

b) Prior to awarding any contract or agreement to any Business Entity, the Business Entity proposed as the intended awardee of the contract shall submit the Certification and Disclosure form, certifying that no contributions prohibited by the Legislation have been made by the Business Entity and reporting all contributions the Business Entity made during the preceding four years to any political organization organized under 26 U.S.C.527 of the Internal Revenue Code that also meets the definition of a “continuing political committee” within the mean of N.J.S.A. 19:44A-3(n) and N.J.A.C. 19:25-1.7. The required form and instructions, available for review on the Purchase Bureau website at <http://www.state.nj.us/treasury/purchase/forms.htm#eo134>, shall be provided to the intended awardee for completion and submission to the Purchase Bureau with the Notice of Intent to Award. Upon receipt of a Notice of Intent to Award a Contract, the intended awardee shall submit to the Division, in care of the Purchase Bureau Buyer, the Certification and Disclosure(s) within five (5) business days of the State’s request. Failure to submit the required forms will preclude award of a contract under this RFP, as well as future contract opportunities.

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

7.1.1.4 STATE TREASURER REVIEW

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

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

Contractor is advised of its responsibility to file an annual disclosure statement on political contributions with the New Jersey Election Law Enforcement Commission (ELEC), pursuant to P.L. 2005, c. 271, section 3 if the contractor receives contracts in excess of \$50,000 from a public entity in a calendar year. It is the contractor’s responsibility to determine if filing is

necessary. Failure to so file can result in the imposition of financial penalties by ELEC. Additional information about this requirement is available from ELEC at 888-313-3532 or at www.elec.state.nj.us.

7.2 FINAL CONTRACT AWARD

One primary, one secondary and one tertiary award will be shall made per line item, per region 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.

The State will accept offers of price reductions that could change the award rankings. Upon receipt of such an offer, the State will conduct one complete round of closed-pricing bids, within the time limit set forth in a written request to all contractors. These closed-pricing bids will be conducted no more than once each quarter of the contract and any extensions thereof. Increases will not be accepted. Pricing offers will not be publicly available until an addendum to the contract has been issued.

NOTE: Each contractor is only permitted to submit a reduced pricing offer for those products/services within those zones, regions, categories, etc. for which it is currently contracted.

7.3 INSURANCE CERTIFICATES

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

8.0 CONTRACT ADMINISTRATION

8.1 CONTRACT MANAGER

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

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

8.1.1 STATE CONTRACT MANAGER RESPONSIBILITIES

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

If the contract has multiple users, then the State Contract Manager shall be the central coordinator of the use of the contract for all Using Agencies, while other State employees

engage and pay the contractor. All persons and agencies that use the contract must notify and coordinate the use of the contract with the State Contract Manager.

8.1.2 COORDINATION WITH THE STATE CONTRACT MANAGER

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



State of New Jersey
DEPARTMENT OF THE TREASURY
DIVISION OF PURCHASE AND PROPERTY
PURCHASE BUREAU
P.O. BOX 230
TRENTON, NEW JERSEY 08625-0230

JON S. CORZINE
Governor

R. DAVID ROUSSEAU
State Treasurer

April 2, 2009

To: All Interested Bidders

Re: RFP # 10-X-20868
**PLUMBING & HEATING SUPPLIES/
EQUIPMENT - STATEWIDE**

Bid Due Date: APRIL 15, 2009 (2:00 p.m.)

ADDENDUM #1

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

Part 1: Answers to questions.

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

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

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

PART 1
**PLUMBING & HEATING SUPPLIES/
EQUIPMENT - STATEWIDE**
Bid Number 10-X-20868

Answers to Questions

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

#	Page #	RFP Section Reference	Question	Answer
1			The enclosed link for information on commerce registration does not work. After research we have located the correct department. At this point they are running 12 weeks on renewal applications once monies are received. Please advise if any extension in time can be afforded to have the renewals in place.	
2			Business Set-Aside Procurement, which means that only those firms registered with the New Jersey Commerce and Economic Growth Commission. This link does not work???	
3			Are you looking for unit prices or % discounts on the bid. The price sheets call for unit prices while the text calls for discounts. Discounts	
4			We are already registered Business Registration Certificate, but do we still need to register for Minority and Women Business Certification in order for us to bid?	
5			The solicitation States: "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. Does that mean that a Business whose principal office is located out side of the State of New Jersey is not allowed to bid? Right	

