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RICHARD J. CODEY  
*Acting Governor*

**State of New Jersey**  
DEPARTMENT OF THE TREASURY  
DIVISION OF PURCHASE AND PROPERTY  
PURCHASE BUREAU  
P.O. Box 230  
TRENTON, NJ 08625-0230

JOHN E. McCORMAC, CPA  
*State Treasurer*

**DATE:** May 6, 2005

**TO:** All Potential Bidders

**RE: RFP #: 06-X-37552**  
**UNIFORMS – DIVISION OF FIRE SAFETY (DCA)**

**IMPORTANT NOTES:**

- a) **New Business Registration Requirements – This is a change from previous requirements. Failure to submit a copy of your Business Registration Certificate (or interim registration) from the Division of Revenue with the Bid Proposal may be cause for rejection of the bid proposal.**
- b) **Executive Order 134 Certification and Disclosure Submittal Requirements Revised - In order to simplify the EO 134 compliance process, effective December 22, 2004, submission of EO 134 Certification and Disclosure forms will be required to be submitted following notice of intent to award.**
- c) **Set-Asides - 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 with the Commerce Commission on the day of bid receipt and opening under the new, small business program to be eligible for award. The telephone number to call to check your status is 609 292-2146.**

Enclosed please find a complete set of bid documents for the above referenced solicitation. The following are the key dates for the project:

Date	Time	Event
06/01/05	2:00 PM	Bid Submission Due Date

All questions concerning the RFP contents and the bidding process must be directed to the undersigned.

Sincerely,  
**Sharon Overton**  
**Administrative Analyst 2 Procurement**  
E-Mail Address: [sharon.overton@treas.state.nj.us](mailto:sharon.overton@treas.state.nj.us)  
Phone: 609-292-8677  
Fax: 609-292-0490

# **ATTENTION VENDORS**

## **Vendor Information and Bidding Opportunities**

The Purchase Bureau maintains a bidders mailing list. You as a vendor may have basic information about your firm added to the bidders mailing list by visiting our website at

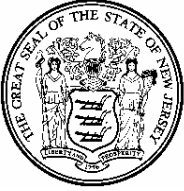
<http://www.state.nj.us/treasury/purchase/bidmaillist.htm> and submitting a bidders mailing list application online. You may also download the application and instructions and submit the application by mail.

Applications submitted online are processed more quickly than mailed applications.

A bidders mailing list application gives you the opportunity to identify yourself as a potential bidder for the types of goods and services that your firm provides. The Purchase Bureau attempts (but does not guarantee) to provide firms on the bidders mailing list with notice of bidding opportunities related to the goods and services identified in the application.

If you are already on the Purchase Bureau's bidders mailing list and you need to change your information, contact Bid List Management at (609) 984-5396.

Note: If you are an awarded State contractor and payments are not being directed to your proper remit-to address, you must send a letter on company letterhead to the Office of Management and Budget, Vendor Control Unit, PO Box 221, Trenton, NJ 08625 or fax that letter to 609-292-4882. In the letter you must include the current incorrect remit to address and your new correct remit-to address. If you have any questions about this process you may call (609) 292-8124 for more information.

	<b>STATE OF NEW JERSEY REQUEST FOR PROPOSAL</b>	<b>BID NUMBER: 06-X-37552</b>
	<b>FOR: CLOTHING: UNIFORMS - DIVISION OF FIRE SAFETY (DCA)</b>	TERM CONTRACT #: <b>T2303</b> REQUESTING AGENCY: <b>DEPARTMENT OF COMMUNITY AFFAIRS</b>
	ESTIMATED AMOUNT: \$100,000.00 CONTRACT EFFECTIVE DATE: <b>05/01/05</b> CONTRACT EXPIRATION DATE: <b>04/30/07</b> COOPERATIVE PURCHASING: <b>ATTACHMENT 4</b> SET ASIDE: SEE: SECTION 4.4.1.6	<b><u>DIRECT QUESTIONS CONCERNING THIS RFP TO:</u></b> E-MAIL ADDRESS: <a href="mailto:sharon.overton@treas.state.nj.us">sharon.overton@treas.state.nj.us</a>

**TO BE COMPLETED BY BIDDER:**  
  

Firm Name: \_\_\_\_\_

Address: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

**PURSUANT TO N.J. STATUTES, REGULATIONS AND EXECUTIVE ORDERS, PROPOSALS WHICH FAIL TO CONFORM WITH THE FOLLOWING REQUIREMENTS WILL BE AUTOMATICALLY REJECTED:**

- 1) **PROPOSALS MUST BE RECEIVED AT OR BEFORE THE PUBLIC OPENING TIME OF 2 PM ON 06/01/05 AT THE FOLLOWING PLACE: DEPARTMENT OF THE TREASURY, PURCHASE BUREAU, PO BOX-230, 33 WEST STATE STREET, 9TH FLOOR, TRENTON, NEW JERSEY 08625-0230. TELEPHONE, TELEFACSIMILE OR TELEGRAPH PROPOSALS WILL NOT BE ACCEPTED.**
- 2) THE BIDDER MUST SIGN THE PROPOSAL.
- 3) THE PROPOSAL MUST INCLUDE ALL PRICE INFORMATION. PROPOSAL PRICES SHALL INCLUDE DELIVERY OF ALL ITEMS, F.O.B. DESTINATION OR AS OTHERWISE PROVIDED. PRICE QUOTES MUST BE FIRM THROUGH ISSUANCE OF CONTRACT.
- 4) ALL PROPOSAL PRICES MUST BE TYPED OR WRITTEN IN INK.
- 5) ALL CORRECTIONS, WHITE-OUTS, ERASURES, RESTRIKING OF TYPE, OR OTHER FORMS OF ALTERATION, OR THE APPEARANCE OF ALTERATION, TO UNIT AND/OR TOTAL PRICES MUST BE INITIALED IN INK BY THE BIDDER.
- 6) THE BIDDER MUST SUBMIT WITH THE PROPOSAL BID SECURITY IN THE AMOUNT OF \$ **0** OR **0** %.  
CHECK THE TYPE OF BID SECURITY SUPPLIED:  
  
 ANNUAL BID BOND ON FILE: \_\_\_\_\_ BID BOND ATTACHED: \_\_\_\_\_  
 CERTIFIED OR CASHIERS CHECK ATTACHED: \_\_\_\_\_ LETTER OF CREDIT ATTACHED: \_\_\_\_\_
- 7) THE BIDDER MUST COMPLETE AND SUBMIT, PRIOR TO THE SUBMISSION OF THE PROPOSAL, OR ACCOMPANYING THE PROPOSAL, THE ATTACHED OWNERSHIP DISCLOSURE FORM. (SEE N.J.S.A. 52:25-24.2). [ATTACHMENT 1 OF RFP](#)
- 8) THE BIDDER MUST ATTEND THE MANDATORY PRE-BID CONFERENCE(S) AND SITE VISIT(S) AT THE FOLLOWING DATE(S) AND TIME(S):  
 PRE-BID CONFERENCE: **N/A**  
 SITE INSPECTION: **N/A**
- 9) FOR SET ASIDE CONTRACTS ONLY, A BIDDER MUST BE REGISTERED WITH THE N.J. DEPARTMENT OF COMMERCE AS A SMALL BUSINESS BY THE DATE OF BID OPENING. (SEE N.J.A.C. 17:13-3.1 & 13.3.2).

**ADDITIONAL REQUIREMENTS**

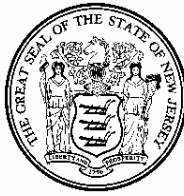
- 10) A BIDDER MUST BE REGISTERED WITH THE DIVISION OF REVENUE AND A BUSINESS REGISTRATION CERTIFICATE (OR INTERIM REGISTRATION) SHOULD BE SUBMITTED WITH THE BID PROPOSAL. (SEE N.J.S.A. 52:32-44).
- 11) PERFORMANCE SECURITY: \$ **0** OR **0** %
- 12) PAYMENT RETENTION: **00%**
- 13) AN AFFIRMATIVE ACTION FORM ([ATTACHMENT 3 OF RFP](#))
- 14) A MACBRIDE PRINCIPLES CERTIFICATION ([ATTACHMENT 2 OF RFP](#))
- 15) REQUESTED DELIVERY: **30 DAYS** FROM RECEIPT OF ORDER.

