



Request for Proposal 06-X-38069

For: Appliances: Major Household & Window Air Conditioners

Event	Date	Time
Bidder's Electronic Question Due Date (Refer to RFP Section 1.3.1 for more information.)	10/28/05	5:00 PM
Mandatory Pre-bid Conference (Refer to RFP Section 1.3.3 for important details about the new electronic bid option.)	Not Applicable	
Mandatory Site Visit (Refer to RFP Section 1.3.2 for more information.)	Not Applicable	
Bid Submission Due Date (Refer to RFP Section 1.3.5 for more information.)	11/10/05	02:00 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.

Set-Aside	Status	Category
Small Business (Refer to RFP Section 4.4.1.8 for more information.)	<input type="checkbox"/> Not Applicable	<input checked="" type="checkbox"/> I
	<input checked="" type="checkbox"/> Entire Contract	<input checked="" type="checkbox"/> II
	<input type="checkbox"/> Subcontracting Only	<input checked="" type="checkbox"/> III

RFP Issued By

Using Agency/Agencies

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

State of New Jersey
Cooperative Purchasing Members

Date:

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NOTICE TO BIDDERS

SET-ASIDE CONTRACTS

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

PURSUANT TO THE PROVISIONS OF THE NEW JERSEY STATUTE AND ADMINISTRATIVE CODE CITED ABOVE, THIS CONTRACT, OR A PORTION THEREOF, HAS BEEN DESIGNATED AS A SET-ASIDE CONTRACT FOR SMALL BUSINESS. AS INDICATED ON PAGE ONE OF THIS DOCUMENT, AS SUCH, ELIGIBILITY TO BID IS LIMITED TO BIDDERS THAT MEET STATUTORY AND REGULATORY REQUIREMENTS AND HAVE HAD THEIR ELIGIBILITY DETERMINED BY THE NEW JERSEY COMMERCE AND ECONOMIC GROWTH COMMISSION (COMMERCE). THE DEFINITIONS OF EACH SMALL BUSINESS SET-ASIDE CATEGORY CAN BE FOUND AT N.J.A.C. 17:13-1.2 OR N.J.A.C. 12A:10-1.2.

"SMALL BUSINESS" MEANS A BUSINESS THAT HAS ITS PRINCIPAL PLACE OF BUSINESS IN THE STATE OF NEW JERSEY, IS INDEPENDENTLY OWNED AND OPERATED, AND HAS NO MORE THAN 100 FULL-TIME EMPLOYEES.

THE NEW PROGRAM PLACES SMALL BUSINESS INTO THE FOLLOWING CATEGORIES: THOSE WITH GROSS REVENUES UP TO \$500,000; THOSE WITH GROSS REVENUES OF UP TO \$5 MILLION; AND 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, A COPY OF ITS CURRENT APPROVAL NOTICE FROM THE NEW JERSEY COMMERCE AND ECONOMIC GROWTH COMMISSION. ANY BUSINESS THAT SEEKS TO REGISTER AS A SMALL BUSINESS IS REQUIRED TO SUBMIT A FEE PAYMENT ALONG WITH ITS APPLICATION TO COMMERCE.

ALL NECESSARY FORMS AND ANY ADDITIONAL INFORMATION CONCERNING REGISTRATION MAY BE OBTAINED BY CONTACTING COMMERCE'S OFFICE OF SMALL BUSINESS SERVICES, BY TELEPHONE AT THE NUMBER BELOW, OR BY MAIL, OR IN PERSON BETWEEN THE HOURS OF 9:00 A.M AND 5:00 PM AT THE ADDRESS BELOW:

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

TELEPHONE: 609-292-2146

1.0 INFORMATION FOR BIDDERS

1.1 PURPOSE AND INTENT

This Request for Proposal (RFP) is issued by the Purchase Bureau, Division of Purchase and Property, Department of the Treasury, on behalf of State's Using Agencies. The purpose of this RFP is to solicit bid proposals for major appliances (refrigerator, freezers, washers, dryers, etc.) and window air conditioners.

Historically this RFP has provided bidders with three (3) categories for bidding namely; small appliances, major appliances and window air conditioners. Due to the lack of purchases on the small appliances category within the pass two years, this category is no longer included in this RFP. The Using Agencies will be able to make these purchases via Direct Purchase Authority (DPA).

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.

The NJ Standard Terms & Conditions located on the Advertised Solicitation, Current Bid Opportunities webpage <http://www.state.nj.us/treasury/purchase/bid/summary/06x38069.shtml> 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 same 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 reprourement of the **Appliances: Small and Major, Including Window Air Conditioners** term contract, presently due to expire on **01/31/06**. Vendors who are interested in the current contract specifications and pricing information are encouraged to visit the Purchase Bureau's website on the world wide web. The applicable "T" reference number for this lookup is **T1820**. The exact WWW address is: <http://www.state.nj.us/treasury/purchase/contracts.htm>

1.3 KEY EVENTS

1.3.1 ELECTRONIC QUESTION AND ANSWER PERIOD

It is the policy of the Purchase Bureau to accept questions and inquiries from all potential bidders electronically via web form. To submit a question, please go to the Quicklinks Q&A button on the Advertised Solicitation, Current Bid Opportunities webpage or to <http://ebid.nj.gov/QA.aspx>.

After the submission of bid proposals, unless requested by the State, contact with the State is limited to status inquiries only and such inquiries are only to be directed to the web form. Any further contact or information about the proposal to the buyer or any other State official connected with the solicitation will be considered an impermissible supplementation of the bidder's bid proposal.

1.3.1.1 QUESTION PROTOCOL

Questions should be addressed in writing via the procedure set forth above. Questions should be directed to the RFP by the writer and questions should be 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.

Answers to electronic questions will be posted to addenda on the Purchase Bureau website (see Section 1.4.1. of this RFP for further information). Bidders shall not contact the Using Agency directly, in person, by telephone or by email, concerning this RFP.

1.3.1.2 CUT-OFF DATE FOR QUESTIONS AND INQUIRIES

The cut-off date for electronic questions and inquiries relating to this RFP is **October 28, 2005** at 5 pm. Addenda, if any, to this RFP will be posted to the Purchase Bureau website (see Section 1.4.1. of this RFP for further information.)