#	Page #	RFP Section Reference	Question	Answer
6			<p>There are two columns on the bid sheet-unit price and amount. What column do you want the discount off the list price in?</p> <p>There are a few brand names you are requesting that are not in the Tra-ser program. How do you want them marked on the bid sheet?</p>	
7	RFP 1		Not sure on how to bid on the items, no model # or name, please advise.	
8		3.7	<p>1. Section 3.7 price verification. This is an onerous and unnecessary burden on contractors.</p> <p>a. First, the Traser program does not allow the printing of the priced individual line items and does not have a current date stamp on the sheet even on the screen.</p> <p>b. This is wholly unnecessary because the pricing has already been checked by the purchasing agency and can create functional and logistical problems due to the potential for price changes between the time the materials has been quoted and the time it is ordered and shipped. This can be a matter of hours in the best case scenario or months depending on the agency allocating funds to achieve fruition of the project.</p> <p>c. There are times when a quote may go through multiple incarnations from original inception to purchase order. The request is to have the copies of the Traser program output (which is not readily reproducible) shipped with the invoice requiring us to keep file copies of all of the incarnations of the quote process and spend excessive time matching these up with the invoice copy.</p> <p>d. I have tried contacting Karen Hart of Trade Service to confirm the availability of the programs capacity to print individual pages of the items in question with a time date stamp on them. To date I have not heard back from her.</p> <p>e. Since we are all trying to create a more verdant society the wasteful printing of copies of items for quotes is deleterious to our environment. If these</p>	

#	Page #	RFP Section Reference	Question	Answer
			<p>are not printed at the time of quote the prices could potentially change by the time things are invoiced and would precipitate a price change to the purchase order. All of the State agencies are trying to cut back on there excess printing because of its harmful effects on the environment.</p> <p>f. The State is asking for the best pricing but is requesting of the contractors a paperwork shuffle that is not expected of even our best commercial customers. Excessive man hours required to comply would drive up the cost of contract.</p>	
9		Section 1.3	Since we are only supplying materials and not labor are we to be bound by the prevailing wage clause in this section?	
10		3. Section 3.8.1	This is impractical because most pipe, valves and fittings do not lend themselves to individual packaging as items that come individually boxed usually come with that sort of information.	
11		4. Section 3.12.1.2	This is fraught with potential for abuse. If someone at a given agency does not give the proper due diligence, the contractor may have to return special order items to the manufacturer and suffer restocking charges, or worse, not be able to return the item because it is a non-returnable or non-cancelable item. This is not a problem with stock items; however, at the very least the special order items should be the responsibility of the ordering agency to pay the restocking charged by the manufacturer and outbound freight to that manufacturer.	
12		5. Section 5.8.3	This is not practical unless the State is going to order all items in full carton quantities. Pipe and fittings often come in bulk and do not come in individual boxes. It doesn't make sense to ship 2 elbows in a box that originally held 100 or a length of pipe in the wrappings that originally held 200 lengths.	
13	4		Notice to bidders paragraph 2 "Small Business" means a business that has it's principal place of business in the State of New Jersey, is independently owned and	

#	Page #	RFP Section Reference	Question	Answer
			operated, has no more then 100 employees. If there is a Joint venture between a large and a small business and the small business be out of state if the large business is located in New Jersey?	
14				
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PART 2
HEALTH BENEFITS COORDINATOR
MEDICAID MANAGED CARE PROGRAMS
Bid Number 07-X-12345

Additions, Deletions, Clarifications and Modifications to the RFP

#	Page #	RFP Section Reference	Additions, Deletions, Clarifications and Modifications
1	87	5.18.3	Section 5.18.3 is revised to state that 95% of the calls must be answered in 90 seconds.
2	64	3.9.1.1 (i)	Delete this item.
3	79	4.4.2 SECTION 2	The last sentence in the first paragraph is changed to read, "This Section of the bid proposal shall contain... Note: Specifically, the Bidder shall submit..."
4			
5			