**TO BE COMPLETED BY BIDDER**

- 16) DELIVERY CAN BE MADE \_\_\_\_\_ DAYS OR \_\_\_\_\_ WEEKS AFTER RECEIPT OF ORDER.
- 17) CASH DISCOUNT TERMS (SEE RFP) \_\_\_\_\_ %, \_\_\_\_\_ DAYS: NET \_\_\_\_\_ DAYS.
- 18) BIDDER PHONE NO: \_\_\_\_\_
- 19) BIDDER FAX NO. \_\_\_\_\_
- 20) BIDDER E-MAIL ADDRESS \_\_\_\_\_
- 21) BIDDER FEDERAL ID NO. \_\_\_\_\_
- 22) YOUR BID REFERENCE NO. \_\_\_\_\_

SIGNATURE OF THE BIDDER ATTESTS THAT THE BIDDER HAS READ, UNDERSTANDS, AND AGREES TO ALL TERMS, CONDITIONS, AND SPECIFICATIONS SET FORTH IN THE REQUEST FOR PROPOSAL, INCLUDING ALL ADDENDA. FURTHERMORE, SIGNATURE BY THE BIDDER SIGNIFIES THAT THE REQUEST FOR PROPOSAL AND THE RESPONSIVE PROPOSAL CONSTITUTES A CONTRACT IMMEDIATELY UPON NOTICE OF ACCEPTANCE OF THE PROPOSAL BY THE STATE OF NEW JERSEY FOR ANY OR ALL OF THE ITEMS BID, AND FOR THE LENGTH OF TIME INDICATED IN THE REQUEST FOR PROPOSAL. FAILURE TO ACCEPT THE CONTRACT WITHIN THE TIME PERIOD INDICATED IN THE REQUEST FOR PROPOSAL, OR FAILURE TO HOLD PRICES OR TO MEET ANY OTHER TERMS AND CONDITIONS AS DEFINED IN EITHER THE REQUEST FOR PROPOSAL OR THE PROPOSAL DURING THE TERM OF THE CONTRACT, SHALL CONSTITUTE A BREACH AND MAY RESULT IN SUSPENSION OR DEBARMENT FROM FURTHER STATE BIDDING. A DEFAULTING CONTRACTOR MAY ALSO BE LIABLE, AT THE OPTION OF THE STATE, FOR THE DIFFERENCE BETWEEN THE CONTRACT PRICE AND THE PRICE BID BY AN ALTERNATE VENDOR OF THE GOODS OR SERVICES IN ADDITION TO OTHER REMEDIES AVAILABLE.

23) ORIGINAL SIGNATURE OF BIDDER	24) NAME OF FIRM
25) PRINT/TYPE NAME AND TITLE	26) DATE



**Bid Number: 06-X-37552**

**REQUEST FOR PROPOSAL FOR:**

**CLOTHING: UNIFORMS – DIVISION OF FIRE SAFETY (DCA)**

Date Issued: 5/6/05

Purchasing Agency

State of New Jersey  
Department of the Treasury  
Division of Purchase and Property  
Purchase Bureau, PO Box 230  
33 West State Street  
Trenton, New Jersey 08625-0230

Using Agency

State of New Jersey  
Division of Fire Safety (DCA)

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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. A COPY OF N.J.A.C. CHAPTER 13, GOODS AND SERVICES CONTRACTS FOR SMALL BUSINESSES IS ATTACHED HERETO.

AS YOU WILL SEE IN THE REGULATIONS ATTACHED; "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 Department of Community Affairs, Bureau of Fire Safety. The purpose of this RFP is to solicit bid proposals for **uniforms**.

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.

This RFP solicits bid proposals for apparel products. Executive Order #20, issued by Governor James E. McGreevey on June 11, 2002, states that the State has a compelling interest to ensure that apparel purchased by the State is produced in production facilities within the United States and that such production facilities meet certain minimum requirements. Accordingly, bid proposals providing for apparel production within the United States must meet the requirements of Executive Order #20 in order to be responsive and eligible for contract award. Such bid proposals will be given preference over bid proposals providing for apparel production outside the United States.

Accordingly, this RFP solicits pricing for the production of apparel both within the United States and outside the United States. A contract for the production of apparel outside of the United States will only be awarded if there is either no responsive bid proposal received for the production of apparel within the United States or if responsive bid proposals received for the production of apparel within the United States are deemed not to be in the best interests of the State. A decision to award a contract for the production of apparel outside the United States will be made in consultation with the Apparel Procurement Board.

The bidder must complete the attached Affidavit of Apparel Production in its entirety. Failure of a bidder to complete this Affidavit and include the completed Affidavit with the bid proposal may preclude a contract award being made to that bidder.

The Standard Terms & Conditions, [Appendix 1](#) of this RFP, 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.

### 1.2 BACKGROUND

This is a new contract and hence there is no information available on the State's website for this RFP.

### 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 vendors by e-mail. Written questions should be e-mailed to the Purchase Bureau to the attention of the assigned Purchase Bureau buyer at the following address:

E- Mail: [sharon.overton@treas.state.nj.us](mailto:sharon.overton@treas.state.nj.us)

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.

##### 1.3.1.1 QUESTION PROTOCOL

Questions should be e-mailed in writing to the attention of the assigned Purchase Bureau buyer. Questions should be directly tied to the RFP by the writer. 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.

#### 1.3.1.2 CUT-OFF DATE FOR QUESTIONS AND INQUIRIES

The cut-off date for questions and inquiries relating to this RFP is two (2) weeks prior to bid opening. 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 MANDATORY SITE VISIT

Not Applicable to this procurement.

#### 1.3.3 MANDATORY PRE-BID CONFERENCE

Not Applicable to this procurement.

#### 1.3.4 OPTIONAL PRE-BID CONFERENCE:

Not Applicable to this procurement.

#### 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. **ANY BID PROPOSAL NOT RECEIVED ON TIME AT THE RIGHT PLACE WILL BE REJECTED. THE DATE, TIME AND LOCATION ARE:**

<b>DATE:</b>	<b>June 1, 2005</b>
<b>TIME:</b>	<b>2:00 p.m.</b>
<b>LOCATION:</b>	<b>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</b>  <b>Directions to the Purchase Bureau can be found on the following website:</b> <a href="http://www.state.nj.us/treasury/purchase/directions.shtml">http://www.state.nj.us/treasury/purchase/directions.shtml</a>

#### 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. The buyer noted in Section 1.3.1 is the sole point of contact between the vendor and the State for purposes of this RFP.

#### **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**

The entire content of every bid proposal will be publicly opened and will become a matter of public record. This is the case notwithstanding any statement to the contrary made by a bidder in its bid proposal. All bid proposals, as public records, are available for public inspection. Interested parties can make an appointment to inspect bid proposals received in response to this RFP by contacting the Purchase Bureau buyer.

#### **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 must be supplied by each party to the joint venture.

#### **1.5 BIDDER'S SIGNATURE**

Not Applicable to this procurement.

## 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.

**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. Failure to meet a mandatory requirement will result in the rejection of a bid proposal, as materially non-responsive.

**Should** - Denotes that which is recommended, but not mandatory.

**State** - State of New Jersey

**Using Agency** - The entity for which the Division has issued this RFP.

### **3.0 COMMODITY DESCRIPTION/SCOPE OF WORK**

All garment details specifically described herein, tailoring, styling, materials, and components must match the standard reference sample. Samples may be subject to laboratory testing at the discretion of the contracting officer. Manufacturers are responsible for all testing costs of their sample garment. Garments will have a warranty to cover (at minimum) defects in materials and workmanship for one (1) year. Garments must be manufactured to ISO 9001 quality assurance standard. (AG1710)

#### **3.1 NEW JERSEY DIVISION OF FIRE SAFETY INSPECTOR GARRISON BELT**

##### **COMPANY**

The belt shall be manufactured by the Nord-Ray Company.

##### **STYLE**

1 <sup>3</sup>/<sub>4</sub>" leather cowhide with a detachable gold buckle.