1.3.2 NOT APPLICABLE TO THIS RFP

1.3.3 NOT APPLICABLE TO THIS RFP

1.3.4 NOT APPLICABLE TO THIS RFP

1.3.5 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. You must submit a bid proposal in order to be considered for contract award. **ANY BID PROPOSAL NOT RECEIVED ON TIME AT THE RIGHT PLACE WILL BE REJECTED. THE DATE, TIME AND LOCATION ARE:**

<u>DATE:</u>	November 11, 2005
<u>TIME:</u>	2:00 PM
<u>LOCATION:</u>	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 on the following website: http://www.state.nj.us/treasury/purchase/directions.shtml

1.3.6 NOT APPLICABLE TO THIS RFP

1.4 ADDITIONAL INFORMATION

1.4.1 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.

ALL RFP ADDENDA WILL BE ISSUED ON THE PURCHASE BUREAU WEB SITE. TO ACCESS ADDENDA THE BIDDER MUST SELECT THE BID NUMBER ON THE PURCHASE BUREAU 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 ADDENDUM AS A PART OF THIS RFP

Any addendum to this RFP shall become part of this RFP and part of any contract awarded as a result of this RFP.

1.4.3 ISSUING OFFICE

This RFP is issued by the Purchase Bureau, Division of Purchase and Property.

1.4.4 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. By submitting a bid proposal in response to this RFP, the bidder represents that it has satisfied itself, from its own investigation, as to all of the requirements of this RFP.

1.4.5 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.

1.4.6 CONTENTS OF BID PROPOSAL

Subsequent to bid opening, all information submitted by bidders in response to the bid solicitation is considered public information, except as may be exempted from public disclosure by the Open Public Records Act, N.J.S.A. 47:1A-1 et seq., and the common law. A bidder may designate specific information as not subject to disclosure when the bidder has a good faith legal/factual basis for such assertion. The State reserves the right to make the determination and shall so advise the bidder. The location in the bid proposal of any such designation should be clearly stated in a cover letter. **The State will not honor attempts by bidders either to designate their entire bid proposal as proprietary and/or to claim copyright protection for their entire proposal.**

All bid proposals, with the exception of information determined by the State to be proprietary, are available for public inspection.

Interested parties can make an appointment with the Purchase Bureau to inspect bid proposals received in response to this RFP.

1.4.7 PRICE ALTERATION

Bid prices must be typed or written in ink. Any price change (including "white-outs") must be initialed. Failure to initial price changes shall preclude a contract award being made to the bidder.

1.4.8 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, Affirmative Action Employee Information Report, MacBride Principles Certification, and Business Registration or Interim Registration must be supplied for each party to a joint venture.

1.5 The State intends to award contracts for a three (3) year period starting February 1, 2006 thru January 31, 2009

1.6 Price List

The bidder must submit with its bid proposal, the manufacturer's most current published price list, prior to the bid opening date, for each brand bid. THIS WILL BE THE ONLY ACCEPTABLE FORMAT FOR BID PRICING.

Failure to submit a price list for each brand bid will result in the rejection of the bid proposal for that brand only.

1.7 The bidder's signature guarantees that prices set forth within the manufacturer's preprinted price lists will govern for the entire three (3) year period of the contract. The bidder also acknowledges that, notwithstanding any reference to price escalation clauses, FOB shipping point, and shipping charges contained in the preprinted price lists, catalogs, and/or literature, such references shall not be part of any State contract awarded as a result of this RFP through the entire three (3) year period of the contract ending January 31, 2009.

1.8 For the second year of the contract starting February 1, 2007 through January 31, 2008, the State will permit contractor(s) to submit revised price lists applicable for the second year of the contract period. The revised manufacturer's price list for each brand awarded must be received by the Purchase Bureau no later than January 1, 2007. The discount originally bid will be applied to the price list for the second year of the contract. Any submission received after this date will not be accepted and the contractor must continue to accept orders for the second year of the contract based on the manufacturer's price list originally submitted for the first year of the contract.

1.9 For the third year of the contract starting February 1, 2008 through January 31, 2009 the State will permit contractor(s) to submit revised price lists applicable for the third year of the contract period. The revised manufacturer's price list for each brand awarded must be received by the Purchase Bureau no later than January 1, 2008. Any submission received after this date will not be accepted and the contractor must continue to accept orders for the third year of the contract based on the manufacturer's price list originally submitted for the first or second year of the contract.

1.10 All discounts offered must be firm for the entire three (3) year period of the contract and any extension thereof.

2.0 DEFINITIONS

2.1 GENERAL DEFINITIONS

The following definitions shall 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. An amendment is not effective until signed by the Director, Division of Purchase and Property.

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 - An agreement where two firms partner to respond to an RFP as a prime contractor, neither is a subcontractor of the other, and both agree to be responsible for performance.

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 TECHNICAL SPECIFICATIONS FOR SMALL AND MAJOR HOUSEHOLD APPLIANCES

3.1.2 MAJOR HOUSEHOLD APPLIANCES AS NOTED BELOW - (PRICE LINES 00001-00005):

1. Refrigerators and freezers
2. Dishwashers
3. Washing machines
4. Dryer-electric and gas
5. Ranges-electric and gas
6. Microwave and convection ovens
7. Humidifiers and dehumidifiers
8. Unit kitchens

One contract award shall be made per price line for price lines 00001-00005.

Note: For gas appliances - only gas appliances featuring a pilotless ignition system shall be considered for award.

The specific manufacturer's brands of products that are listed in this RFP have been purchased under previous contracts. Bidders that wish to have additional brands listed for the next bidding cycle must submit verifiable documentation to the buyer listed on this RFP at least (4) four months prior to the expiration of this contract. This will give the buyer time to research and determine if the brands warrant inclusion in the next bid proposal.

Due to the lack of sales the following brands are being removed from this contract: Continental, Hotpoint, Magic Chef and Summit.

IMPORTANT NOTE: NO SUBSTITUTION OF BRAND ITEMS IS PERMITTED UNDER CONTRACTS AWARDED. CONTRACTORS WILL ONLY SUPPLY BRAND ITEMS AWARDED. FAILURE TO DO SO MAY RESULT IN CONTRACT TERMINATION AND OTHER RECOURSE AVAILABLE TO THE DIVISION UNDER ITS STATUTE AND REGULATIONS.

No additional manufacturer brands will be accepted for this bidding cycle.

