



State of New Jersey

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DIVISION OF PURCHASE AND PROPERTY
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December 20, 2018

To: All Interested Vendors {Bidders}

**Re: Bid Solicitation # 18DPP00189
T3088-NJDOT Parts Warehouse Management**

Quote Submission Due Date: December 28, 2018 2:00 p.m. Eastern Time
Revised Quote Submission Due Date: February 15, 2019 2:00 p.m. Eastern Time

Bid Amendment # 6

The following constitutes Bid Amendment # 6 to the above referenced Bid Solicitation:

- Additions, deletions, clarifications and modifications to the Bid Solicitation, please refer to and utilize the Revised Bid Solicitation entitled, "T3088 Revised Bid Solicitation 12.20.18".
- Additional Bid Solicitation specific attachments, please refer to the attachments entitled:
 - "Attachment # 1 NJDOT Facilities Diagrams and Dimensions"
 - "Attachment # 2 NJDOT Stocked Bulk Fluids, Locations, and Tank Sizes"
 - "Attachment # 3 NJDOT Parts and Work Orders by Facility"
 - "Attachment # 4 NJDOT Parts Spend by Facility"
- Additions and modifications to the Price Schedule, please refer to and utilized the Revised Price Schedule entitled "T3088 Revised Bid Solicitation 12.20.18".
- Answers and revision to the questions posted during the Electronic Question period, which closed on July 6, 2018.
- Please be advised that the Electronic Question period has been reopened and the submission due date has been extended to Monday, January 7, 2019 2:00 PM (EST).
- Please be advised that the Quote submission date has been extended from Friday, December 28, 2018 2:00 PM (EST) to Friday, February 15, 2019 2:00 PM (EST).

It is the sole responsibility of the Vendor {Bidder} to be knowledgeable of all of the additions, deletions, clarifications, and modifications to the Bid Solicitation and/or the New Jersey Standard Terms and Conditions relative to this Bid Solicitation as set forth in all Bid Amendments.

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

Bid Solicitation # 18DPP00189

T3088-NJDOT Parts Warehouse Management

Amendment # 6

#	Bid Solicitation Section Reference	Amendment
1	Bid Solicitation Cover Page	Please be advised that the Electronic Question period has been reopened and the submission due date has been extended to Monday, January 7, 2019 2:00 PM (EST).
2	Bid Solicitation Cover Page	Please be advised that the Quote submission date has been extended from Friday, December 28, 2018 2:00 PM (EST) to Friday, February 15, 2019 2:00 PM (EST).

Where applicable, each question references the appropriate Bid Solicitation section.

.#	Bid Solicitation Section Reference	Question (Bolded) and Answer
1	General	1. When trying to open a Portable Document Format (PDF) document I am receiving an error message and are unable to access the PDF document. How should I proceed? 1. It is recommended that users utilize Internet Explorer to view PDF documents. Certain PDF forms cannot be opened in the Chrome or Firefox built in PDF viewers that are enabled by default. If using Chrome or Firefox it is recommended that the file is downloaded instead by clicking the download button in the upper right-hand corner of the browser after an error message is received. An alternative option is to disable the built in PDF viewers in Chrome or Firefox.
2	General	1. Should I check that I have properly completed and attached all of the required documents with my submitted Quote? 1. Yes. Prior to the Quote Opening Deadline, a Vendor {Bidder} should review the documents comprising the submitted Quote to ensure that all of the required documents have been completed and attached. Oftentimes a Quote is deemed non-responsive because a Vendor {Bidder} fails to attach a required form or attaches a blank form. To review a submitted a Quote a Vendor {Bidder} should log into NJSTART and review each document attached to the Quote submission. Instructions on how to review a submitted Quote can be found in the Division's Quick Reference Guide entitled "How to Review a Submitted Quote" which is available at: http://www.state.nj.us/treasury/purchase/njstart/vendor.shtml.
3	Price Sheet	1. How do we bid on line item # 060-66 only? 1. The subject Bid Solicitation's Price Sheet does not include line items identified as #060 – 066. The Price Sheet corresponding to this Bid Solicitation contains only 18 price line. Vendors {Bidders} wishing to submit a Quote for the Bid Solicitation must follow the instructions outlined in Bid Solicitation Section

		4.4.5.2, Price Sheet/Schedule Attachment Instructions. Vendors {Bidders} must bid on all price lines to be eligible for an award.
4	Bid Solicitation Specific Attachments & Appendices	Please see revisions to the Bid Solicitation entitled "T3088 Revised Bid Solicitation 12.20.2018".
5	1.0 Information For Vendor {Bidders}	Please see revisions to the Bid Solicitation entitled "T3088 Revised Bid Solicitation 12.20.2018".
6	1.2 Background	Please see revisions to the Bid Solicitation entitled "T3088 Revised Bid Solicitation 12.20.2018".
7	1.2.1 NJDOT Equipment Services Department / Warehouse Facilities locations, Hours and Fleet Estimates	1. This topic was not covered in the RFP, having a secured area for night deliver of freight. Will the vendor have the ability to deliver freight at night, in a secure designated freight area? 2. Will the trucking company have the ability to access the NJDOT maintenance facilities at night to deliver freight? 1. No. The Vendor {Contractor} must ensure that all deliveries will occur during the corresponding NJDOT Facility's normal hours of operations. Additionally, please refer to Bid Solicitation Section 1.2.1 <i>NJDOT Equipment Services Department / Warehouse Facilities locations, Hours and Fleet Estimates</i>, for each NJDOT facilities normal hours of operations. 2. No. The NJDOT will not provide trucking companies access to NJDOT facilities at night.
8	1.2.3 NJDOT Responsibilities	"NJDOT will supply to the Vendor (Contractor) space for NJDOT's onsite parts services described in this Bid Solicitation including restrooms, water/sewer, lights, local telephone (the vendor (contractor) is responsible for any long-distance calls), heat, air conditioning, electricity, janitorial services and other services deemed necessary by NJDOT" 1. Clarification is the exception only for long distance? 1. No. The Vendor {Contractor} is responsible for long distance calls and janitorial services for locked store room areas utilized by the Vendor {Contractor}. Additionally, please see revisions to the Bid Solicitation entitled "T3088 Revised Bid Solicitation 12.20.2018".
9	1.2.3 NJDOT Responsibilities	"NJDOT will maintain parts facilities separate from normal NJDOT business and operations to the greatest extent possible and per any federal, State, or Local requirements" 1. Can you please explain this statement as it relates to the scope of work outlined in this RFP? 1. The aforementioned section means that the NJDOT will make every effort available to keep the parts room, which will be maintained by the Vendor