#### **3.2 NEW JERSEY DIVISION OF FIRE SAFETY INSPECTOR JACKET**

##### **STYLE # HIDDEN AGENDA H300**

##### **COLOR**

Navy

##### **SHELL FABRIC**

2 PLY 100% taslan supplex nylon with a weight of 3 to 3.25 oz. per sq. yd., poplin weave. The fabric shall be finished with a fluorocarbon finish for stain and water repellency.

##### **LINING**

The lining fabric shall be 70-denier 1 ply nylon with a water repellent finish. There shall be wide front facings with an interlining for front stability.

##### **INSIDE POCKETS**

There shall be two specially designed inside holster/equipment pockets (left and right side) constructed of 200-denier heavy duty oxford nylon. The pockets shall be "holster" shaped, 11" deep, with a barrel extension caught in the bottom band and side seam of the lining to securely hold a weapon in place. The pocket opening shall be 7" wide and secured with 2 pieces of Velcro approximately 2" x ½" sewn at the corner of each side of the opening to allow easy access to weapons and equipment.

##### **INTERLINING**

The fronts, collars, and pocket facings shall be interfaced with a non-woven material.

##### **FRONT ZIPPER**

The front closure shall be #5 27.5 heavy duty 2 way Delrin separating zipper extending to the end of the collar. There shall be a 1.5" wide inside fly running from the end of the collar on the right side to ½" above the zipper pull.

##### **COLLAR**

The permanent collar shall be made of two plies of shell fabric plus an interlining. The interlining shall be star stitched to the undercollar. There shall be a stitched collar stand to help the collar fold at the proper location. The 3 3/4" wide collar shall be well shaped and symmetrical.

## **POCKETS FRONT**

There shall be two large 7" long handwarmer pockets with #5 delrin non-separating zipper closures matching the fleece lining. Each pocket shall be approximately 9.5" deep. Top pocketing shall be heavy-duty flannel or drill (3 yds. to the lb. or heavier).

## **BOTTOM BAND**

The bottom band shall be constructed of 2 plies of shell fabric finishing 2.5" wide. The bottom band facings shall be approximately 8.5" long and shall be sewn to the elasticized bottom band, which shall be constructed with heavy duty elastic inserted between the folded fabrics at the sides. The elastic shall be stretched and stitched with two threads.

## **SLEEVES**

The sleeves shall be one piece, and set into the armhold. Sleeve shall be finished with a ½ elastic cuff 2 1/4" wide with a Velcro tab closure 3" wide X 2" wide. The elastic portion of the cuff shall be sewn with 4 needles. Oversized 1" shoulder pads shall be provided to give the jacket a neat, well constructed appearance, and to help conceal and balance the weight of weapons, or equipment carried in the inside pockets.

## **BACK**

The back shall have a full rain shed yoke with a 2" turn up designed to conceal the hidden I.D. Flap system. The yoke shall be fully lined with nylon and there shall be an additional yoke facing of nylon. There shall be 3 Velcro sets on the yoke facing that match the location of corresponding sets on the shell; to securely close the rain shed yoke, when flaps shall be concealed. Matching sets of Velcro shall be provided on the underside of the I.D. flaps, which shall match corresponding Velcro sets on the yoke linings to hold the flaps in place when not in use. The back pull down flap shall measure approximately 16" long X 5" wide. The flap shall be attached to the jacket with a 16" #3 YKK interchangeable delrin zipper, so that it can be removed for cleaning.

## **FRONTS**

The fronts have full rain shed yokes with a 2" turn up designed to conceal the hidden I.D. flap system. Each yoke shall be fully lined with nylon and there shall be an additional yoke facing of nylon. There shall be 1 Velcro set on each yoke facing that match the location of corresponding set on the shell to securely close the rain shed yoke on each side when the I.D. flaps shall be concealed. Matching sets of Velcro shall be provided on the underside of each I.D. flaps which shall match corresponding Velcro sets on the yoke linings, to hold the flaps in place when not in place when not in use. The left pull down flap shall measure approximately 4" long X 6" wide and shall be designed to hold a cloth shield or emblem. The right pull down flap shall measure 7.5" wide X 4" long. The flap shall be attached to the jacket with a 7.5" #3 YKK interchangeable delrin zipper so that it can be removed for cleaning.

## **STITCHING & REINFORCEMENT**

The front zipper and all points of stress shall be bar tacked. Heavy duty spun polyester thread shall be used throughout the garment.

## **LENGTH & FIT**

The garment shall be 26" long and shall be tailored so that it can be worn over a sweater, liner or ballistic vest.

## **FLAPS**

Lime reflective pull downs with black lettering. Left chest flap to read: NJDFS, the right chest flap is blank and the lime back flap shall read: NEW JERSEY FIRE MARSHAL

## EMBLEMS

Division of Fire Safety Emblems must be provided by vendor to be sewn on left sleeve. Contractor to supply 1,000 emblems for use on uniforms. Contractor shall stock and reorder as necessary with DFS approval. (DFS will provide sample)

## CUSTOMIZATION

A silver or gold cloth breast badge tab shall be sewn on the left chest. A sample badge will be provided by DFS. Contractor to supply 500 (200 gold and 300 silver) cloth badges for use on the jackets. Contractor shall stock and reorder as necessary with DFS approval. (DFS will provide sample)

## SIZES

Stock sizes:  
Regular: S-4XL  
Long: M-4XL

### 3.3 NEW JERSEY DIVISION OF FIRE SAFETY INSPECTOR LONG SLEEVE SHIRT

STYLE # 8703-514

## COLOR

Police Navy Blue

## SHIRT MATERIAL

6.5 oz. per square yard 2 x 1 twill weave in a 65% polyester / 35% cotton fiber blend with 10-12% filling stretch that is pre-cured for wrinkle resistance and treated with a soil-release finish. Machine washable and dry cleanable cotton blend provides user comfort, uniform appearance, durability, and easy care. (Color: police navy blue.)

## INTERLINING

Small parts: 100% polyester. Front placket: 50% cotton

## HOOK & LOOP

Woven nylon base

## BUTTONS

Melamine, 20 ligne, matching shell fabric

## DESIGN & CONSTRUCTION

Long sleeve uniform shirt. 5 crease military style with permanent sewn in creases. Top fused convertible sport collar. Mitered, pleated pockets with scalloped flaps, pencil opening in left pocket, hook and loop closure. 2 button adjustable cuffs. Epaulements. Extra long shirt tails.

## SIZES

## **MEN'S REGULAR LENGTH**

Body length regular: sleeve length: short (31-32) sizes S-XL  
Body length regular: sleeve length: regular (32.5-33.5) sizes S-3XL  
Body length regular: sleeve length: regular (34-35) sizes M-3XL  
Body length tall: sleeve length Xlong (35.5-36.5) sizes L-3XL

## **WOMEN'S REGULAR LENGTH**

Sizes XS-2XL

## **MEASUREMENTS**

### **MEN'S: REGULAR LENGTH: L**

A. Neck:	17.25	(plus or minus .5 inches)
B. ½ chest:	25.25	(plus or minus .75 inches)
C. Back length:	32.5	(plus or minus .5 inches)

### **WOMEN'S: REGULAR LENGTH: M**

A. Neck	15.5	(plus or minus .5 inches)
B. ½ chest:	22	(plus or minus .75 inches)
C. Back length:	28.5	(plus or minus .5 inches)

## **EMBLEMS**

Division of Fire Safety Emblems must be provided by vendor to be sewn on left sleeve.

## **CUSTOMIZATION**

All shirts shall have a badge tab sewn on left chest. Silver or gold Lieutenant bars shall be directly embroidered on collar as requested by the Division of Fire Safety. Last name shall be directly embroidered on right chest in silver or gold thread.

Bidders to put upcharge on line item for embroidered collars, as not all shirts will need this customization. Embroidered names shall be included in the base price of the shirts as all will need this feature.

## **3.4 NEW JERSEY DIVISION OF FIRE SAFETY INSPECTOR SHORT SLEEVE SHIRT**

**STYLE # 8713-514**

### **COLOR**

Police Navy Blue

### **SHIRT MATERIAL**

6.5 oz. per square yard 2 x 1 twill weave in a 65% polyester / 35% cotton fiber blend with 10-12% filling stretch that is pre-cured for wrinkle resistance and treated with a soil-release finish. Machine washable and dry cleanable cotton blend provides user comfort, uniform appearance, durability, and easy care. (Color: Police Navy Blue)

### **TRIM**

Interlining: small parts: 100% polyester front placket: 50% polyester 50% cotton  
Hook and loop: woven nylon base  
Buttons: melamine, 20 ligne, matching shell fabric

## DESIGN AND CONSTRUCTION

Short sleeve uniform shirt. 5 crease military style sewn in creases. Top fused convertible sport collar. Mitered, pleated pockets with scalloped flaps, pencil opening in left pocket, hook and loop closure. Epaulets. Extra long shirt tails.