3.1.3 SAFETY REQUIREMENTS:

- a. All regularly manufactured stock electrical items shall be listed by Underwriters Laboratories, Inc. where applicable. Other electrical equipment shall be constructed to conform to applicable portions of national electrical code.
- b. Equipment offered shall comply with all applicable requirements as set forth by the occupational safety and health administration (OSHA).

3.2 Price lines 00006-00016 air conditioners, room, window. Contract awards, i.e., a primary and a secondary contract award, will be made per price lines 00006-00016.

3.2.1 APPLICABLE STANDARDS:

All air conditioners must comply with the following standards:

Underwriter's Laboratories, Inc. "Standard for Safety, Room Air Conditioners" - UL484.

American National Standards Institute.

"Safety Code for Mechanical Refrigeration" - B-9.1 room air conditioners -Z234.1 (AHAM RAC-1).

American Society for Heating, Refrigerating and Air.

Conditioning Engineers "Methods of Testing for Rating Room Air Conditioners" Standard-16.

3.2.2 DESCRIPTION:

This specification covers room air conditioners that are self contained, driven by an electric motor, and window mounted. These air conditioners shall be designed and provided with necessary mounting devices, for installation in a window.

Air conditioners shall be designed for free delivery of conditioned air to the room or space they are to serve and utilization of outside air to cool the condenser.

Each air conditioner shall be new, packaged as a self contained unit, charged with refrigerant and oil, and ready for operation.

3.2.3 MATERIAL REQUIREMENTS:

The materials used in the construction of the air conditioning units shall be of good commercial quality and shall be suitable for the purpose for which they are used. The cabinet, frame, or chassis and enclosure shall be constructed of a metal or plastic suitable for the application.

3.2.4 PERFORMANCE:

Air conditioning units shall have a rated capacity of at least equal to that specified in this RFP. The actual capacity of any air conditioning unit selected at random shall be not less than 95% of the nameplate rated capacity, when tested in accordance with the requirements of ANSI standard Z234.1. Evidence of certification by the Association of Home Appliance Manufacturers (AHAM) program or by an approved independent testing laboratory is acceptable.

3.2.5 POWER FACTOR:

When tested as specified in American Society for Heating, Refrigerating and Air Conditioning Engineers "Methods of Testing for Rating Room Air Conditioners"- Standard-16, the air conditioners shall have a power factor, measured at the terminals, of not less than 85%.

3.2.6 MINIMUM AIR QUANTITIES:

The recirculated air quantities through the air conditioning unit shall be not less than 20 CFM of standard air for each 1,000 BTU per hour of cooling capacity. The quantity of outside air admitted and/or the quantity of room-air exhausted out for ventilation purposes, shall not be less than 2 CFM of standard air per 1,000 BTU per hour of cooling capacity.

3.2.7 OPERATING CONDITIONS:

The air conditioning unit shall be designed for continuous operation under the following conditions:

OUTSIDE AIR:

Dry-Bulb Temperature ----- 110 F
Wet Bulb Temperature ----- 78 F

UNIT AMBIENT AIR:

Dry Bulb Temperature ----- 90 F
Wet Bulb Temperature ----- 73 F

3.2.8 SENSIBLE TO TOTAL COOLING RATIO:

When operating at standard conditions specified in ANSI standard Z234.1, the air conditioning units shall have a ratio of room sensible cooling effect to net total cooling effect between 55% and 82%.

The net room sensible cooling effect of an air conditioning unit is defined as the difference between the net total cooling effect and the dehumidifying effect expressed in BTU per hour. The net total cooling effect is the total useful capacity of the air conditioning unit for removing heat from the space to be treated, expressed in BTU per hour. The net dehumidifying effect is the difference between the moisture content in pounds per hour of the entering and leaving air, multiplied by 1,060 expressed in BTU per hour.

3.2.9 ENERGY EFFICIENCY RATIO:

The certified Energy Efficiency Ratio (EER) the air conditioner unit shall be not less than that indicated on each bid sheet. Air conditioning units offered with EER's less than the indicated minimum will not be considered.

3.2.10 DESIGN AND CONSTRUCTION:

The air conditioning unit shall consist of air-handling and refrigeration equipment with frame and enclosure, interconnecting tubing and wiring and necessary control and safety devices. The refrigeration system shall have a hermetically sealed unit. The unit shall consist of a compressor and motor enclosed in a welded or brazed shell and connected within a refrigeration system wherein all refrigerant liquid or gas containing parts shall be sealed to an extent that the system cannot be opened without cutting or melting. The hermetically sealed unit shall have a maximum moisture content, after being dehydrated and charge with refrigerant, of 50 p.m. in the liquid phase.

3.2.11 REFRIGERATING EQUIPMENT:

The refrigeration equipment shall be designed, constructed and assembled in accordance with ANSI standards and shall consist of cooling coil, condensing unit, interconnecting piping, and controls; and shall be designed for utilizing a refrigerant meeting the applicable standards.

3.2.12 CONDENSING UNIT:

The condensing unit shall consist of compressor unit with motor, condenser, and other necessary equipment. The condensing unit shall be provided with an air-cooled condenser with provisions for discharge of condenser air to the outside. The condensate from the cooling coil shall be disposed of by evaporation and diffusion sufficient to prevent its collection in any part of the building in which the unit is located and to prevent overflow of the condensate receptacle when the unit is operating under the following condition:

Unit ambient air and outside air entering unit:

Dry-bulb temperature ----- 80 F
Wet-bulb temperature ----- 75 F

3.2.13 COMPRESSOR UNIT:

The compressor unit shall be mounted within the cabinet with provisions for vibration isolation. The oiling of all moving compressor parts shall be accomplished automatically, with provisions for returning oil from suction lines to housing or crank case.

3.2.13.1 CONDENSER:

The air-cooled condenser shall be located within the air-conditioning unit and shall be finned-tubed construction using copper or other non-ferrous tubes and fins soldered or bonded to the condenser tubing. Fittings and joints shall be brazed, welded, or bonded by other acceptable means.

3.2.13.2 COOLING COIL:

The cooling coil shall be of finned-tube construction and composed on non-ferrous metal tubes. Fins shall be of the extended type, or they shall be tinned or soldered to the tube, or they shall be firmly bonded to the tube by means of a collar integral with the fin. A suitable drip pan and drain for collecting the condensate shall be furnished. Provisions shall be made for disposal of the condensate as specified herein.