		{Contractor}, separate from the day to day operations of the NJDOT facility, allowing for as much security of the parts room as possible. Additionally, please see revisions to the Bid Solicitation entitled "T3088 Revised Bid Solicitation 12.20.2018".
10	1.3.1.1 Exceptions To The State Of NJ Standard Terms And Conditions (SST3.	1. How will a Bidder know if their exceptions have been accepted or not? 2. Will we be notified when answers come back to our questions, prior to our submission due date? 3. Will submitted exceptions become an amendment to any final agreement? 1. Vendor {Bidder} questions are answered by the Division of Purchase and Property, and the questions together with the answers will be posted as an addendum to the Bid Solicitation. If any changes were made in response to Vendor {Bidder} questions, then a revised Bid Solicitation will be posted along with the Amendment. 2. The Amendment that contains the questions and answers must be posted at least 10 days prior to the day that Quotes are due. 3. Generally not, unless changes are made to the Bid Solicitation, and a revised Bid Solicitation is posted. Vendor {Bidders} should be advised that the submission of a Quote with terms that differ from the Bid solicitation, or with additional terms that are stated by the Vendor {Bidder} to be necessary for the Vendor {Bidder's} acceptance of the Award, will likely be rejected as non-responsive. The Q&A process, in one or more rounds, is the only time when a Vendor {Bidder} may request or suggest alternative language for the Bid Solicitation.
11	2.3 Blanket Specific Definitions/ Acronyms, 3.2.1 Base Inventory and 3.2.2 Demand Inventory	Base Inventory and Demand Inventory definitions are overlapping and, other than the frequency of usage, they differ very little within the Bid Solicitation. 1. Will NJDOT consider using the term "Stocked Item" to replace both categories? "Stocked Items" defined as an item which is demanded 3 times in a year or an item which does not meet the demand criteria but NJDOT and the Vendor {Contractor} agree that it should be stocked based on criticality of need, long procurement lead time, operational safety item, etc. 1. NJDOT does not agree to using the term "Stocked Item" in place of "Base Inventory" or "Demand Inventory" and declines the suggested revisions; however, please see revisions to Section 2.3 of the Bid Solicitation entitled "T3088 Revised Bid Solicitation 12.20.2018".
12	3.0 Scope Of Work	"The Vendor shall be required to adequately staff, supply parts, and equipment for, and manage all twelve (12) on-site parts rooms and counters pursuant to this Blanket P.O." 1. Please define what the State means by equipment.

		1. Please see revisions to Section 3.0 of the Bid Solicitation entitled "T3088 Revised Bid Solicitation 12.20.2018".
13	3.1.1.C Warranty/Recall	The Bid Solicitation indicates that "All Aftermarket Parts and OEM parts and/or supplies provided by the Vendor {Contractor} shall be warranted against defects in material and/or workmanship." Because the warranty is provided by the part manufacturer, the Contractor can't convey a warranty to NJDOT if the manufacturer does not warranty their product. 1. Will NJDOT consider revising Section 3.1.1.3 to "Where product warranties exist from Aftermarket Parts and OEM parts and/or supplies manufacturers, the Vendor {Contractor} shall convey all warranties for defects in material and/or workmanship."? 1. The State declines to make modification, as proposed by the Vendor {Contractor}; however, please see revisions to Section 3.1.1 and Section 3.7.5 of the Bid Solicitation entitled "T3088 Revised Bid Solicitation 12.20.2018".
14	3.1.3 C Parts Operations	"Access to all area inventories of automotive and H.D. OEM or approved non-OEM replacement parts, paint, supplies and equipment". 1. Please clarify, what is the State's intent with this statement. Is the State Just asking the Vendor to have the capability to retrieve product from any and all local suppliers when required? 1. The intent of the aforementioned section is that the Vendor {Contractor} shall have the capability to retrieve products from any and all local suppliers when required.
15	3.2.1.1 Base Inventory	"Prior to the completion of the Mobilization Phase (See Section 3.12), the vendor shall provide NJDOT with a beginning BASE inventory to be stocked and maintained at each location. The beginning Base inventory, including min/max unit levels will be defined and mutually agreed upon for each location." 1. At this point will this be just a list of items we feel should be stocked by the DOT, or the actual physical inventory? 2. Will the DOT provide usage history to help build this inventory? 1. The beginning Base Inventory prior to the completion of the Mobilization Phase will be a listing of items to be stocked. Once a facility transitions from the Mobilization phase to the Operations Phase then the physical inventory should be on site. 2. Yes. Please see revisions to Section 3.2.1.1 and 3.2.2.2 of the Bid Solicitation entitled "T3088 Revised Bid Solicitation 12.20.2018".
16	Section 3.2.1.3 and Section 3.2.1.4 Base Inventory	Please see revisions to the Bid Solicitation entitled "T3088 Revised Bid Solicitation 12.20.2018".
17	3.2.1.4. Base Inventory and	At contract expiration or termination, NJDOT will want the Vendor {Contractor} to maintain adequate stocking levels in the storeroom to support the maintenance effort. With no guaranteed inventory buyback,

	3.2.2.4. Demand Inventory	the Vendor {Contractor} will financially protect itself by minimizing stocked inventory levels and instead relying on purchasing on demand which will increase lead times for NJDOT to receive parts. 1. Will NJDOT consider revising Sections 3.2.1.4 and 3.2.2.4 as follows: “3.2.1.4 Financial responsibility for and ownership of the Base Inventory belongs entirely to the Vendor {Contractor} during the term of the Blanket P.O. Upon expiration or termination of the Blanket P.O., NJDOT will purchase two months’ demand of the Base Inventory owned by the Vendor {Contractor} at the Vendor’s {Contractor’s} originally purchased cost.” “3.2.2.4 Financial responsibility for and ownership of the Demand Inventory belongs entirely to the Vendor {Contractor} during the term of the Blanket P.O. Upon expiration or termination of the Blanket P.O., NJDOT will purchase the Demand Inventory owned by the Vendor {Contractor} at the Vendor’s {Contractor’s} originally purchased cost.” 1. The State declines to accept the proposed modifications.
18	3.3.1 Parts Equipment	“NJDOT reserves the right to purchase parts directly from other sources if the vendor fails to perform in accordance with performance standards, special needs, or during emergencies which may arise during the terms of the Blanket P.O. or any renewal and/or extensions.” 1. What mechanism will be placed to inform the Vendor of possible circumstances when the state feels they need to purchase from other suppliers. Will the vendor be provided the ability to take corrective actions prior to this happening? 1. Please see revisions to the Bid Solicitation entitled “T3088 Revised Bid Solicitation 12.20.2018”.
19	Section 3.3.5 Parts Equipment	1. Will NJDOT provide a list of stocked bulk fluids, their location, and tank size? 1. Please refer to Attachment # 2 entitled “NJDOT Stocked Bulk Fluids, Locations, and Tank Sizes.” Additionally, Please see revisions to the Bid Solicitation entitled “T3088 Revised Bid Solicitation 12.20.2018”.
20	3.3.5 Parts Equipment	“The vendor shall stock and provide bulk fluids including, but not limited to, petroleum fluids, washer fluids, diesel exhaust fluids, grease and lube oils as required”. 1. Does the DOT currently have dispensing equipment? 2. Who owns the equipment? 3. What will happen to that equipment once this contract is awarded? 1. Yes, NJDOT has dispensing equipment.

		2. Dispensing equipment is owned by NJDOT. 3. The dispensing equipment will be made available for the Vendor {Contractor} use but will remain the property of the NJDOT.
21	3.3.6 Parts Equipment	1. Will NJDOT provide a list of stocked bulk gases? 2 .Will NJDOT provide the tanks and if not, will the tank charges be reimbursable to the Vendor {Contractor}? 1. Please see revisions to the Bid Solicitation entitled "T3088 Revised Bid Solicitation 12.20.2018".
22	3.3.7 Parts Equipment	"the Vendor {Contractor} shall provide NJDOT with descriptions and codes used to describe part categories and sub categories". 1. Does the DOT use a proprietary numbering system? 2. If so, is it required that we incorporate any DOT system into our system? No. The NJDOT does not use a proprietary numbering system.
23	3.4 Performance Requirements	1. If NJDOT agrees to using the term "Stocked Item" in place of "Base Inventory" and "Demand Inventory" then suggest changing Sections 3.4.1. - 3.4.3. to reflect: Light Duty Vehicle Parts Stocked Parts Issued within 1 Hour...90% of orders accurately filled Stocked Parts Issued within 2 Calendar Days...95% of orders accurately filled Stocked Parts Issued within 3 Calendar Days or Less...98% of orders accurately filled Medium/Heavy Duty Vehicle Parts Stocked Parts Issued within 1 Hour...80% of orders accurately filled Stocked Parts Issued within 5 Calendar Days...90% of orders accurately filled Stocked Parts Issued within 10 Calendar Days or Less...95% of orders accurately filled Specialty/Off-Road Vehicle and Equipment Parts Stocked Parts Issued within 1 Hour...70% of orders accurately filled Stocked Parts Issued within 5 Calendar Days...80% of orders accurately filled