## SIZING

Men's:

Body length regular: sleeve length: short (31-32) sizes S-XL

Body length regular: sleeve length: regular (32.5-33.5) sizes S-3XL

Body length regular: sleeve length: regular (34-35) sizes M-3XL

Body length tall: sleeve length Xlong (35.5-36.5) sizes L-3XL

Men's: regular length: S-3XL

Women's: regular length: XS-2XL

## MEASUREMENTS

### MEN'S: REGULAR LENGTH: L

A. Neck:	17.25	(plus or minus .5 inches)
B. ½ chest:	25.25	(plus or minus .75 inches)
C. Back length:	32.5	(plus or minus .5 inches)

### WOMEN'S: REGULAR LENGTH: M

A. Neck	15.5	(plus or minus .5 inches)
B. ½ chest:	22	(plus or minus .75 inches)
C. Back length:	28.5	(plus or minus .5 inches)

## EMBLEMS

New Jersey Division of Fire Safety must be supplied by vendor and is to be sewn on the left sleeve.

## CUSTOMIZATION

All shirts shall have a badge tab sewn on left chest. Silver or gold Lieutenant bars shall be directly embroidered on collar as requested by Division of Fire Safety. Last name shall be directly embroidered on right chest in silver or gold thread.

## 3.5 NEW JERSEY DIVISION OF FIRE SAFETY INSPECTOR TIES

### MATERIAL

75% polyester, 25% wool, broom 455BOBH.

### STYLE

Clip and/or chokeproof 3" wide.

### COLOR

Navy

## 3.6 NEW JERSEY DIVISION OF FIRE SAFETY INSPECTOR TEAM WORK TURTLENECK

### BODY



Shall be 100% combed cotton Jersey shrinkage controlled long sleeve turtleneck.

## COLOR

Navy

## DESIGN

Shall be a Pullover type turtleneck with side seams, and long sleeves. The measurements of the finished garment shall conform to the following. All measurements will be taken without stretching the material.

## FINISHED MEASUREMENTS (IN INCHES)

	Small	Medium	Large	X-Large	2X-Large	3X-Large
Body length	27	28	29	30	31	31
Body diameter 1" under armhole	18 ½	20 ½	22 ½	24 ½	26 1/2	30
Sleeve length from center back including	33	34	35	36	37	38
Armhole diameter on curve	10	10 ½	11	11 ½	12	12
Neck rib collar height	5 1/4	5 1/4	5 1/4	5 1/4	5 1/4	5 1/4
Neck opening at outer edge of rib diameter 8	8	8	8	8	8	8
Rib Cuff height	3	3	3	3	3	3
Cuff opening at outer edge of rib diameter 3	3	3	3	3	3	3

## COLLARS

Turtleneck shall be manufactured with cotton/lycra so that it will retain its shape and will finish 5 1/4 inches in height unfolded.

## SLEEVES

To be made with cotton/lycra knit cuffs.

## SEAMS AND STITCHING

Ends of all stitching shall be backstitched or overstitched not less than ½ inch except where ends are turned under or caught in other seams or stitching. Thread tensions shall be maintained so that there will be no loose bobbin or top thread or excessively tight stitching resulting in puckering of the materials sewn.

## LABEL AND CARE INSTRUCTIONS

Each garment shall have a combination size, identification and instructions label conforming to all Federal Regulations.

## EMBROIDERY

The turtleneck shall have block letters approximately ½" in height and 7/16" in width. NJDFS embroidered on turtleneck collar in silver or gold letters as requested by Division of Fire Safety. The letters shall begin at the center of the neck and continue around on the left side for a total of approximately 1", the letters must be clear and legible.

## 3.7 NEW JERSEY DIVISION OF FIRE SAFETY INSPECTOR T-SHIRT

STYLE # 29M

NJDFS on Front Left Breast

"State"

"Fire Marshal" - on Back, Silk Screened in gold or silver, as requested by Division of Fire Safety

## COLOR

Navy

## MATERIAL

50% cotton/50% polyester 5.6 oz.

## CONSTRUCTION

Shoulder to shoulder tape, rib collar, and cover seamed front neck.

### 3.8 NEW JERSEY DIVISION OF FIRE SAFETY PRINCIPAL GARRISON BELT

## COMPANY

The belt shall be manufactured by the Nord-Ray Company.

## STYLE

1 <sup>3</sup>/<sub>4</sub>" leather cowhide with a detachable gold buckle.

### 3.9 NJ DIVISION OF FIRE SAFETY INSPECTOR TROUSERS

STYLE # 8821-514

## COLOR

Dark Navy

## SHELL FABRIC

6.5 oz. per square yard 2 X 1 twill weave in a 65% polyester / 35% cotton fiber blend with 10-12% filling stretch that is pre-cured for wrinkle resistance and treated with a soil-release finish. Machine washable and dry cleanable cotton blend provides user comfort, uniform appearance, durability, and easy care. (Color: see specified garment color)

## TRIM

Pocketing:	70/30 polyester cotton twill, not less than 3.0 oz. Sq. yd
Interlining:	Polyester non-woven.
Binding:	Polyester/cotton bias cut.
Waistband:	Polyester, spandex, nylon blend with double strip of silicone shirt grip stretch edge control.
Fly zipper:	nylon coil #5 with auto lock slider
Hook and eyes:	Nickel-plated.
Buttons:	Melamine, 22 ligne, matching shell fabric.

## DESIGN AND CONSTRUCTION

Front quarter pockets, inverted double cord hip pockets with button tabs. All pocket secured with bartacks. Stretch waistband with a fly tab and a double hook and eye closure. Interlined wide belt

loops inserted in bottom of waistband and tacked at top. Quarter linings in front quarters. Outlets in waistband (back) and thigh inseam with tandem needle seat seam. Seat, inseam, and out seams pressed open. 10-12 stitches per inch (all seams). Permanent silicone adhesive creases, front and back.

## STANDARD SIZE RANGE

Men's: Regular Length: even waist sizes 28 - 54; odd sizes 31 - 37

Women's: Regular Length: even dress sizes 6 – 24

## MEASUREMENT

<b>Men's:</b>	<b>Regular Length: Waist Size 36</b>	
1/2 Waist:	18	(plus 0.25 inch)
Seat:	24	(plus 0.25 inch)
1/2 Knee:	10.875	(plus 0.25 inch)
1/2 Bottom Leg:	8.75	(plus 0.25 inch)
Inseam:	37	(plus 0.50 inch)
Out seam:	46.25	(plus 0.50 inch)
Front Rise:	10.375	(plus 0.25 inch)
Back Rise:	16.875	(plus 0.25 inch)

<b>Women's:</b>	<b>Regular Length: Dress Size 12</b>	
1/2 Waist	15.25	(plus 0.25 inch)
Seat	22.625	(plus 0.25 inch)
1/2 Knee	10.125	(plus 0.25 inch)
1/2 Bottom	8.5	(plus 0.25 inch)
Inseam	35.875	(plus 0.50 inch)
Out seam	45.875	(plus 0.50 inch)
Front rise	11.625	(plus 0.25 inch)
Back rise	15.25	(plus 0.25 inch)

## 3.10 NEW JERSEY DIVISION OF FIRE SAFETY PRINCIPAL JACKET

### STYLE # HIDDEN AGENDA H300

NJDFS on Front Left Breast

"State"

"Fire Marshal" - on Back, Silk Screened in gold or silver, as requested by Division of Fire Safety

### COLOR

Navy

### SHELL FABRIC

2 PLY 100% taslan supplex nylon with a weight of 3 to 3.25 oz. per sq. yd., poplin weave. The fabric shall be finished with a fluorocarbon finish for stain and water repellency.

### LINING

The lining fabric shall be 70-denier 1 ply nylon with a water repellent finish. There shall be wide front facings with an interlining for front stability.