3.2.13.3 REFRIGERANT TUBING AND FITTINGS:

Tubing used for refrigerant piping shall conform to the requirements of ANSI standard 89.1 Safety Code for Mechanical Refrigeration.

3.2.13.4 CAPILLARY TUBES:

Where capillary tubes for refrigerant expansion are used, they shall comply with ANSI standards 6234.1.

3.2.13.5 ELECTRICAL EQUIPMENT:

All motors and controls shall be in accordance with UL484 standard for Safety, Room Air Conditioners. All motors and controls shall be furnished with voltage and frequency ratings as specified in the request for bids.

All wiring shall be located or otherwise protected to prevent damage from dripping oil or water. All air-conditioning units shall be equipped with a national electrical code cord in accordance with ul484.

A. All motors shall be wound for the specified voltage, and shall be of adequate capacity to start and operate the unit under tests specified in American Society for Heating, Refrigerating and Air Conditioning Engineers "Methods of Testing for Rating Room Air Conditioners"-Standard-16 the starting mechanism shall be simple in design and rugged in construction. Magnetic-type motor starters shall be provided where necessary.

Motors shall be protected in case of failure of the starting mechanism or excessive overload, by a thermal protective device of proper current rating. This device shall be reset automatically. Fuses are not acceptable in lieu of this thermal overload protective device.

B. Successful contractor, upon request from a state agency, will be required to demonstrate any and all pieces of equipment before or after purchase order is processed. Successful contractor, upon request, must set up all equipment and give instructions on use and preventive maintenance within five (5) days after delivery.

C. Manual and automatic controls shall be furnished, mounted in the cabinet and externally operable. Each air conditioning unit shall be factory-wired so that controls are easily accessible for service and to accomplish the following functions:

- TURNING THE AIR CONDITIONER UNIT ON OR OFF.
- AUTOMATIC CONTROL SHALL INCLUDE THERMOSTAT FOR CONTROLLING THE CONDITIONED AIR TEMPERATURE.
- LOW COOLING.
- HIGH COOLING.
- FAN ONLY - TWO SPEED
- AIR ADMITTANCE AND/OR EXHAUST AIR

3.2.13.6 AIR-CIRCULATING EQUIPMENT:

The air-circulating equipment in an air conditioning unit shall include a fan or blower with a motor, motor control, and an air cleaner or cleaners.

3.2.13.7 FILTERS:

Air cleaning filters of the permanent type shall be provided and arranged to filter all recirculated air before its entrance into any air conditioning coil or into a room. Permanent type filters shall be completely washable and unshrinkable. Filters shall be replaceable and available from other than the manufacturer of the air conditioning unit. The filter shall be of ample capacity and size to retain dust, pollen, and other impurities in the air, and shall have an effective face area capable of handling the recirculated and admitted air quantities through the cooling unit. The filter shall be free of obnoxious odors and shall conform to the requirements of all standards. Means shall be provided for screening outside air introduced for ventilation.

3.2.13.8 CABINET:

The cabinet shall include frame or chassis, enclosure, grilles, and installation.

A. FRAME OR CHASSIS:

The frame or chassis shall be rigid and of adequate strength to support and maintain alignment of the machinery and component parts. It shall be provided with internal insulation where necessary to prevent dripping, running off, or blowing off moisture under operating conditions of 80 f dry-bulb and 75 f wet-bulb unit-ambient-air and air-entering unit temperatures. Insulation shall also be applied where necessary to minimize noise transmission.

B. ENCLOSURE:

The enclosure shall be of a design and style suitable for exposed installation in an office space. When specified in this RFP shall be made for removal of the chassis in order that all parts requiring servicing may be accessible, without removal of the exterior cabinet or breaking of window seal.

C. INLET AND OUTLET GRILLES:

Inlet and outlet grilles finished to harmonize with the cabinet shall be installed in each air conditioning unit. Outlet grilles shall be near the front or face of the air conditioning unit so that air flow not be deflected or obstructed when venetian blinds are used.

D. UNIT ATTACHMENT:

Air-conditioner units shall be equipped with a suitable heavy metal saddle or other device to facilitate safe and easy installation of the unit on a window-sill of either wood or masonry. The

saddle or other device used for this purpose shall be rust-proofed to prevent staining any part of the building.

3.2.13.9 FINISH

All parts of the air conditioning unit subject to corrosion shall be protected against corrosion with chemicals, electrolytic processes, plating, and/or suitable paints and enamels.

3.2.13.10 NAMEPLATE AND OTHER DATA:

A. NAMEPLATE:

Nameplate data shall be in accordance with UL Standard 484, and shall include the following:

1. Name or code of the manufacturer of the completely assembled air conditioner unit.
2. Type, model, or catalog number and serial number of completely assembled air conditioner unit.
3. The operating voltage, frequency, amperes, and watts.
4. Cooling capacity in BTU/HR.
5. Type of refrigerant used.
6. Factory test pressure for high and low pressure sides:

B. OTHER DATA:

The following data shall be furnished with the air conditioning unit, but not necessarily on the nameplate:

1. AHAM or Approved Independent Testing Laboratory certification seal, permanently attached to air conditioning unit.
2. Underwriter's Laboratories Approval - shall be indicated.

3.2.13.11 IMPORTANT NOTE:

Bidders must offer air conditioning units which fall within the parameters requested for each category. Bidders who submit prices for a unit whose capacity does not fall within the range requested for that category will have their bid rejected for that portion of their bid only.

EER shall be listed in manufacturer's publication and in accordance with the latest department of energy test procedures per section 323 of energy policy and conservation act.

3.2.13.12 LIFE CYCLE COST EVALUATION:

All proposals presented must meet all requirements of this specification, but proposals will be evaluated and contracts awarded on a life cycle cost basis which uses a formula developed to compute the total cost of a air conditioning unit over its expected life span. The formula takes into consideration the initial cost of the unit, and the energy cost to run the unit over its expected life span. The lower the life cycle cost, the less money the air conditioning unit will cost over its expected life span. The formula is as follows:

$$LCC = BP + (CAP \times .4216) \\ (EER)$$

The life cycle cost is equal to bid price plus the combination of rated capacity of the air conditioning unit (BTU/hour), times the factor of .4216, which represents the standard for operating hours and air conditioning unit price for electricity, divided by the literature certified energy efficiency ratio.