		Stocked Parts Issued within 10 Calendar Days or Less...90% of orders accurately filled 1. NJDOT does not agree to using the term “Stocked Item” in place of “Base Inventory” or “Demand Inventory” and declines the suggested revisions. However, please see revisions to Section 2.3, Section 3.4.1, Section 3.4.2, and Section 3.4.3 of the Bid Solicitation entitled “T3088 Revised Bid Solicitation 12.20.2018”.
24	3.4 Performance Requirements	1. How is the Vendor's {Contractor's} issue performance measured for orders that include a combination of Demand Inventory/Base Inventory/Stocked Items and Non-stocked Items? 1. Please see revisions to the Bid Solicitation entitled “T3088 Revised Bid Solicitation 12.20.2018”.
25	3.4 Performance Requirements	All performance standard requirements stated and referenced below are based on completed “Parts Orders”, not itemized parts within an order processed, i.e. partial order. 1. How will the State attempt to tract this, or will the Vendor be expected to? 1. The information provided by the Vendors {Contractors}, in accordance with Bid Solicitation Section 3.15.6 and Section 3.16, will be utilized by the NJDOT to track performance standards.
26	3.4.1 Light Duty Vehicle/Automotive Needs, 3.4.2 Medium/Heavy Duty Vehicle Needs and 3.4.3 Specialty/Off-Road Vehicle Needs	1. Can “calendar days” in these sections be changed to “business days”? 1. Please see revisions to the Bid Solicitation entitled “T3088 Revised Bid Solicitation 12.20.2018”.
27	3.5.1 General Requirements	1. Are all areas containing stocked inventory at the 12 facilities located in separate lockable storerooms or areas presently? 2. Will NJDOT provide a diagram with dimensions and storage aid layout for all stocked inventory areas at the 12 facilities? 1. Yes. 2. Yes. Please refer to Attachment # 1 entitled “NJDOT’s 12 Facilities Diagrams and Dimensions.” Additionally, please see revisions to the Bid Solicitation entitled “T3088 Revised Bid Solicitation 12.20.2018”.

28	3.5.2 General Requirements	1. Will any adjustments (structural or otherwise) for asset security purposes be taken care of directly by the DOT, or paid for up front by the Vendor and then billed to the DOT. 2. Can the DOT describe the inventory procedures that determined these inventory values? Are there annual inventories conducted; or does the DOT conduct cycle counts? 3. Can the DOT attest to how accurate these inventory numbers are? 4. Do these inventory values reflect “current” or “original” values? 5. How will the DOT show “original cost” on inventory to be purchased by vendor? 1. Please see revisions to Section 3.5.1 of the Bid Solicitation entitled “T3088 Revised Bid Solicitation 12.20.2018”. 2. No, NJDOT will not describe their inventory procedures. The values given are based on the average of NJDOT's original cost of the parts at each location as calculated by our fleet management system. The NJDOT is not currently doing cycle counts or a yearly inventory. The numbers given are based on the data entered in NJDOT's fleet management system. 3. These values are estimates based on the average of NJDOT's original cost of the parts at the time the Bid Solicitation was advertised. A full inventory will be completed prior to the transfer of parts from NJDOT to the Vendor {Contractor} as per Section 3.12.2. A representative from the Vendor and the NJDOT will be present at the time of inventory. 4. The values given are based on the average of NJDOT's original cost of the parts at the time the Bid Solicitation was advertised as calculated by NJDOT's fleet management system. 5. Please see revisions to the Bid Solicitation entitled “T3088 Revised Bid Solicitation 12.20.2018”.
29	3.5.2 General Requirements	1. How much of the existing on hand inventory is obsolete or overstocked? Obsolete defined as an item having no application to the NJDOT fleet and overstocked defined as having more than 1 year of stock on the shelf. 2. Will NJDOT remove all the obsolete and overstock inventory prior to contract start? 1. Please see revisions to the Bid Solicitation entitled “T3088 Revised Bid Solicitation 12.20.2018”. Additionally, please see revision to Section 2.3 of the Bid Solicitation entitled “T3088 Revised Bid Solicitation. 2. The NJDOT intends to remove all obsolete parts, as defined in Section 2.3, from current inventory prior to the start of the Blanket P.O.

		Additionally, please see revision to the Bid Solicitation entitled "T3088 Revised Bid Solicitation 12.20.2018".
30	3.5.2 General Requirements	1. If the Vendor {Contractor} is required to purchase NJDOT's current inventory at NJDOT's original cost then, at contract expiration or termination, does NJDOT agree to buyback items that the Vendor {Contractor} was required to purchase at contract start?. 1. Please refer to Section 3.2.1.4 of the Bid Solicitation, which states: "Upon expiration or termination of the Blanket P.O., NJDOT reserves the right to purchase the Base Inventory owned by the Vendor {Contractor} at the Vendor's {Contractor's} originally purchased cost." Additionally, please refer to Section 3.2.2.4 of the Bid Solicitation, which states: "Upon expiration or termination of the Blanket P.O., NJDOT reserves the right to purchase the Demand Inventory owned by the Vendor {Contractor} at the Vendor's {Contractor's} originally purchased cost."
31	3.5.2 General Requirements	1. Please revise the first sentence to read as follows: Subject to the terms and conditions herein, Vendor {Contractor} would be willing to purchase NJDOT's current vehicle and equipment parts inventory ("NJDOT owned Inventory") as of the effective date of the Blanket P.O. Any such NJDOT owned Inventory purchased by Vendor {Contractor} hereunder would need to: (i) be in good, clean and saleable condition, (ii) be in its original packaging, (iii) be currently needed by NJDOT's active fleet/equipment, (iv) have been used by NJDOT within the twelve (12) month period immediately prior to the effective date of the Blanket P.O., and (v) have an accurate value that can be substantiated by NJDOT. On or about the effective date of the Blanket P.O., Vendor {Contractor} and NJDOT shall perform an inventory of the NJDOT owned Inventory to establish the specific inventory to be purchased by Vendor {Contractor} based on the purchase conditions set forth above and the amount of consideration to be paid for such inventory ("Consideration"). The list of specific NJDOT owned Inventory to be purchased by Vendor {Contractor} and the amount of the Consideration to be paid for such inventory shall be agreed to in writing between the parties. Vendor {Contractor} shall pay the Consideration to NJDOT in full within thirty (30) days following the date that Vendor {Contractor} and NJDOT agree to the list of inventory to be purchased and the Consideration to be paid for such inventory. With respect to the second paragraph, the reason for this added language is that there will be inventory that NAPA will purchase specifically for NJDOT's facility that cannot be incorporated back into NAPA's chain of distribution (i.e., non-NAPA branded inventory) and NAPA cannot agree to take the inventory loss associated with these NJDOT-specific inventory items. 1. Please see revisions to the Bid Solicitation entitled "T3088 Revised Bid Solicitation 12.20.2018".