### INSIDE POCKETS

There shall be two specially designed inside holster/equipment pockets (left and right side) constructed of 200-denier heavy duty oxford nylon. The pockets shall be "holster" shaped, 11" deep, with a barrel extension caught in the bottom band and side seam of the lining to securely hold a weapon in place. The pocket opening shall be 7" wide and secured with 2 pieces of Velcro approximately 2" x ½" sewn at the corner of each side of the opening to allow easy access to weapons and equipment.

## **INTERLINING**

The fronts, collars, and pocket facings shall be interfaced with a non-woven material.

## **FRONT ZIPPER**

The front closure shall be #5 27.5 heavy duty 2 way Delrin separating zipper extending to the end of the collar. There shall be a 1.5" wide inside fly running from the end of the collar on the right side to ½" above the zipper pull.

## **COLLAR**

The permanent collar shall be made of two plies of shell fabric plus an interlining. The interlining shall be star stitched to the undercollar. There shall be a stitched collar stand to help the collar fold at the proper location. The 3 ¾" wide collar shall be well shaped and symmetrical.

## **POCKETS FRONT**

There shall be two large 7" long handwarmer pockets with #5 delrin non-separating zipper closures matching the fleece lining. Each pocket shall be approximately 9.5" deep. Top pocketing shall be heavy-duty flannel or drill (3 yds. to the lb. or heavier).

## **BOTTOM BAND**

The bottom band shall be constructed of 2 plies of shell fabric finishing 2.5" wide. The bottom band facings shall be approximately 8.5" long and shall be sewn to the elasticized bottom band, which shall be constructed with heavy duty elastic inserted between the folded fabrics at the sides. The elastic shall be stretched and stitched with two threads.

## **SLEEVES**

The sleeves shall be one piece, and set into the armhold. Sleeve shall be finished with a ½ elastic cuff 2 ¼" wide with a Velcro tab closure 3" wide X 2" wide. The elastic portion of the cuff shall be sewn with 4 needles. Oversized 1" shoulder pads shall be provided to give the jacket a neat, well constructed appearance, and to help conceal and balance the weight of weapons, or equipment carried in the inside pockets.

## **BACK**

The back shall have a full rain shed yoke with a 2" turn up designed to conceal the hidden I.D. flap system. The yoke shall be fully lined with nylon and there shall be an additional yoke facing of nylon. There shall be 3 Velcro sets on the yoke facing that match the location of corresponding sets on the shell; to securely close the rain shed yoke, when flaps shall be concealed. Matching sets of Velcro shall be provided on the underside of the I.D. flaps, which shall match corresponding Velcro sets on the yoke linings to hold the flaps in place when not in use. The back pull down flap shall measure approximately 16" long X 5" wide. The flap shall be attached to the jacket with a 16" #3 YKK interchangeable delrin zipper, so that it can be removed for cleaning.

## **FRONTS**

The fronts have full rain shed yokes with a 2" turn up designed to conceal the hidden I.D. flap system. Each yoke shall be fully lined with nylon and there shall be an additional yoke facing of nylon. There shall be 1 Velcro set on each yoke facing, that match the location of corresponding set on the shell to

securely close the rain shed yoke on each side when the I.D. flaps shall be concealed. Matching sets of Velcro shall be provided on the underside of each I.D. flaps which shall match corresponding Velcro sets on the yoke linings, to hold the flaps in place when not in place when not in use. The left pull down flap shall measure approximately 4" long X 6" wide and shall be designed to hold a cloth shield or emblem. The right pull down flap shall measure 7.5" wide X 4" long. The flap shall be attached to the jacket with a 7.5" #3 YKK interchangeable delrin zipper so that it can be removed for cleaning.

## **STITCHING & REINFORCEMENT**

The front zipper and all points of stress shall be bar tacked. Heavy duty spun polyester thread shall be used throughout the garment.

## **LENGTH & FIT**

The garment shall be 26" long and shall be tailored so that it can be worn over a sweater, liner or ballistic vest.

## **FLAPS**

Lime reflective pull downs with black lettering. Left chest flap to read: NJDFS, the right chest flap is blank and the lime back flap shall read: NEW JERSEY FIRE MARSHAL

## **EMBLEMS**

Division of Fire Safety Emblems must be provided by vendor to be sewn on left sleeve.

## **CUSTOMIZATION**

A badge tab shall be sewn on the left chest to accommodate a breast badge.

## **SIZES**

Stock sizes:  
Regular: S-4XL  
Long: M-4XL

## **3.11 NEW JERSEY DIVISION OF FIRE SAFETY PRINCIPAL LONG SLEEVE SHIRT**

**STYLE # ELBECO PARAGON PLUS P877**

## **COLOR**

White

## **STYLE**

Shirts will be cut on a form-fitting line, and the shape of the pockets and general style will conform to this sample.

Shirts to have permanent sewn-in military stitches.

## **TAILORING**

It is imperative that this garment be constructed according to the principles set forth in the specifications. All stitches must be of the proper tension and size so as to avoid puckering after the shirt has been laundered and to give best durable press performance.

The front and back of the shirt shall be cut perpendicular to the selvage so as to minimize puckering on military stitching.

All sewing shall be with dacron core thread to match shirt fabric.

The collar and cuffs are to be single stitched 1/4" from edge. The pockets and flaps shall be single stitched on the edge.

## FABRIC

Fabric to be #2174 Open Weave Poplin, 65% Dacron Polyester/35% Combed Cotton, finest vat dye. Fabric must be sanforized and mercerized with permanent press finish. Must be finished with *Teflon*<sup>®</sup> fabric protector for superior fabric appearance and durability. The fabric must meet or exceed the following characteristics:

Finished Count:		110x52
Finished Weight:		4 - 4.25 OZ./Sq.Yd.
Tensile Strength:	<i>Warp</i>	170 lbs.
	<i>Fill</i>	72 lbs.
Tear Strength:	<i>Warp</i>	3,450 grams
	<i>Fill</i>	1,900 grams

## CREASING

Pockets and pocket flaps to be die creased to give uniform shape and size.

## COLLAR

The shape and style of both leaf and stand shall conform to the TT89 Collar. The points, medium spread, are to be approximately 3" in length. The back of the stand is to measure 1-1/2".

The leaf shall be made of three pieces; two pieces of self cloth and one whole lining, which is to be fused to the top collar.

The collar stays shall be of good quality Stalar vinyl, 2-3/4" in length and 3/8" wide and be attached to the bottom collar. The stand shall fasten with one button. There shall be one horizontal buttonhole.

## SLEEVES

To be straight and whole. The cuffs are to be 2-5/8" in width and to fasten with two buttons. There is to be a single stitch 7/16" from top of cuff.

The sleeve opening shall measure 4-7/8" from top of cuff. The top facing for this opening is to be 1-1/4" wide and the bottom facing to finish about 1/2" wide. Button is to be placed on sleeve opening with corresponding buttonhole.

The sleeves must be secured to the body of the shirt by means of a merrow stitch with a safety stitch so as to properly strengthen the stitch. The same stitch must be used on the side closing seams as well.

## FRONT

The front shall have a center facing 1-1/2" wide extending from the collar stand to bottom of shirt and be made of the same material as shirt fabric with two rows of stitching 7/8" apart. The center front shall contain six (6) vertical buttonholes placed 3/4" from edge and 3-1/2" apart.

The button stand, 7/8" wide, shall be self-lined and placed on right side extending from collar stand to bottom of shirt. Buttons shall be securely attached to the button stand and shall correspond to the buttonholes on the center facing.

## BACK

To have double yoke of basic shirt material.

## POCKETS

To have two breast pockets with mitred corners to finish 5-5/8" wide and 6" long. The left breast pocket to have a pencil compartment about 1-1/4" wide. Both pockets to be pleated and to have 1-1/4" box stitching top and bottom to prevent spreading.

## FLAPS

To have two scalloped flaps to finish 5-3/4" in length, 2-3/4" in width at center, and 2-1/2" in width at sides. Flaps to be secured to front of shirt with two rows of stitching approximately 1/4" above top of pocket. The left flap to have a pencil opening about 1-1/2" in width. Flaps to be interlined. There will be a matching button and a buttonhole sewn on the flap.