**AIR CONDITIONER CAPACITY
BTU/HR. CLASSIFICATIONS**

CATEGORY	BTU/HR.		VOLTAGE
	MIN.	MAX	
2	5,000	5,999	115
3	6,000	6,999	115
4	7,000	8,999	115
5	9,000	10,999	115
6	11,000	14,999	115
7	9,000	10,999	230/208
8	11,000	12,999	230/208
9	13,000	16,999	230/208
10	17,000	19,999	230/208
11	20,000	22,999	230/208
12	23,000	24,000	230/208

The following is a chart for approximating the BTU size needed for given room sizes. This chart should be used as a guide only. Obtaining the wrong size unit can result in many adverse consequences. An air conditioner that has a lower capacity than needed will not cool a room sufficiently. An oversized unit will control the temperature, but will not run long enough to remove sufficient humidity from the air. Factors determining the necessary BTU unit include: the size of the room and the number of people using it, thickness of insulation, and the number of windows facing the sun.

The following BTU size recommendations are approximations only. Where possible, an engineer should calculate the exact BTU requirements for each particular application.

SIZE OF ROOM	APPROXIMATE BTU RATING
9 X 12	4,000
10 X 15	5,400
12 X 15	6,000
15 X 20	10,800
20 X 24	14,500
22 X 24	19,000
22 X 30	23,800

3.3 WARRANTY: MAJOR HOUSEHOLD APPLIANCES (PRICE LINES 00001-00005)

3.3.1 All products offered shall be unconditionally guaranteed for a period of one year from the time of written acceptance by the state as being fully operational. During the warranty period, the contractor, without charge, shall replace parts and render service within twenty-four (24) hours of notice by agency in writing or by telephone.

3.3.2 The contractor shall perform minor "in warranty" repairs on location. In case of a major breakdown it shall be the contractor's responsibility to pick-up equipment and return repaired equipment to the agency at no cost to the ordering agency. If an "in warranty" piece of equipment will be out of

service for a period longer than three (3) weeks, the contractor shall furnish the agency with a comparable piece of equipment until such time said piece equipment is put back into service, at no expense to the agency.

3.3.3 WARRANTY: AIR CONDITIONERS (PRICE LINES 00006-00016)

Air conditioners shall be unconditionally guaranteed for a period of one year from the time of written acceptance by the state as being fully operational, with an additional 4-year written warranty on the sealed-in refrigeration system. The contractor will repair and/or replace any equipment found to be defective during the warranty period at no additional cost to the state. This will include all labor costs for repair and/or replacement. During the guarantee period the contractor must render service within twenty-four 24 hours from verbal or written notice.

I AGREE: _____ **I DISAGREE:** _____

3.3.4 During the warranty period, contractor's transportation charges to and from repair station, cost of repair parts, cost of labor and any incidental expenses, will be borne by the contractor and not be paid by the ordering agency.

3.4 U.L. CERTIFICATION:

The bidder shall submit to the purchasing agency proof that all products furnished under this specification conform to the standards of the underwriter's laboratories, inc., regarding fire and casualty hazards. The label, marker, listing, or certified report of the Underwriter's Laboratories, inc., will be accepted as evidence of compliance for this requirement.

3.5 DELIVERY, PACKING & SHIPPING:

3.5.1 PACKING & SHIPPING:

A. All prices shall include all transportation charges, fully prepaid by the contractor, F.O.B. destination.

No additional charges will be allowed for any transportation costs resulting from partial shipments made at contractor's convenience when a single shipment is ordered.

Should the result of any inspection made by the ordering agency indicate that the equipment supplied is not satisfactory; the contractor shall immediately rectify the situation at no additional cost to the state.

B. Packaging for shipment shall be such as to protect the product adequately to insure safe shipment.

Shipping cases shall be marked to show the name of the contractor, name and address of receiving agency and state purchase order number.

Air conditioning units, including electrical equipment, shall be packed in suitable commercial cases or crates of a type, size and kind commonly used for the purpose, so constructed as to insure acceptance and safe delivery by common carriers, to the point of delivery called for in the purchase order.

C. MARKING:

Marking on the case shall be suitably affixed, legible and shall include the following:

1. Name and address of contractor.
2. Name of article.
3. Name and address of consignee.

D. DELIVERY:

Conditioners must be delivered no later than 30 days after receipt of order.

3.6 INSPECTION, TESTING, AND ACCEPTANCE:

At least one unit of each type voltage and size placed on contract shall be tested by the manufacturer at his plant and shall certify compliance with the performance specified.

Rating standards and test procedures shall be according to ANSI standard Z234.1, of the latest issue in effect.

3.7 CONTRACTORS RESPONSIBILITY:

The contractor shall, upon request, furnish each agency of the state sufficient quantities of catalogs and manufacturer's price list, and related supplemental information as often as necessary during the term of the contract at no additional cost.

The contractor shall be responsible to unpack, set-up and remove all trash for all major appliances purchased under line items 00001-00005 this contract at no additional cost to the State.

4.0 PROPOSAL PREPARATION AND SUBMISSION

4.1 GENERAL

The bidder must follow instructions contained in this RFP and on the signatory page (<http://www.state.nj.us/treasury/purchase/bid/summary/06x38069.shtml>) in preparing and submitting its bid proposal. The bidder is advised to thoroughly read and follow all instructions.

The signatory page of this RFP shall be signed by an authorized representative of the bidder. However, if the bidder is a limited partnership, the signatory page of this RFP must be signed by a general partner. If the bidder is a joint venture, the signatory page of this RFP must be signed by a principal of each party to the joint venture. Failure to comply will result in rejection of the bid proposal.

Pricing and information sheets must be completed in their entirety. Failure to comply with this requirement may result in rejection of the bid proposal.

No changes or white outs will be permitted on the specification sheets, unless each change is initialed and dated in ink by the bidder.

4.2 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/06x38069.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 MUST BE LABELED WITH THE BID IDENTIFICATION NUMBER, AND FINAL BID OPENING DATE.** (See RFP signatory page <http://www.state.nj.us/treasury/purchase/bid/summary/06x38069.shtml>.)