32	3.5.2 General Requirements	1. In addition, upon termination, expiration, or non-renewal of the Blanket P.O., Vendor {Contractor} shall have the option to require NJDOT to purchase all non-NAPA branded inventory owned by Vendor {Contractor} and located in each on site store at Vendor's {Contractor's} on-site store's current product acquisition cost, and NJDOT shall have the option to purchase all NAPA branded inventory, owned by Vendor {Contractor} and located in each on site store at the Current NAPA Jobber Acquisition Cost. Upon NJDOT's request, Vendor {Contractor} shall provide NJDOT with a listing of all NAPA and non-NAPA branded inventory owned by Vendor {Contractor} and located in the on-site stores. "Current NAPA Jobber Acquisition Cost" shall mean Vendor's {Contractor's} current gold price as set forth on Vendor's {Contractor's} Confidential Jobber Cost and Suggested Resales price list. Reason for change: With respect to the first paragraph above, NAPA cannot agree to purchase inventory that is obsolete, defective, and/or has not been used by NJDOT within a 12 month period prior to purchase as such inventory has no value to either NAPA or NJDOT with respect to the business relationship under an awarded contract. With respect to the second paragraph, the reason for this added language is that there will be inventory that NAPA will purchase specifically for NJDOT's facility that cannot be incorporated back into NAPA's chain of distribution (i.e., non-NAPA branded inventory) and NAPA cannot agree to take the inventory loss associated with these NJDOT-specific inventory items. 1. The State declines to accept the proposed modification.
33	3.5.3 General Requirements	1. Please revise this section to read as follows: The Vendor {Contractor} agrees that it will sell all NAPA Products to NJDOT at the Current NAPA Jobber Acquisition Cost and all Non-NAPA Products to NJDOT at Vendor's {Contractor's} current product acquisition cost. Any applicable NAPA Product rebates will be included in the price of the NAPA Product to be issued to NJDOT. Vendor {Contractor} will pass through all available warranty benefits from the manufacturer to NJDOT to the extent permitted by contract. "Current NAPA Jobber Acquisition Cost" shall mean Vendor's {Contractor's} current gold price as set forth on Vendor's {Contractor's} Confidential Jobber Cost and Suggested Resales price list. "NAPA Products" shall mean all Vendor {Contractor} branded or Vendor {Contractor} cataloged supplier manufactured products, and "Non-NAPA Products" shall mean products which have not been manufactured by Vendor {Contractor} suppliers or do not exist in Vendor's {Contractor's} proprietary catalog system but which have been acquired for NJDOT by Vendor {Contractor}. Reason for change: This language reflects the manner in which cost of products will be defined by NAPA under an awarded contract. NAPA wants to specify exactly how cost is defined so there is no ambiguity between NAPA and NJDOT. 1. The State declines to accept the proposed modification.
34	3.5.4 General Requirements	1. Will the DOT require the Vendor to also supply hydraulic hose crimping equipment?

		2. Will DOT require the Vendor to make up hydraulic hose for the shops, or just supply the product? 1. No. The NJDOT will not require the Vendor to supply hydraulic hose crimping equipment. 2. No. The NJDOT will not require the Vendor {Contractor} to make up hydraulic hose for the shops.
35	3.5.7 General Requirements	1. Will NJDOT provide further explanation of the requirement for "tracking and reporting parts use and costs utilizing multiple account numbers"? 2. Beyond capturing the work order number, technician ID, equipment number, and part number what other "account number" or other NJDOT code or ID does the Vendor {Contractor} need to capture? 1. There are multiple facilities in each region. NJDOT requires the ability to track the orders by, but not limited to region, facility, department, account number etc. 2. The Vendor {Contractor} may need to account for parts that may be charged to a Department or Indirect Account instead of a work order.
36	3.6.1.15 Inventory Systems Requirements	1. What is NJDOT's definition of an obsolete part? 2. To facilitate part obsolescence management, will NJDOT provide the Vendor {Contractor} with an annual notice of vehicle and equipment changes? 1. Please see revision to Section 2.3 of the Bid Solicitation entitled "T3088 Revised Bid Solicitation 12.20.2018". 2. Please see revision to Section 3.2 of the Bid Solicitation entitled "T3088 Revised Bid Solicitation 12.20.2018".
37	3.6.4 Inventory Systems Requirements	1. Will NJDOT clarify what "part activities" need to be provided to NJDOT's fleet management system? 2. Is electronically providing completed parts orders sufficient to meet this requirement? 1. Part Activities include, but are not limited to, orders, returns, exchanges, warranty activities, and core tracking. Additionally, please reference Bid Solicitation Sections 3.6.1.12, 3.6.1.17 and 3.6.2, for the listing of data that the Vendor {Contractor} must provide to the NJDOT throughout the term of the Blanket P.O. 2. Please see Section 3.15.6 and Section 3.15.17 of the Bid Solicitation entitled "T3088 Revised Bid Solicitation 12.20.2018".
38	3.6.4 Inventory Systems Requirement	1. What is the current Fleet Software system current used by the NJDOT? Is it Asset works M4 and M5? 2. Will the DOT require "full integration" between the Vendor's inventory management hard/software?

		3. What other type of transactions are being referred to here, other than “inventory items and non-stock items”, Parts transfers, cores, etc.? 4. What information will the state require and for how long will they require the vendor to retain this information. 1. The NJDOT is currently using AssetWorks M4. The NJDOT is in the process of upgrading to AssetWorks M5, with no estimated date of completion and therefore, there is not a listing of interfaces available at this time. 2. As per Bid Solicitation Section 3.6.4, Section 3.15.6 and Section 3.15.7, the Vendor {Contractor} shall provide information in a format compatible for use in NJDOT fleet management system. It is not the intent of the NJDOT to have computer system integration. 3. Please refer to Section 3.6.2 of the Bid Solicitation, which state: “The Vendor {Contractor} shall track and report on all phases of part orders to assist in determining response times. At a minimum, the Vendor {Contractor} shall track and report the following information: order number, part number, work order, Technician ID, date/time order placed by a technician, estimated delivery date and time if part is not in inventory, date/time order received by the Vendor {Contractor} if part is not in inventory, date/time order received by a technician, order notes.” Additionally, As stated in Section 3.5.8 of the Bid Solicitation: “The Vendor’s {Contractor’s} inventory system must be capable of charging and/or crediting Part Cores without mark-ups or shipping charges being applied. The Vendor {Contractor} shall accept industry standard Part Cores for rebuilding where the parts are acceptable as Part Core exchanges including, but not limited to water pumps, alternators, and engine blocks.” 4. Please refer to the Section 5.15” Maintenance of Records” of the State of New Jersey Standard Terms and Conditions.
39	3.6.5 Inventory Systems Requirements	1. To what deliveries does this requirement apply; all deliveries, deliveries over a certain extended dollar value of material, or any expedited shipment? 1. The above mention delivery requirement applies to deliveries for non-stock items. Additionally, As stated in Section 3.6.5: “NJDOT may preauthorize shipping or freight charges for a “not to exceed” amount.” Please see revisions to the Bid Solicitation entitled “T3088 Revised Bid Solicitation 12.20.2018”.
40	3.7.2 Warranties	1. Can you please explain further why all credits issues to the NJDOT should be issued as “covered under warranties”? 2. What if the credit to be issued is for “new parts for credit”, or for “core credit” to be issued? 1. The statement only applies to warranties. 2. All non-warranty credits must be labelled with the correct reason for the credit.

41	3.8.8 Vendor Requirements	1. At the end of this section, please add: on the condition that such removal would not be deemed discriminatory and/or would not otherwise violate applicable laws. Reason for change: Without this language, NAPA could be exposed to certain employment liability claims involving wrongful termination. 1. The State declines to accept the proposed modification. Please refer to Section 2.2 of the State of New Jersey Standard Terms and Conditions, where your question is addressed.
42	3.8.12 Vendor {Contractor} Personnel Requirements	In order to validate that staffing requirements by facility, will NJDOT provide the following: 1. The annual number of parts related work orders by facility. 2. The number of technicians assigned by facility. 3. The annual parts spend by facility. 1. Please refer to Attachment # 3 entitled "NJDOT Parts and Work Orders by Facility." 2. The number of technicians assigned to each facility when fully staffed are as follows: Netcong – 9 employees Lafayette – 10 employees Lodi – 10 employees Newark – 10 employees Fernwood – 23 employees Woodbridge – 8 employees Bedminster – 9 employees Freehold – 9 employees Lakewood – 9 employees Cherry Hill – 14 employees Mays Landing – 8 employees Vineland – 11 employees 3. Please refer to Attachment # 4 entitled "NJDOT Parts Spend by Facility."
43	3.8.12 Vendor {Contractor} Personnel Requirements	The suggested staffing chart and staff descriptions detail the NJDOT's proposed staffing structure for each facility. The NJDOT requires that the Vendor have at least (2) two employees at each facility. Would this apply if one of the two employees needed to be temporarily absent, say for a doctor appointment? 1. While that employee is absent would that mean we must provide a person to fill in during that time period? 1. Please see revisions to Bid Solicitation entitled "T3088 Revised Bid Solicitation 12.20.2018".
44	3.9.2 Personnel Licensure And Certifications	1. Will NJDOT allow the Vendor {Contractor} staff who have direct contact with parts up to one year after their date of hire to be ASE P1 and P2 certified?