## FLAP CLOSURE

The side points of the flaps are to be secured to the pockets by means of velcro fasteners sewn onto the flaps and pockets.

## BADGE TAB

To be reinforced on inside of the shirt by means of a strip of material 1-1/2" wide stitched and folded so that no raw edges show. The reinforcement strip is to extend from the flap setting stitch to the joining seam at the front of the yoke. To have two small (horizontal) buttonholes, 1-1/4" apart with the bottom buttonhole 1-1/2" above top of left flap.

## SHOULDER STRAPS

The shoulder straps shall be pointed at the end toward the neck of the shirt. The other end shall be sewn in sleeve head seam. The pointed ends shall be fastened with one matching button. The straps shall measure 2" at sleeve and taper to 1-3/8". Straps to be set about 1/2" from the collar. Shoulder straps shall be box stitched to shoulders with row of cross stitching 2" from sleeve head seam.

## PERMANENT CREASES

Shirt to have permanent military creases. Creases to be stitched in shirt only, not thru pockets and flaps. One crease in each front extending from hem to joining seam. Three (3) vertical creases in back; middle crease on center back line; side back creases spaced equally from center crease.

## BUTTONS

All buttons shall be made from melamine material for durability and must match fabric.

## INTERLINING

Flaps to be 6800 crease and tack. Top center to be lined with 504 Viltec. Bands and cuffs to be 37 Durapress.

## EMBLEMS

New Jersey Division of Fire Safety must be supplied by vendor and to be sewn on the left sleeve

Finished Dimensions

Size	14	14.5	15	15.5	16	16.5	17	17.58	18	18.5
Chest	40	42	44	46	48	50	52	54	56	58
Waist	36	38	40	42	44	46	48	50	53	55

Bk Length	322	32e	32	32f	33c	332	33f	35	35d	35f
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### 3.12 NEW JERSEY DIVISION OF FIRE SAFETY PRINCIPAL SHORT SLEEVE SHIRT

STYLE # ELBECO PARAGON PLUS P867

#### COLOR

White

#### STYLE

It is the intention of this department to secure a tailored shirt equal in quality of workmanship and style to the shirt now on display as a sample. Shirts to have permanent sewn-in military stitches.

#### TAILORING

It is imperative that this garment be constructed according to the principles set forth in the specifications. All stitches must be of the proper tension and size so as to avoid puckering after the shirt has been laundered and to give best durable press performance. The front and back of the shirt shall be cut perpendicular to the selvage so as to minimize puckering on military stitching. All sewing shall be with dacron core thread to match shirt fabric. The collar is to be single stitched 1/4" from edge. The pockets and flaps shall be single stitched on the edge.

#### FABRIC

Fabric to be #2174 Open Weave Poplin, 65% Dacron Polyester/35% Combed Cotton, finest vat dye. Fabric must be sanforized and mercerized with permanent press finish. Must be finished with *Teflon*® fabric protector for superior fabric appearance and durability. The fabric must meet or exceed the following characteristics:

Finished Count:		110x52
Finished Weight:		4 - 4.25 OZ./Sq.Yd.
Tensile Strength:	<i>Warp</i>	170 lbs.
	<i>Fill</i>	72 lbs.
Tear Strength:	<i>Warp</i>	3,450 grams
	<i>Fill</i>	1,900 grams

#### CREASING

Pockets and pocket flaps to be die creased to give uniform shape and size.

#### COLLAR

Convertible collar shall be one piece and to measure 3-1/4" long at points and 1-5/8" wide at back. The collar stays shall be of good quality Stalar vinyl, 2-1/2" in length and 3/8" wide and be attached to the bottom collar. There shall be one horizontal buttonhole.

#### SLEEVES

To be straight and whole with 1" hem and shall finish 9-1/2" in length. The sleeves must be secured to the body of the shirt by means of a merrow stitch with a safety stitch so as to properly strengthen the stitch. The same stitch must be used on the side closing seams as well.

#### FRONT



The front shall have a facing 3" in width extending from neckline to the bottom of shirt provided by a turnunder of material. The left front shall also have a lined box pleat 1-1/2" wide finished, running full length of the shirt and shall be topstitched 1/4" from both edges. The center front shall contain six (6) vertical buttonholes placed 3/4" from edge and 3-1/2" apart.

## **BACK**

To have double yoke of basic shirt material.

## **POCKETS**

To have two breast pockets with mitred corners to finish 5-5/8" wide and 6" long. The left breast pocket to have a pencil compartment about 1-1/4" wide. Both pockets to be pleated and to have 1-1/4" box stitching top and bottom to prevent spreading.

## **FLAPS**

To have two scalloped flaps to finish 5-3/4" in length, 2-3/4" in width at center, and 2-1/2" in width at sides. Flaps to be secured to front of shirt with two rows of stitching approximately 1/4" above top of pocket. The left flap to have a pencil opening about 1-1/2" in width. There will be a matching button and a buttonhole sewn on the flap.

## **FLAP CLOSURE**

The side points of the flaps are to be secured to the pockets by means of velcro fasteners sewn onto the flaps and pockets.

## **BADGE TAB**

To be reinforced on inside of the shirt by means of a strip of material 1-1/2" wide stitched and folded so that no raw edges show. The reinforcement strip is to extend from the flap setting stitch to the joining seam at the front of the yoke. To have two small (horizontal) buttonholes, 1-1/4" apart with the bottom buttonhole 1-1/2" above top of left flap.

## **SHOULDER STRAPS**

The shoulder straps shall be pointed at the end toward the neck of the shirt. The other end shall be sewn in sleeve head seam. The pointed ends shall be fastened with one matching button. The straps shall measure 2" at sleeve and taper to 1-3/8". Straps to be set about 1/2" from the collar. Shoulder straps shall be box stitched to shoulders with row of cross stitching 2" from sleeve head seam.

## **PERMANENT CREASES**

Shirt to have permanent military creases. Creases to be stitched in shirt only, not thru pockets and flaps. One crease in each front extending from hem to joining seam. Three (3) vertical creases in back; middle crease on center back line; side back creases spaced equally from center crease.

## **BUTTONS**

All buttons shall be made from melamine material for durability and must match fabric.

## **INTERLINING**

Flaps to be 6800 crease and tack. Top center to be lined with 505 Viltec. Bands to be 37 Durapress. Collar to be lined with 100% Dacron.

## **EMBLEMS**

New Jersey Division of Fire Safety must be supplied by vendor and is to be sewn on the left sleeve

## FINISHED DIMENSIONS

Size:		Small	Medium	Large	XLarge	2XLarge	
Chest:		42	46	50	54	58	
Waist:		38	42	46	50	55	
Bk Length:		32e	32f	33z	35	35f	

### 3.13 NEW JERSEY DIVISION OF FIRE SAFETY PRINCIPAL TIES

#### MATERIAL

75% polyester, 25% wool, broom 455BOBH.

#### STYLE

Clip and/or choke proof 3" wide.

#### COLOR

Navy

### 3.14 NEW JERSEY DIVISION OF FIRE SAFETY PRINCIPAL TURTLENECK

#### BODY

Shall be 100% combed cotton Jersey shrinkage controlled long sleeve turtleneck.

#### COLOR

Navy

#### DESIGN

Shall be a Pullover type turtleneck with side seams, and long sleeves. The measurements of the finished garment shall conform to the following. All measurements will be taken without stretching the material.

## FINISHED MEASUREMENTS (IN INCHES)

	Small	Medium	Large	X-Large	2X-Large	3X-Large
Body length	27	28	29	30	31	31
Body diameter 1" under armhole 18 ½	20 ½	22 ½	24 ½	26 1/2	30	
Sleeve length from center back including 33	34	35	36	37	38	
Armhole diameter on curve 10	10 ½	11	11 ½	12	12	
Neck rib collar height	5 1/4	5 1/4	5 1/4	5 1/4	5 1/4	5 1/4
Neck opening at outer edge of rib diameter 8		8	8	8	8	8
Rib Cuff height	3	3	3	3	3	
Cuff opening at outer edge of rib diameter	3	3	3	3	3	3

#### COLLARS

Turtleneck shall be manufactured with cotton/lycra so that it will retain its shape and will finish 5 1/4 inches in height unfolded.