4.3 NUMBER OF BID PROPOSAL COPIES

Each bidder must submit **one (1) complete ORIGINAL bid proposal**, clearly marked as the "ORIGINAL" bid proposal. Each bidder should submit **one (1) full, complete and exact copies** of the original. The copies requested are necessary in the evaluation of the bid proposal. Bidders 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 PROPOSAL CONTENT

The bid proposal should be submitted as follows:

- Forms (Section 4.4.1)

CONTENTS	RFP SECTION REFERENCE	DESCRIPTION
Forms	4.4.1.1	Signatory page, signed and completed. http://www.state.nj.us/treasury/purchase/bid/summary/06x38069.shtml
	4.4.1.2	Ownership Disclosure Form http://www.state.nj.us/treasury/purchase/bid/summary/06x38069.shtml
	4.4.1.3	Disclosure of Investigations and Actions Involving Bidder http://www.state.nj.us/treasury/purchase/bid/summary/06x38069.shtml
	4.4.1.4	MacBride Principles Certification http://www.state.nj.us/treasury/purchase/bid/summary/06x38069.shtml
	4.4.1.5	Affirmative Action Employee Information Report or New Jersey Affirmative Action Certificate http://www.state.nj.us/treasury/purchase/bid/summary/06x38069.shtml
	4.4.1.6	Business Registration from Division of Revenue NJ Standard Terms & Conditions: Section 1.1 http://www.state.nj.us/treasury/purchase/bid/summary/06x38069.shtml
	4.4.1.8	Set-Aside Contracts

4.4.1 FORMS

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/06x38069.shtml>.

4.4.1.2 OWNERSHIP DISCLOSURE FORM

In the event the bidder is a corporation or partnership, the bidder must complete the attached Ownership Disclosure Form. A 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/06x38069.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/06x38069.shtml>.

4.4.1.4 MACBRIDE PRINCIPLES CERTIFICATION

The bidder must complete the attached MacBride Principles Certification evidencing compliance with the MacBride Principles. Failure to do so may result in the award of the contract to another vendor.

The MacBride Principles Certification Form is located on the Advertised Solicitation, Current Bid Opportunities webpage, <http://www.state.nj.us/treasury/purchase/bid/summary/06x38069.shtml>.

4.4.1.5 AFFIRMATIVE ACTION

The bidder must complete the attached Affirmative Action Employee Information Report, or, in the alternative, supply either a New Jersey Affirmative Action Certificate or evidence that the bidder is

operating under a Federally approved or sanctioned affirmative action program. The requirement is a precondition to entering into a State contract.

The Affirmative Action Forms are located on the Advertised Solicitation, Current Bid Opportunities webpage <http://www.state.nj.us/treasury/purchase/bid/summary/06x38069.shtml>.

4.4.1.6 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 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 located on the Advertised Solicitation, Current Bid Opportunities webpage <http://www.state.nj.us/treasury/purchase/bid/summary/06x38069.shtml>, and Section 5.3 of this RFP for additional information concerning this requirement.

4.4.1.7 EXECUTIVE ORDER 134

Refer to Section 5.19 of this RFP for more details concerning this requirement.

4.4.1.8 SET-ASIDE CONTRACTS

This is a Set-Aside Contract for **Categories I, II, or III Small Businesses**. The bidder should provide, with its bid proposal, evidence of current and valid registration as a small business from the New Jersey Commerce & Economic Growth Commission (Commerce). In the alternative, evidence that the bidder has registered with Commerce, as a small business, must be received on the date the bid proposal is received and opened.

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

4.4.1.9 NOT APPLICABLE TO THIS RFP

4.4.1.10 NOT APPLICABLE TO THIS RFP

4.4.1.11 NOT APPLICABLE TO THIS RFP

4.4.2 SUBMITTALS

- 1 The bidder shall submit with the bid, only the latest published catalogs and the most current dated, published, pre-printed manufacturer's dealers price lists for each brand of small and major Household appliances they choose to bid.
- 2 The bidder must submit all technical specifications for each air conditioners they choose to bid. The technical specifications must show the BTU/hr. Capacity, electrical requirement and EER (Energy Efficiency ratio).

3 No typewritten, handwritten, or otherwise altered manufacturer's dealer price list will be considered for an award. Failure to submit the catalog and price list and/or technical literature with your bid will result in the rejection of your bid for that brand/line only.

4 Letter of Authorization:

Bidders are required to submit with their bid, a letter of authorization stating that they are the authorized distributor/dealer for each manufacturer's brand they are bidding. If letter of authorization is not received with the bid the state requires the same must be submitted within five (5) working days from either verbal or written notification. Failure to submit the letter of authorization within this time frame will result in the rejection of your bid for that brand only.

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

NOTE: The State may upload the CD to the internet in order to facilitate user ordering from the contract. If the CD is uploaded, the contractor will NOT have to provide the Using Agency with a hard copy of the preprinted price list(s), and the contractor will not have to verify pricing and/or products.

4.4.2.1 NOT APPLICABLE TO THIS RFP

4.4.2.2 BIDDER 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/06x38069.shtml>.

4.4.2.3 REFERENCE DATA SHEETS - SATISFACTORY CUSTOMER SERVICE

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/06x38069.shtml>.

4.4.2.4 MANDATORY CONTRACTOR DATA SHEET - TERMINATED CONTRACTS

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/06x38069.shtml>.

4.4.2.5 NOT APPLICABLE TO THIS RFP

4.4.2.6 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 certified financial statements to 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.

A bidder may designate specific financial information as not subject to disclosure when the bidder has a good faith legal/factual basis for such assertion. Bidder may submit specific financial documents in a separate, sealed package clearly marked "Confidential-Financial Information" along with the Bid Proposal.

The State reserves the right to make the determination to accept the assertion and shall so advise the bidder.

4.4.3 COST PROPOSAL

The bidder must submit its pricing using the State supplied price sheet(s) attached to this RFP. Failure to submit all information required will result in the bid being considered non-responsive. Each bidder is required to hold its prices firm through issuance of contract.

4.4.4 METHOD OF BIDDING MAJOR APPLIANCES (PRICE LINES 00001-00005)

4.4.4.1 The bidder shall submit a single minus or net discount on the attached bid pricing sheets in the spaces provided for each brand (lines 00001-00005). These discounts are to be applied against the manufacturer's or dealers highest price column of the price list submitted with the bid. No mark-ups are permitted.