		1. No. The Vendor's {Contractor's} staff must be ASE P1 and P2 certified prior to placement in NJDOT facility.
45	3.9.3 Personnel Licensure And Certifications	1. Will NJDOT permit Vendor {Contractor} certified forklift operators to use NJDOT owned forklifts? 2. What forklift certification is required in order to operate a Vendor {Contractor} owned or NJDOT owned forklift at any NJDOT facility? 1. Yes. 2. Please see revisions to Bid Solicitation entitled "T3088 Revised Bid Solicitation 12.20.2018".
46	3.10.1 Security Clearance	"The Vendor {Contractor} shall follow all instructions for obtaining a criminal history record background check at http://www.njsp.org/criminal-history-records/. The Vendor {Contractor} shall not permit any employee to work in any NJDOT facility until the results of the criminal history record background check have been furnished to the SCM. The Vendor {Contractor} shall review the results of that criminal history record background check and forward a copy of same to the SCM prior to assigning personnel to a State facility". 1. Since we conduct background checks on all employees upon hire, If we transfer a current employee from one of our existing facilities to a DOT facility who may have had a background checks completed within the last several years, would a current background check be required upon placement into a DOT facility? 1. Please see revisions to Bid Solicitation entitled "T3088 Revised Bid Solicitation 12.20.2018".
47	3.12 Mobilization Phase	Attempting to have all 12 facilities simultaneously operating within 45 days of notice of award is a high risk transition strategy. First, typically customers want to adjust processes after a single site implementation because they've recognized a better way to do business. Adjusting processes after transitioning 1 site is manageable, adjusting 12 sites will be a challenge. Second, the most critical factor for program success is preparing the customers' workforce for the changes in their business. Can NJDOT prepare the staff at 12 facilities simultaneously? Third, no responsible Vendor will proceed with hiring employees, purchasing equipment, vehicles, & inventory, establishing accounts with suppliers, etc. without a signed Blanket P.O. A Vendor will not make these significant financial outlays based on a "notice of award" because it is extremely risky to do so, but rather they will wait until receiving a fully executed Blanket P.O. Fourth, successful transition requires lots of prior planning. For example, NJDOT needs to provide historical demand data, the Vendor needs to analyze the data and calculate stocking levels, NJDOT needs to provide preferred parts brands/quality/price point for each repair application, NJDOT needs to identify Demand Inventory by facility, the Vendor needs to open accounts with suppliers, joint processes need to be developed, etc. Accomplishing these actions for 12 facilities simultaneously will be a challenge. Lastly, dozens of Vendor and NJDOT personnel will need to be simultaneously deployed throughout the state in order to accountably turn over the existing inventory and establish operations. It is unlikely that any Vendor has the human resources to simultaneously transition all 12 facilities and do it well.

		1. Will NJDOT consider a Vendor proposed Mobilization Plan which transitions the 12 facilities over a period of time deemed more executable and less risky for both NJDOT and the Vendor? 1. Please see revisions to Bid Solicitation entitled "T3088 Revised Bid Solicitation 12.20.2018".
48	3.12 Mobilization Phase	1. Does the Blanket P.O. Effective Date of 1 November 2018 signify the beginning of the Mobilization Phase or the end of the Mobilization Phase? 1. The Blanket P.O. begin date would signify an anticipated award date; however, the date is subject to change.
49	3.12 Mobilization Phase	It states in the first paragraph that "facilities are operational within 45 calendar days of notice of award". In the first paragraph of Section 3.1.3 (Pg. 27) it states "the operations phase shall commence immediately following the 45 calendar day mobilization phase". Yet on the "Header Information Page" for this particular Bid Solicitation on NJSTART, it states that the "Blanket/Contract Begin Date" is November 1, 2018. 1. Can you clarify? 1. The Blanket P.O. Begin Date would signify an anticipated award date; however, the date is subject to change. Vendor's {Bidder's} proposed Mobilization Phase, despite the begin date demonstrated within NJSTART, should meet the time requirements set forth in Bid Solicitation Section 4.4.3.3.2, <i>Mobilization Plan</i>. Additionally, please see revisions to Bid Solicitation entitled "T3088 Revised Bid Solicitation 12.20.2018".
50	3.12.9 Mobilization Phase	Please see revisions to Bid Solicitation entitled "T3088 Revised Bid Solicitation 12.20.2018".
51	3.13 Operations Phase	Please see revisions to Bid Solicitation entitled "T3088 Revised Bid Solicitation 12.20.2018".
52	3.15.3 Electronic Turnkey Computer System Software And Hardware	1. This section makes reference to both AssetWorks M4 & M5. Which system is NJDOT using? 2. If NJDOT is using AssetWorks M5 then what standard interfaces are listed on the M5 Interface Manager screen? 1. Please see response to question # 38 As per Bid Solicitation Section 3.6.4, Section 3.15.6 and Section 3.15.7, the Vendor {Contractor} shall provide information in a format compatible for use in NJDOT fleet management system. It is not the intent of the NJDOT to have computer system integration.
53	3.15.3 Electronic TurnKey Computer System Software And Hardware	"The Vendor's {Contractor's} computer system shall be compatible with NJDOT's fleet management system (AssetWorks M4 and M5) so that information can be shared seamlessly".

		1. There is a cost to any integration. The DOT, in this Bid Solicitation has not addressed how / who would absorb this cost. Can you discuss who would be responsible for this expense? 1. The NJDOT will be responsible for any expenses needed to upgrade or modify its own fleet management system. The Vendor {Contractor} will be responsible for expenses related to the modification or upgrading of their own software system. Any expense for upgrades to the NJDOT fleet management system would be the responsibility of the NJDOT and any expense to make modification to the vendor's software would be the vendor's responsibility.
54	3.15.4 and 3.15.7 Electronic Turnkey Computer Systems Software And Hardware	1. Please add the word "non-confidential" before "data transaction". All transactional data as it applies to this Blanket PO can be provided. Any data deemed by vendor to be of a personal or confidential nature (inter-company memos, employee information) would not be a part of such a data release. Reason for change: NAPA needs to protect certain proprietary information from being disclosed 1. Please see revision to the Bid Solicitation entitled "T3088 Revised Bid Solicitation 12.20.2018".
55	3.16.1 Daily Reconciliation Report	1. Is the Daily Reconciliation Report an error report? Be aware that some parts will not be invoiced until days after the part has been provided to the NJDOT technician to allow for the supplier to provide an invoice which reflects the part price. 1. No. The Daily Reconciliation Report is not an error report, nor is it an invoicing report. The Daily Reconciliation Report will be used as a daily activity report. Additionally, please see revision to the Bid Solicitation entitled "T3088 Revised Bid Solicitation 12.20.2018".
56	3.16.2 Daily Availability Report	Please see revision to the Bid Solicitation entitled "T3088 Revised Bid Solicitation 12.20.2018".
57	3.16.4 Monthly Invoice Report	"The Vendor {Contractor} shall provide, via email, a monthly invoice report itemizing all parts invoiced for the previous month ("Monthly Invoice Report") to the SCM or designee by the fifth (5th) Business Day of each month. The report shall include the Vendor's {Contractor's} monthly invoice}. In the event that the Monthly Invoice Report is due on a State observed holiday, the Vendor {Contractor} shall provide it by 10:00 1.m. on the next Business Day." 1. A requirement for the Vendor's Monthly invoice are copies of the vendor's (contractor) invoice from their Suppliers. What if, through no fault of the Vendor (contractor), there are delays receiving copies of invoices from Suppliers, would the state consider extending the deadline to 15 days. 1. The State declines to accept the proposed modification.
58	3.19 Compensation	Please see revision to the Bid Solicitation entitled "T3088 Revised Bid Solicitation 12.20.2018".