## **SLEEVES**

To be made with cotton/lycra knit cuffs.

## **SEAMS AND STITCHING**

Ends of all stitching shall be backstitched or overstitched not less than 1/2 inch except where ends are turned under or caught in other seams or stitching. Thread tensions shall be maintained so that there will be no loose bobbin or top thread or excessively tight stitching resulting in puckering of the materials sewn.

## **LABEL AND CARE INSTRUCTIONS**

Each garment shall have a combination size, identification and instructions label conforming to all Federal Regulations.

## **EMBROIDERY**

The turtleneck shall have block letters approximately 1/2" in height and 7/16" in width. NJDFS embroidered on turtleneck collar in gold letters. The letters shall begin at the center of the neck and continue around on the left side for a total of approximately 1", the letters must be clear and legible.

### **3.15 NEW JERSEY DIVISION OF FIRE SAFETY PRINCIPAL T-SHIRT**

#### **STYLE # 29M**

NJDFS on Front Left Breast

"State"

"Fire Marshal" - on Back, Silk Screened in gold or silver, as requested by Division of Fire Safety

#### **COLOR**

Navy

#### **MATERIAL**

50% cotton/50% polyester 5.6 oz.

#### **CONSTRUCTION**

Shoulder to shoulder tape, rib collar, and cover seamed front neck.

### **3.16 NEW JERSEY DIVISION OF FIRE SAFETY RESPONSE TEAM DRESS BELT**

#### **COMPANY**

The belt shall be manufactured by Jay-Pee.

#### **STYLE**

1 3/4" leather cowhide with a detachable gold buckle.

### **3.17 NEW JERSEY DIVISION OF FIRE SAFETY RESPONSE TEAM DRESS UNIFORM HAT**

#### **STYLE & DESIGN**

Fireman bell top style made of three parts which are the tip, band & quarters.

The tip is cut on an oval pattern which shall measure approximately 9 ½" front to back & approximately 8 ¾" side to side depending on the cap size.

The band is cut on a pattern 2 ¼" wide with an average length of 28".

The quarters are four identical pieces sewn together & then sewn to the band on the bottom side & to the tip on the top side. Between the quarters & tip will be a piping made of the same material as the body of the cap which surrounds a sewn in wire made of #2 galvanized metal. The quarters are reinforced with a layer each of haircloth & pellon wadding.

#### **MATERIAL**

M.J. Cahn #1933-0376 100% all poly navy blue serge laminated to a black tricot backing. Material has a zepel/visa finish for water & stain resistency.

#### **INNER BAND**

2 ¼" wide black foamex plastic of .065 thickness.

#### **OUTER BAND**

Shall be a black velvet sewn down to cover the 2 ¼" wide inner band.

#### **VISOR**

Covered on the top side in black felt with no embroidery. To measure approximately 2 ⅛" from where the visor meets the cap out the farthest edge.

#### **STRAP**

To be a ½ wide shiney patent with pointed loops centered approximately 2 ½" from the ends.

#### **SWEATBANDS**

1 ¼" brown leather, perforated & reeded. A brown rayon cap bow is to be sewn to one of the ends of the sweatband in the back part of the cap.

#### **LINING**

To be good quality fast dyed black satin or taffeta. A 3 ¾" X 3 ¾" clear vinyl diamond of .008 thickness shall be sewn to the cap crown black lining.

#### **BUTTONS**

To be gold New Jersey state seal prong backed cap buttons.

#### **EYELETS**

Two black japanned brass eyelets on each side of the cap approximately 1" from the seam for ventilation. On the front of the cap there shall be one single eyelet ¾" up from the top of the band to accommodate a badge cap device.

## CUSTOMIZATION

The Director and Deputy Director's hat shall accommodate flames on the visor.

### 3.18 NEW JERSEY DIVISION OF FIRE SAFETY RESPONSE TEAM DRESS LONG SLEEVE SHIRT

STYLE # ELBECO PARAGON PLUS P877

#### COLOR

White

#### STYLE

It is the intention of this department to secure a tailored shirt equal in quality of workmanship and style to the shirt now on display as a sample. Shirts will be cut on a form-fitting line, and the shape of the pockets and general style will conform to this sample. Shirts to have permanent sewn-in military stitches.

#### TAILORING

It is imperative that this garment be constructed according to the principles set forth in the specifications. All stitches must be of the proper tension and size so as to avoid puckering after the shirt has been laundered and to give best durable press performance. The front and back of the shirt shall be cut perpendicular to the selvage so as to minimize puckering on military stitching. All sewing shall be with dacron core thread to match shirt fabric. The collar and cuffs are to be single stitched 1/4" from edge. The pockets and flaps shall be single stitched on the edge.

#### FABRIC

Fabric to be #2174 Open Weave Poplin, 65% Dacron Polyester/35% Combed Cotton, finest vat dye. Fabric must be sanforized and mercerized with permanent press finish. Must be finished with *Teflon*<sup>®</sup> fabric protector for superior fabric appearance and durability. The fabric must meet or exceed the following characteristics:

#### CREASING

Pockets and pocket flaps to be die creased to give uniform shape and size.

#### COLLAR

The shape and style of both leaf and stand shall conform to the TT89 Collar. The points, medium spread, are to be approximately 3" in length. The back of the stand is to measure 1-1/2". The leaf shall be made of three pieces; two pieces of self cloth and one whole lining, which is to be fused to the top collar. The collar stays shall be of good quality Stalar vinyl, 2-3/4" in length and 3/8" wide and be attached to the bottom collar. The stand shall fasten with one button. There shall be one horizontal buttonhole.

#### SLEEVE

To be straight and whole. The cuffs are to be 2-5/8" in width and to fasten with two buttons. There is to be a single stitch 7/16" from top of cuff. The sleeve opening shall measure 4-7/8" from top of cuff. The top facing for this opening is to be 1-1/4" wide and the bottom facing to finish about 1/2" wide. Button is to be placed on sleeve opening with corresponding buttonhole.

The sleeves must be secured to the body of the shirt by means of a merrow stitch with a safety stitch so as to properly strengthen the stitch. The same stitch must be used on the side closing seams as well.

#### FRONT

The front shall have a center facing 1-1/2" wide extending from the collar stand to bottom of shirt and be made of the same material as shirt fabric with two rows of stitching 7/8" apart. The center front shall contain six (6) vertical buttonholes placed 3/4" from edge and 3-1/2" apart. The button stand, 7/8" wide, shall be self-lined and placed on right side extending from collar stand to bottom of shirt. Buttons shall be securely attached to the button stand and shall correspond to the buttonholes on the center facing.

## BACK

To have double yoke of basic shirt material.

## POCKET

To have two breast pockets with mitred corners to finish 5-5/8" wide and 6" long. The left breast pocket to have a pencil compartment about 1-1/4" wide. Both pockets to be pleated and to have 1-1/4" box stitching top and bottom to prevent spreading.

## FLAPS

To have two scalloped flaps to finish 5-3/4" in length, 2-3/4" in width at center, and 2-1/2" in width at sides. Flaps to be secured to front of shirt with two rows of stitching approximately 1/4" above top of pocket. The left flap to have a pencil opening about 1-1/2" in width. Flaps to be interlined. There will be a matching button and a buttonhole sewn on the flap.

## FLAP CLOSURE

The side points of the flaps are to be secured to the pockets by means of velcro fasteners sewn onto the flaps and pockets.

## BADGE TAB

To be reinforced on inside of the shirt by means of a strip of material 1-1/2" wide stitched and folded so that no raw edges show. The reinforcement strip is to extend from the flap setting stitch to the joining seam at the front of the yoke. To have two small (horizontal) buttonholes, 1-1/4" apart with the bottom buttonhole 1-1/2" above top of left flap.

## SHOULDER STRAPS

The shoulder straps shall be pointed at the end toward the neck of the shirt. The other end shall be sewn in sleeve head seam. The pointed ends shall be fastened with one matching button. The straps shall measure 2" at sleeve and taper to 1-3/8". Straps to be set about 1/2" from the collar. Shoulder straps shall be box stitched to shoulders with row of cross stitching 2" from sleeve head seam.

## PERMANENT CREASES

Shirt to have permanent military creases. Creases to be stitched in shirt only, not thru pockets and flaps. One crease in each front extending from hem to joining seam. Three (3) vertical creases in back; middle crease on center back line; side back creases spaced equally from center crease.