4.4.4.2 All information requested on the pricing pages regarding "Catalog ID, price list number, and date" must be provided. Failure to submit all information requested may result in the rejection of your bid for that line item only.

4.4.4.3 The bidder is to submit with its bid proposal the most current preprinted manufacturer's dealer's price list and the latest published catalog for each brand of major household appliances (lines 00001-00005). Failure to do so will result in the rejection of your bid proposal for that brand.

4.4.5 METHOD OF BIDDING FOR AIR CONDITIONERS (PRICE LINES 00006-00016)

4.4.5.1 The bidder shall submit a unit price on the attached bid pricing sheets in the spaces provided for each size air conditioner (lines 00006-00016).

4.4.5.2 All information requested on the pricing pages regarding "Brand name, Model #, BTU/HR EER, Life Cycle Cost, etc." must be provided. Failure to submit all information requested may result in the rejection of your bid for that line item only.

4.4.5.3 The bidder is to submit with its bid proposal detailed technical literature for each size of air conditioner (lines 00006-00016). The detailed technical literature is to include the BTU/HR. Capacity, Electrical requirement, and EER (Energy Efficiency Ratio). Failure to do so will result in the rejection of your bid proposal for that size air conditioner.

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 located on the Advertised Solicitation, Current Bid Opportunities webpage <http://www.state.nj.us/treasury/purchase/bid/summary/06x38069.shtml>.

In the event of a conflict between the provisions of this RFP, including the Special Contractual Terms and Conditions and the NJ Standard Terms and Conditions, 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 NOT APPLICABLE FOR THIS RFP

5.3 BUSINESS REGISTRATION

The following shall supplement the Section 1.1, NJ Standard Terms and Conditions pertaining to Business Registration set forth in the Advertised Solicitation, Current Bid Opportunities webpage <http://www.state.nj.us/treasury/purchase/bid/summary/06x38069.shtml>.

“Affiliate” means any entity that (1) directly, indirectly, or constructively controls another entity, (2) is directly, indirectly, or constructively controlled by another entity, or (3) is subject to the control of a common entity. An entity controls another entity if it owns, directly or individually, more than 50% of the ownership in that entity.

“Business organization” means an individual, partnership, association, joint stock company, trust, corporation, or other legal business entity or successor thereof;

“Business registration” means a business registration certificate issued by the Department of the Treasury or such other form or verification that a contractor or subcontractor is registered with the Department of Treasury;

“Contractor” means a business organization that seeks to enter, or has entered into, a contract to provide goods or services with a contracting agency;

“Contracting agency” means the principal departments in the Executive Branch of the State Government, and any division, board, bureau, office, commission or other instrumentality within or created by such department, or any independent State authority, commission, instrumentality or agency, or any State college or university, any county college, or any local unit; with respect to this Contract, the contracting agency shall mean the Division;

“Subcontractor” means any business organization that is not a contractor that knowingly provides goods or performs services for a contractor or another subcontractor in the fulfillment of a contract.

A bidder shall submit a copy of its business registration at the time of submission of its bid proposal in response to this RFP.

A subcontractor shall provide a copy of its business registration to any contractor who shall forward it to the contracting agency. No contract with a subcontractor shall be entered into by any contractor unless the subcontractor first provides proof of valid business registrations.

The contractor shall provide written notice to all subcontractors that they are required to submit a copy of their business registration to the contractor. The contractor shall maintain a list of the names of any subcontractors and their current addresses, updated as necessary during the course of the contract performance. The contractor shall submit to the contracting agency a copy of the list of subcontractors, updated as necessary during the course of performance of the contract. The contractor shall submit a complete and accurate list of the subcontractors to the contracting agency before a request for final payment is made to the using agency.

The contractor and any subcontractor providing goods or performing services under the contract, and each of their affiliates, shall, during the term of the contract, collect and remit to the Director of the Division of Taxation in the Department of the Treasury the use tax due pursuant to the "Sales and Use Tax Act, P.L. 1966, c. 30 (N.J.S.A. 54:32B-1 et seq.) on all their sales of tangible personal property delivered into the State.

This paragraph shall apply to all contracts awarded on and after September 1, 2004

5.4 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/06x38069.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 a one-year period, by the mutual written consent of the contractor and the Director.

5.5 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 **ninety (90)** days beyond the expiration date of the contract.

5.6 AVAILABILITY OF FUNDS

The State's obligation to pay the contractor is contingent upon the availability of appropriated funds from which payment for contract purposes is made. No legal liability on the part of the State for payment of any money shall arise unless funds are made available each fiscal year to the Using Agency by the Legislature.

5.7 CONTRACT AMENDMENT

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

5.8 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, located on the Advertised Solicitation, Current Bid Opportunities webpage <http://www.state.nj.us/treasury/purchase/bid/summary/06x38069.shtml>, contractor(s) must provide, on a calendar quarter basis, to the Purchase Bureau buyer assigned, a record of all purchases made under their contract award resulting for this Request for Proposal. This includes purchases made by all using agencies including the State and political sub-divisions thereof. This reporting requirement includes sales to State using agencies and, if permitted under the terms of the contract, sales to counties, municipalities, school districts, volunteer fire departments, first aid squads and rescue squads, and independent institutions of higher education. The requirement also includes sales to State and County Colleges and Quasi-State Agencies. Quasi-State Agencies include any agency, commission, board, authority or other such governmental entity which is established and is allocated to a State department or any bi-state governmental entity of which the State of New Jersey is a member.

This information must be provided in a tabular format 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

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.

5.9 PROCEDURAL REQUIREMENTS AND AMENDMENTS

5.9.1 The contractor shall comply with procedural instructions that may be issued from time to time by the Director.

5.9.2 During the period of the contract, no contractual changes are permitted, unless approved in writing by the Director.

5.9.3 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.

5.10 ITEMS ORDERED AND DELIVERED

The Using Agencies is authorized to order and the 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 in the termination of the contract or in the award of any 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.

5.11 NOT APPLICABLE FOR THIS RFP

5.12 REMEDIES FOR NON-PERFORMANCE

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. In this event, the Director may 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.

5.13 MANUFACTURING/PACKAGING REQUIREMENTS

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

5.13.2 All products shall be manufactured and packaged under modern sanitary conditions in accordance with good commercial practice.