59	3.20 Criteria For Payment	NJDOT will review for reconciliation and will pay only for those parts ordered, properly reconciled per the daily reconciliation report. And interfaced with the vendor's inventory system (see 3.6) on a pass through 1. Will the vendor be given the opportunity to adjust/correct any transactions the state deems not to meet the reconciliation process? 2. At what time will the vendor be required to submit pricing for this RFP? 1. Yes. The Vendor {Contractor} would be given the opportunity to adjust or correct any transactions that did not meet the reconciliation process. Additionally, as per Bid Solicitation Section 3.6.4, Section 3.15.6 and Section 3.15.7, the Vendor {Contractor} shall provide information in a format compatible for use in NJDOT fleet management system. It is not the intent of the NJDOT to have computer system integration. 2. The Vendors {Bidder} must provide pricing with their Quote at time of Quote Opening. Additionally, Bid Solicitation Section 4.2 states: "A Quote must arrive at the Division in accordance with this Bid Solicitation's instructions within the time frames noted on the Bid Solicitation cover sheet and on the "Summary" page of the Bid Solicitation in <i>NJSTART</i>, or as indicated on the posted Bid Amendment if the Quote Opening Date has been changed."
60	3.20 Criteria For Payment	Please see revision to the Bid Solicitation entitled "T3088 Revised Bid Solicitation 12.20.2018".
61	3.20.1 Criteria For Payment	1. Will NJDOT clarify what an "agency purchase order and requisition number" is as it relates to an order? 2. Is this a constant number tied to a Blanket P.O. or assigned to each work order? 3. What information does NJDOT expect the Vendor {Contractor} to capture as relates to each work order? 1. The 12 NJDOT Facilities will each be issued an agency purchase order number and requisition number. Each order will reference this information. 2. No. The 12 NJDOT Facilities requisition numbers will be changed annually to reflect activities for corresponding fiscal year, throughout the term of the Blanket P.O. Additionally, Please refer to Bid Solicitation Section 2.2, <i>General Definitions</i>, which states, "The Blanket P.O. consists of the State of NJ Standard Terms and Conditions (SST3., the Bid Solicitation, the responsive Quote submitted by a responsible Vendor {Bidder} as accepted by the State, the notice of award, any Best and Final Offer, any subsequent written document memorializing the agreement, any modifications to any of these documents approved by the State and any attachments, Bid Amendment or other supporting documents, or post-

		award documents including Change Orders agreed to by the State and the Vendor {Contractor}, in writing.” 3. Please refer to Section 3.6.1.17., which states: “Include data for each part order as submitted by NJDOT. Such data includes but is not limited to: work order or independent issue number, asset number, repair code, technician ID.”
62	3.20.1 Criteria For Payment	This section indicates that "Supplier invoices shall be submitted with the Vendor's {Contractor's} monthly invoice." This requirement will cause the Vendor {Contractor} to provide a one or more page invoice for every part delivered which will result in a monthly parts invoice of thousands of pages. 1. Will NJDOT consider revising this requirement to read, "Supplier invoices shall be retained at the facility for the purpose of auditing the Vendor's {Contractor's} monthly invoice to ensure that no markup has been applied."? 1. Please refer to the revision to the Bid Solicitation entitled “T3088 Revised Bid Solicitation 12.20.2018”.
63	3.20.2 Criteria For Payment	1. Will NJDOT confirm that this section applies only to invoicing NJDOT approved overtime hours worked by the Vendor {Contractor}? 1. Yes. The aforementioned section only pertains to NJDOT approved overtime. All other time would be covered by the Vendor's {Contractor's} annual management fee.
64	3.21.1 Basis of Payment	Please see revision to the Bid Solicitation entitled “T3088 Revised Bid Solicitation 12.20.2018”.
65	3.21.2 Basis of Payment	Please see revision to the Bid Solicitation entitled “T3088 Revised Bid Solicitation 12.20.2018”.
66	4.4.C Quote Content, 4.4.3.3.6. Parts Costs And Pricing and 6.7.2 Vendor's {Bidder's} Price Schedule	These sections all make reference to "parts cost and pricing", "price list(s)", and a "market basket" to evaluate the Vendor's {Bidder's} parts cost reasonableness. 1. Will NJDOT provide the market basket or price list for the Vendor {Bidder} to submit with the Quote? 2. If not then what is required to be submitted so that NJDOT can evaluate parts cost reasonableness? 1. No. The market basket will not be provided to the Vendor {Bidder}. It is an internal evaluation tool used by the Bureau to evaluate parts cost only. 2. In accordance with Bid Solicitation Section 4.4.3.3.6, <i>Parts Cost and Pricing</i>, which states: “The Vendor {Bidder} shall provide the price list(s) for those parts to be supplied under this Blanket P.O. The price list(s) will be used for market basket evaluation purposes only and will not be considered parts pricing for the duration of this Blanket P.O.”
67	4.4 3. Quote Content, 4.4.3.3.6	In these sections, and several others within the Bid Solicitation document, there is reference made to the terms “market basket”, “price sheets” and “price line”. We find no document in this entire bid where a pricing

	Parts Cost and Pricing and 4.4.5.3 Use Of “No Bid Versus “No Charge” On The Price Sheet/Schedule	comparison form is included. No listing of individual part numbers to be priced, or vehicle specifications where a part or parts are to be researched and priced. 1. Can you better define what the State means by “market basket” 1. Please refer to Bid Solicitation Section 4.4.3.3.6, which states: “The Vendor {Bidder} shall provide the price list(s) for those parts to be supplied under this Blanket P.O. These price lists will be used for market basket evaluation purposes only and will not be considered parts pricing for the duration of this Blanket P.O.” Additionally, Bid Solicitation Section 6.7.2 states: “Please note that parts pricing on the market basket will be evaluated for cost reasonableness prior to conducting further analysis.”
68	4.4.1.3 Subcontractor Utilization Plan and 4.4.1.5 Small Business Subcontracting Set-Aside Blanket P.O.	Both sections make reference to subcontracting set-aside goals, but do not provide the goal percentage. What subcontracting set-aside goal, if any, is required by this Blanket P.O.? 1. Please see revision to the Bid Solicitation entitled “T3088 Revised Bid Solicitation 12.20.2018”.
69	4.4 (3. Quote Content, 4.4.3.3.6 Parts Cost and Pricing and 4.4.5.3 Use Of “No Bid Versus “No Charge” On The Price Sheet/Schedule	In these sections, and several others within the Bid Solicitation document, there is reference made to the terms “market basket”, “price sheets” and “price line”. We find no document in this entire bid where a pricing comparison form is included. No listing of individual part numbers to be priced, or vehicle specifications where a part or parts are to be researched and priced. 1. Can you better define what the State means by “market basket” 1. Please refer to Bid Solicitation Section 4.4.3.3.6, which states: “The Vendor {Bidder} shall provide the price list(s) for those parts to be supplied under this Blanket P.O. These price lists will be used for market basket evaluation purposes only and will not be considered parts pricing for the duration of this Blanket P.O.” Additionally, Bid Solicitation Section 6.7.2 states: “Please note that parts pricing on the market basket will be evaluated for cost reasonableness prior to conducting further analysis”
70	4.4.3.3.6 Parts Cost And Pricing	“The Vendor {Bidder} shall provide the price list(s) for those parts to be supplied under this Blanket P.O.” 1. Can you please clarify this statement? Since, during the entire blanket P.O. period we will be using multiple vendors without knowing who they might be at this time, how can we provide price lists for every vendor that we might possibly use? We can provide a price list for our proprietary parts, supplies and vendors, but our considerable experience with this type of program has shown us that we will use far more than just our proprietary parts and vendors.

		1. As stated Bid Solicitation Section 4.4.3.3.6: "Vendor {Bidder} shall provide the price lists(s) for those parts to be supplied under this Blanket P.O. These price lists will be used for market basket evaluation purposes only and will not be considered parts pricing for the duration of this Blanket P.O." Additionally, Bid Solicitation Section 6.7.2 states: "Please note that parts pricing on the market basket will be evaluated for cost reasonableness prior to conducting further analysis" Vendor {Bidder} shall make every effort to provide as many parts price lists as possible for those parts which the Vendor {Bidder} intends to supply under this bid Solicitation.
71	4.4.5.2 Price Sheet/Schedule Attachment Instructions	Please see revision to the Bid Solicitation entitled "T3088 Revised Bid Solicitation 12.20.2018".
72	4.4.5.4 Delivery Time And Costs	All delivery times shall not exceed 10 Calendar Days after receipt of order (ARO) and prices for items in quotes shall be submitted F.O.2 destination (10 Calendar Days ARO/F.O.2.) ? 1. Can this be changed to business days for instance if an order is submitted on 6.29.2018, the Vendor would lose five out of the ten days due to weekends and a holiday, neither are within the Vendor's control. 2. Please explain further what the intent of "quotes" in the statement above is, and under what circumstances will the vendor have to submit quotes. How often does the state anticipate requiring the vendor to provide a quote? 1. The State declines to accept the proposed modification. 2. The term "Quote" is referencing a Vendor's {Bidders} initial Quote pricing submitted at Quote opening date in response to the Bid Solicitation.
73	5.2 Blanket P.O Term And Extension Option and 5.3 Blanket P.O. Transition	1. If the Blanket P.O. can be extended up to two years, plus an additional 180 day transition period beyond the expiration date, with pricing at the rates in effect in the last year of this Blanket P.O. then how will the Vendor {Contractor} be compensated for increased operational costs in the two option years plus up to 180 days? 1. Please see revision to the Bid Solicitation entitled "T3088 Revised Bid Solicitation 12.20.2018" and the revised State-Supplied Price Schedule entitled "T3088 Revised Price Schedule 12.20.2018"
74	5.8 Ownership Of Material	1. Please delete this section. We can agree to this section as it pertains to daily transactional data covered by this Blanket PO. Data provided would not include any material deemed by Vendor (Contractor) to be proprietary in nature, to include inter-company memos, personal information on employees, et3. Also, all computer hardware and software, as well would stay the property of the Vendor. Reason for change: This section is overbroad and could potentially transfer proprietary material of NAPA to NJDOT.

		1. Please see revisions to the Bid Solicitation entitled "T3088 Revised Bid Solicitation 12.20.2018".
75	5.13.3 Remedies For Failure To Comply With Material Blanket P.O. Requirements	1. Under this section, what would stop a NJDOT employee from going out on their own and purchasing a product that may be three times higher than what the Vendor (Contractor) can provide, and then come back to the Vendor (Contractor) looking to have the difference credited back to the DOT. Or, what would stop a NJDOT employee from purchasing a product unnecessarily and including a high freight charge; again looking for the Vendor (Contractor) to credit back the difference? 1. This clause only applies to the termination of a Blanket P.O., which would only occur under certain circumstance as set forth in the Bid Solicitation.
76	5.16 Additional Work and/or Special Projects	1. In the fourth paragraph, please delete the words "firm, fixed" from the third and fourth sentences regarding prices. Reason for change: The pricing of the parts themselves cannot be fixed, but could change based on the manufacturer 1. Section 5:16 of the State of New Jersey Standard Terms and Conditions only applies to addition work outside of the original scope of work outlined in the Bid Solicitation.
77	5.17.1 Insurance – Professional Liability Insurance	1. Please delete this section. Reason for change: NAPA does not maintain professional liability insurance. 1. Please see revisions to the Bid Solicitation entitled "T3088 Revised Bid Solicitation 12.20.2018".
78	5.17.1.D Professional Liability Insurance	Professional Liability Insurance (PLI) should not apply to this Blanket P.O. since PLI applies to work requiring a professional license issued and regulated by the State for professions such as engineers, physicians, lawyers, accountants, insurance brokers, et3. 1. Will NJDOT confirm that no such license or regulatory standards apply to the services required by this Blanket P.O. and therefore PLI does not apply? 1. Please see revisions to the Bid Solicitation entitled "T3088 Revised Bid Solicitation 12.20.2018".

79	6.7.2 Vendor's {Bidder's} Price Schedule	“and the results of the market basket evaluation model for parts cost” “The market basket evaluation model will be used to evaluate parts cost only” “Please note that parts pricing on the market basket will be evaluated for cost reasonableness prior to conducting further analysis.” 1. Can you please specify exactly where we can find the “market basket evaluation model” and/or “market basket” referred to in this section? 2. Can you also give a description of what the “market basket evaluation model” and/or “market basket” form looks like? 1. The market basket will not be provided to the Vendor {Bidder}. It is an internal evaluation tool used by the Bureau to evaluate parts cost only, no additional description will be provided. Additionally, please see revisions to the Bid Solicitation entitled “T3088 Revised Bid Solicitation 12.20.2018”.
80	7.1.2 Source Disclosure Requirements and 7.1.2.1 Breach Of Blanket P.O.	1. Please delete these sections. Reason for change: NAPA will source products from countries outside of the United States from time to time. As such, NAPA cannot agree that all services (including product procurement) will be performed within the US 1. Please see revisions to the Bid Solicitation entitled “T3088 Revised Bid Solicitation 12.20.2018”.
81	9.0 State of New Jersey Standard Terms and Conditions	Please see revisions to the Bid Solicitation entitled “T3088 Revised Bid Solicitation 12.20.2018”.
82	State of New Jersey Standard Terms and Conditions 2.2 Anti- Discrimination	In the last sentence, please add “anti-discrimination” before “regulations”. Reason for change: NAPA wants to clarify that the regulations being referred to in this section pertain to anti-discrimination regulations only 1. Please see revisions to the Bid Solicitation entitled “T3088 Revised Bid Solicitation 12.20.2018”.
83	State of New Jersey Standard Terms and Conditions 3.5 The Workers And Community Right To Know ACT	1. Please revise the last sentence to read: Therefore, contractor will use commercially reasonable efforts to cause the applicable manufacturer to ensure that all goods offered for purchase to the State will be labeled in compliance with the provisions of the statute. Reason for change: As a distributor of products only, NAPA cannot guarantee that all products will be labeled by the manufacturer in accordance with the provisions of the statute. NAPA can, however, use commercially reasonable efforts to ensure the same. 1. Please see revisions to the Bid Solicitation entitled “T3088 Revised Bid Solicitation 12.20.2018”.