5.13.3 All products are to be packaged in sizes as specified in this RFP and shall be packaged in such a manner as to insure 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.

5.14 NOT APPLICABLE TO THIS RFP

5.15 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.

5.16 CONTRACTOR RESPONSIBILITIES

The contractor shall have sole responsibility for the complete effort specified in the contract. Payment will be made only to the contractor. The contractor shall have sole responsibility for all payments due any subcontractor.

The contractor is responsible for the professional quality, technical accuracy and timely completion and submission of all deliverables, services or commodities required to be provided under the contract. The contractor shall, without additional compensation, correct or revise any errors, omissions, or other deficiencies in its deliverables and other services. The approval of deliverables furnished under this contract shall not in any way relieve the contractor of responsibility for the technical adequacy of its work. The review, approval, acceptance or payment for any of the services shall not be construed as a waiver of any rights that the State may have arising out of the contractor's performance of this contract.

5.17 NOT APPLICABLE FOR THIS RFP

5.18 FORM OF COMPENSATION AND PAYMENT

This Section supplements Section 4.5 of the New Jersey Standard Terms and Conditions located on the Advertised Solicitation, Current Bid Opportunities webpage <http://www.state.nj.us/treasury/purchase/bid/summary/06x38069.shtml>. The contractor must submit official State invoice forms to the Using Agency with supporting documentation evidencing that work for which payment is sought has been satisfactorily completed. Invoices must reference the tasks or subtasks detailed in the Scope of Work section of the RFP and must be in strict accordance with the firm, fixed prices submitted for each task or subtask on the RFP pricing sheets. When applicable, invoices should reference the appropriate RFP price sheet line number from the contractor's bid proposal. All invoices must be approved by the State Contract Manager before payment will be authorized.

In addition, primary contractors must provide, on a monthly and cumulative basis, a breakdown in accordance with the budget submitted, of all monies paid to any small business subcontractor(s). This breakdown shall be sent to the Purchase Bureau Business Unit, Set-Aside Coordinator.

Invoices must also be submitted for any special projects, additional work or other items properly authorized and satisfactorily completed under the contract. Invoices shall be submitted according to the payment schedule agreed upon when the work was authorized and approved. Payment can only be made for work when it has received all required written approvals and has been satisfactorily completed.

5.18.1 PAYMENT TO CONTRACTOR - OPTIONAL METHOD

The State of New Jersey now offers State contractors the opportunity to be paid through the MasterCard procurement card (p-card). A contractor's acceptance and a State agency's use of the p-card, however, is optional.

P-card transactions do not require the submission of either a contractor invoice or a State payment voucher. Purchasing transactions using the p-card will usually result in payment to a contractor in three days.

A contractor should take note that there will be a transaction-processing fee for each p-card transaction. To participate, a contractor must be capable of accepting the MasterCard. Additional information can be obtained from banks or merchant service companies.

5.19 REQUIREMENTS OF EXECUTIVE ORDER 134

In order to safeguard the integrity of State government procurement by imposing restrictions to insulate the award of State contracts from political contributions that pose the risk of improper influence, purchase of access, or the appearance thereof, Executive Order 134 was signed on September 22, 2004 ("EO 134"). Pursuant to the requirements of EO 134, the terms and conditions set forth in this section are material terms of any contract resulting from this RFP:

5.19.1 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. It also 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 26 U.S.C.A. 527 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.

5.19.2 BREACH OF TERMS OF EXECUTIVE ORDER 134

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 this Order, (ii) knowingly conceal or misrepresent a contribution given or received; (iii) make or solicit contributions through intermediaries for the purpose of concealing or misrepresenting the source of the contribution; (iv) make or solicit any contribution on the condition or with the agreement that it will be contributed to a campaign committee or any candidate or holder of the public office of Governor, or to any State or county party committee; (v) engage or employ a lobbyist or consultant with the intent or understanding that such lobbyist or consultant would make or solicit any contribution, which if made or solicited by the business entity itself, would subject that entity to the restrictions of EO 134; (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 EO 134; 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 EO 134.

5.19.3 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 Executive Order 134 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.

5.19.4 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.

5.20 NOT APPLICABLE FOR THIS RFP

6.0 PROPOSAL EVALUATION/CONTRACT AWARD

6.1 CONTRACT EVALUATION

For a product bid that has been determined to be in compliance with this RFP, the contract shall be awarded on the basis of the following criteria, not necessarily listed in the 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, contact with the State is limited to status inquiries only and such inquiries are only to be directed to the buyer. Any further contact or information about the proposal to the buyer or any other State official connected with the solicitation will be considered an impermissible supplementation of the bidder's bid proposal.

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

The purpose of such communication with a 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 Evaluation Committee's discretion whether to require a bidder to give an oral presentation or require a bidder to submit written responses to questions regarding its bid proposal. Action by the Evaluation Committee 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 reserves the right, pursuant to N.J.S.A. 52:34-12(f), to negotiate: the technical services offered, the terms and conditions and/or the price of a proposed contract award with any bidder. In addition, the State reserves the right to seek a Best and Final Offer (BAFO) from one or more bidders. 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.

The Evaluation Committee will conduct an initial review and determine whether and with which bidder(s) it will negotiate, and will communicate its request to each such bidder. In response, the bidder will submit any required revisions to its proposal.

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, confirming 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.

6.5 CONTRACT AWARD

6.5.1 METHOD OF AWARD MAJOR HOUSEHOLD APPLIANCES (LINES 00001-00005).

One contract award shall be made per line item 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 so to do.

6.5.2 METHOD OF AWARD FOR AIR CONDITIONERS (LINES 00006-00016)

For each BTU/HR classification, one primary award and one secondary award shall be made per line item as described under Section 3.2.13.11 and 3.2.13.12 of the RFP with reasonable promptness by written notice to that responsible bidder(s) whose bid, conforming to the invitation for bids, will be most advantageous to the state, price, and other factors considered. Any or all bids may be rejected when the state treasurer or the director determines that it is in the public interest so to do.

Note: agencies should always place orders of air conditioners with the primary awarded contractor. In the summer season, however, when the demand for a particular unit is so great that it becomes impossible for the primary contractor to deliver the unit within the time period stated in his contract award or no later than 30 days after receipt of order. The agency may use the secondary awarded contractor to purchase the same brand of air conditioner.