84	State of New Jersey Standard Terms and Conditions 3.6 Service Performance Within U.S.	1. Please delete this section. Reason for change: NAPA will source products from countries outside of the United States from time to time. As such, NAPA cannot agree that all services (including product procurement) will be performed within the US 1. The country of origin of parts supplied under this Blanket P.O. is not relevant, since Section 3.6 of the Bid Solicitation does not apply to goods. Furthermore, it is expected that the services contemplated by the Bid Solicitation will be provided at the specified twelve locations within the State of New Jersey, or elsewhere in the United States.
85	State of New Jersey Standard Terms and Conditions 3.7 Buy American	1. Please delete this section. Reason for change: Same as the reason provided in Section 3.6 above 1. The aforementioned Bid Solicitation section will not be modified. However, it does not apply, since this Blanket P.O. does not include public works.
86	State of New Jersey Standard Terms and Conditions 3.8 Diane B. Allen Equal Pay Act	Please see revisions to the Bid Solicitation entitled "T3088 Revised Bid Solicitation 12.20.2018".
87	State of New Jersey Standard Terms and Conditions 4.1 Indemnification	1. In Subpart A, please delete all language following "which shall arise from or result directly" and replace with: from the negligent acts or omissions or intentional misconduct of contractor or its employees hereunder. Further, please delete Subpart 3. Reason for change: As a distributor of products only, NAPA does not have direct control over the manufacturing process and design of the products, and as such, NAPA cannot agree to indemnify NJDOT for the products supplied under the contract. NAPA can, however, agree to indemnify NJDOT for its negligence and intentional misconduct 1. The State declines to accept the proposed modification.
88	State of New Jersey Standard Terms and Conditions 4.2 Insurance	1. Please replace the third and fourth sentences with the following: All required policies shall include the following language: Should any of the above described policies be cancelled before the expiration date thereof, notice will be delivered in accordance with policy provisions. 2. In Subpart A, please add "to the extent of contractor's indemnification obligations herein" after "Additional Insureds" in the second sentence. Please delete the last sentence in this Subpart 1. In Subpart B, please add "to the extent of contractor's indemnification obligations herein" after "Additional Insured" 3. Please delete Subpart C (1. Reason for change: The changes above mirror the terms set forth in NAPA's insurance policies and endorsements

		1. Please see revisions to Section 15.17.1 of the Bid Solicitation entitled "T3088 Revised Bid Solicitation 12.20.2018". 2. No. The reason is because the Vendor {Contractor} has indemnification obligations itself, and those are not limited by or subject to his insurance coverage. While the Bid Solicitation sets forth minimum insurance requirements, the Vendor {Contractor} must use its own business judgment when choosing coverage and limits, to protect itself in the event of claims against it. 3. No. Please see above response to 2.
89	State of New Jersey Standard Terms and Conditions 5.4 State's Option to Reduce Scope of Work and 5.5 Change In Law	1. In Subpart A of Sections 5.4 and 5.5, please revise the last sentences to read: The parties shall negotiate the adjusted contract price. If the parties are unable to agree on an adjusted contract price, either party may terminate the contract by providing the other party with at least 30 days prior written notice. Reason for change: If the Director makes a decision that NAPA deems in its reasonable discretion to be patently unfair and/or unjust, NAPA needs to have the right to terminate the contract so that it will not be operating under an unfavorable contract. 1. The State declines to accept the proposed modification.
90	State of New Jersey Standard Terms and Conditions 5.7 Termination Of Contract	1. Please make termination for convenience mutual in Subpart A, and please make termination for cause mutual in Subpart 2. Reason for change: There may be certain situations such as NJDOT's failure to timely pay that would necessitate NAPA having a right to terminate an awarded contract early 1. The State declines to accept the proposed modification.
91	State of New Jersey Standard Terms and Conditions 5.8 Subcontracting Or Assignment	1. Please add the following language to the end of this section: The parties agree that the term "subcontractor" as used herein and throughout this contract shall specifically exclude all third party suppliers and manufacturers of the products sold hereunder and all third party delivery service providers. Reason for change: NAPA would like to clarify that the term subcontractors does not include suppliers of products or third party delivery service providers as NAPA cannot be responsible for the actions of such third parties 1. Please see revision the Bid Solicitation entitled "T3088 Revised Bid Solicitation 12.20.2018".
92	State of New Jersey Standard Terms and Conditions 5.11	This Section addresses offering "equipment" which is not a requirement of this Blanket P.O. and therefore this section should be removed from the Bid Solicitation. 1. Will NJDOT confirm that Section 5.11 does not apply?

	Performance Guarantee Of Contractor	1. The aforementioned Bid Solicitation section will not be modified; however, the aforementioned section does not apply.
93	State of New Jersey Standard Terms and Conditions 5.11 Performance Guarantee of Contractor	1. Please revise subpart 1. to read: The equipment offered is standard new equipment or remanufactured to OEM standards. Please delete subparts 2 through e. Please revise subpart f. to read: Contractor will pass through all available warranty benefits from the applicable manufacturer to the State to the extent permitted by contract or law. In subpart g. please add “by the contractor” after “rendered”. Reason for changes: The above changes reflect the fact that NAPA is a distributor of products only, and as such, cannot make direct guarantees regarding the quality of the products 1. The aforementioned Bid Solicitation section will not be modified; however, the aforementioned section does not apply.
94	State of New Jersey Standard Terms and Conditions 5.12 Delivery Requirements	1. Please revise Subpart B to read: The contractor shall use commercially reasonable efforts to cause the applicable manufacturer to ensure that all materials will be delivered in first class condition to the State’s using agency or the purchaser under this contract and in accordance with good commercial practice; Please revise Subpart C to read: The contractor shall use commercially reasonable efforts to cause the applicable manufacturer to ensure that all Items will be delivered strictly in accordance with the contract. Reason for changes above: The above changes reflect the fact that NAPA is a distributor of products only, and as such, cannot make direct guarantees regarding the quality of the products. In Subpart D, please delete “the difference in price, if any, to be paid by the contractor”. Reason for change: NAPA cannot agree to excess cost damages as such damages could be unreasonably high 1. The State declines to accept the proposed modification.
95	State of New Jersey Standard Terms and Conditions 5.15	1. Please replace 5 years with 2 years and replace “final payment unless a longer period is required by law” with “creation of the record”. At the end of this section, please add “Audit results will be based upon overcharges and undercharges being combined to determine the net impact.”

	Maintenance Of Records	Reason for change: The above changes reflect NAPA's document retention policy. Further, NAPA wants to ensure that payments made as a result of an audit account for undercharges 1. The State declines to accept the proposed modification.
96	State of New Jersey Standard Terms and Conditions 6.6 Availability Of Funds	1. Please add the following language to the end of this section: Notwithstanding the foregoing, the State agrees to use its best efforts to appropriate all monies owed to contractor, including, but not limited to, at the end of the contract, the amount of money to purchase all non-NAPA branded inventory. Reason for change: NAPA requires this language as a safeguard to prevent a municipality from using appropriation language as a way to avoid its contractual obligations under a contract. 1. The State declines to accept the proposed modification.
97	7.0 Blanket P.O. Award	1. Will NJDOT confirm that Federal funds are not applicable to this Blanket P.O. and therefore Section 7 of the Standard Terms and Conditions do not apply? 1. NJDOT can confirm that federal funds may be used in whole or part to fund parts purchasing during this procurement. Therefore Section 7 of the State of New Jersey Standard Terms and Conditions does apply.
98	State of New Jersey Standard Terms and Conditions 7.1 Procurement of Recovered Materials	1. Please delete this section. Reason for change: As a distributor of products only, NAPA cannot guarantee that its products will meet the requirements set forth in this section. 1. The State declines to accept the proposed modification.
99	State of New Jersey Standard Terms and Conditions 9.0	1. Will NJDOT confirm that this Blanket P.O. is not a "public works contract" and therefore all public works requirements do not apply to this effort, specifically, Sections 2.3., 3.1.-3.4., and 3.7.? 1. This is not a "Public Works contact".
100	State of New Jersey Standard Terms and Conditions Exhibit A	1. Will NJDOT provide either the "targeted county employment goals established in accordance with N.J.1.3. 17:27-5.2." or a link to where the goals can be found? 1. The aforementioned Bid Solicitation section will not be modified. However, it does not apply.