## BUTTONS

All buttons shall be made from melamine material for durability and must match fabric.

## INTERLINING

Flaps to be 6800 crease and tack. Top center to be lined with 504 Viltec. Bands and cuffs to be 37 Durapress.

## EMBLEMS

New Jersey Division of Fire Safety must be supplied by vendor and is to be sewn on the left sleeve

### Finished Dimensions

Size	14	14.5	15	15.5	16	16.5	17	17.58	18	18.5
Chest	40	42	44	46	48	50	52	54	56	58
Waist	36	38	40	42	44	46	48	50	53	55
Bk Length	322	32e	32	32f	33c	332	33f	35	35d	35f

## 3.19 NEW JERSEY DIVISION OF FIRE SAFETY RESPONSE TEAM DRESS UNIFORM TIE

### MATERIAL

75% polyester, 25% wool, broom 455BOBH.

### STYLE

Four in hand

### COLOR

Navy

## 3.20 NEW JERSEY DIVISION OF FIRE SAFETY RESPONSE TEAM DRESS TROUSERS

### STYLE #

Custom to match dress blouse.

### COLOR

Navy

### FABRIC

13-13 ½ oz/linear yard (60" width) 55%DACRON/45% wool serge two ply warp and filling with a breaking strength of 120lbs in the warp and 100lbs in the filling.

### DESIGN

Trouser shall be manufactured from a man's uniform trouser pattern. the trouser styling shall incorporate a plain front and straight leg bottoms. The trouser will have two straight side pockets, two hip pockets, a dropped watch pocket and one club pocket. The front trouser crease shall be permanently sewn in.

### POCKETING

The pocketing shall be 70% Polyester/ 30% Cotton, 2.9 oz. Per square yard (60" width) with a minimum 78 X 64 count. Pocketing must have a durable press finish and the color of the pocketing must be black.

### POCKET DESIGN

The two side pockets will have a minimum opening of 6 ¼" and a minimum depth of 5 ¾" measured from the bottom of the pocket opening. Side pockets shall have firm straight bartacks at top and bottom of pocket openings (use of triangle bartacks will be cause for rejection). Pockets shall be constructed using the stitch, turn and topstitch method. Pocket facings shall be made of the basic fabric and measure a minimum of 1 ½" from the bottom of the pocket opening.

The two hip pockets shall have a minimum opening of 5 ½" and a minimum pocket depth of 5 ¾" measured from the bottom of the pocket opening. Hip pockets shall be constructed using the double welt method on a REECE PW machine and the welts shall be finished in such a manner that there is no topstitching (topstitched hip pocket welts shall be cause for rejection). The corners of the hip pockets shall have firm straight bartacks for reinforcing strength. Use of triangle bartacks will be cause for rejection. Both hip pockets shall have rounded pocket flaps (New Jersey style) with button/buttonhole closure. The watch pocket shall be located on the right front 1" inch below the waist band. This pocket shall have a minimum opening of ¾" depth 3 ¾". The front of the pocket shall be made of pocketing fabric and the back of the pocket shall be made of basic fabric and the two pieces securely stitched together. Each corner of the pocket opening shall have firm straight bartacks. There shall be a club pocket located 5 ¼" (plus or minus ¼") below right hip pocket. The club pocket shall be 1 ¼" (plus or minus ¼") from the side seam with a minimum opening of 3 ½" and a minimum depth of 8". Pocketing material to be same as side and hip pockets. Club pocket shall be constructed using the double welt method on a REECE PW machine and the welts shall be finished in such a manner that there is no topstitching (topstitched hip pocket welts shall be cause for rejection). The corners of the hip pockets shall have firm straight bartacks for reinforcing strength. Use of triangle bartacks will be cause for rejection.

## WAISTBAND

The waistband shall be constructed using the "closed method" and shall measure 2 ¼" wide when finished. The waistband curtain is to be made of the same fabric and color as the pocketing material and must be attached to the trouser with a zig-zag stitch. The waistband must contain BAN-ROL to prevent roll over and have three strand Snugtex to keep shirts tucked in. The waistband closure shall be accomplished with two sets of crushproof hooks and eyes. The hook and eye shall be reinforced with stays made of non-woven fabric that are anchored by the topstitching for the fly facing and curtain. This topstitching must be to the top of the waistband. The waistband shall be set on and closed using a lockstitch (use of chainstitch is unacceptable) to stitch in the band seam through the outer fabric and the waistband curtain. The waistband must be topstitched 1/16" below the waistband seam for added strength.

## FLY

Trouser shall have a metal memory lock zipper. There shall be a French Fly tab closure on the inside of the right fly. The tab shall be double ply made of the basic cloth (tabs made of pocketing material or a "grown on" French Fly will be cause for rejection). The right fly shall be lined with the same fabric as the waistband curtain and pocketing. The fly lining shall be sewn to the left fly below the zipper in a neat and durable manner. A button shall be located on the left fly corresponding with the French Fly tab to provide clean and comfortable closure. There shall be a firm straight bartack at bottom of fly going through the zipper tape.

## BELT LOOPS

There shall be a minimum of 7 interlined ¾" wide belt loops. All loops shall be tacked to the trouser ½" below the bottom of the waistband. The top of the belt loops (except for the center back loop) shall be caught in the waistband curtain seam with a Rocap machine. The top of the center back loop shall be tacked to the outside of the waistband.

## STITCHING, PRESSING, & FINISHING

Trouser must be stitched with matching thread and all stitching to show must be 10-11 stitches per inch. Trouser must be neatly pressed on Hothead Presses and properly shaped. Outseams and inseams must be pressed open. Trouser must be cleaned and finished to eliminate loose threads.



### **3.21 NEW JERSEY DIVISION OF FIRE SAFETY RESPONSE TEAM DRESS SHOES**

Style #:	Rocky #511 Leather Dress Shoes
Basic Design:	Men's black corrected grain leather oxford
Upper Material:	Black Corrected Grain Leather
Lining Material:	Grey pigskin quarter lining and white drill vamp lining
Foundation Insole:	Bontex 244 (2.5 mm)
Outsole:	Black blown rubber outsole with "raindrop" thread design
Shank:	Tempered Steel
Thread:	Black Nylon
Insulation:	N/A
Counter:	Formed composition
Boxtoe:	Formed composition
Lace:	Black Waxy cotton
Collar:	N/A
Tongue:	Black leather with grey pigskin lining
Eyelets/Hardware:	4 blind eyelets
Footbed:	"Comfort Perf" footbed system
Size range:	M: 7-12, 13 W: 7-12, 13 EW: 7-12, 13

### **3.22 NEW JERSEY DIVISION OF FIRE SAFETY RESPONSE TEAM DRESS UNIFORM GLOVES**

#### **COLOR**

White

#### **MATERIAL**

100% nylon

#### **CLOSURE**

Snap closure on wrists.

#### **SIZING**

One size fits all.

### 3.23 NEW JERSEY DIVISION OF FIRE SAFETY RESPONSE TEAM OPTIONAL WORK JACKET

STYLE # ID WEATHERTECH H1795

#### COLOR

Navy

#### GENERAL DESIGN

The parka shall be hip length with side vent zippers. There shall be a split front and back, a two-way zipper under a double fly front, permanent epaulets, and two-2 way expanded cargo pockets. The sleeves shall be 3 pieces to form a box armhole to allow maximum freedom of movement and shall have access zippers for emblem customization without penetrating the lining. The outer shall will be waterproof and breathable. The parka shall have ½" elastic adjustable snap cuffs. The parka shall have a tunneled draw cord. The draw cord should be placed approximately 20" from the top of the front zipper. The parka will feature a fully removable lining with a non pilling miro fleece body and nylon sleeves. The liner will be fully insulated with 100 gram Thinsulate. The liner shall attach with 2 front zippers and snaps at the neck and each cuff.

#### SHELL FABRIC

The shell shall be 160 denier Cordura nylon warp and fill, finished with a non-ravel coating. The shell shall be treated with Teflon rain and stain finish.

Weight:	4.1 oz. per square yard
Coating:	Non-ravel
Warp Yarn:	160-68SD
Filling Yarn:	160-68SD
Thread Count:	epi (W x F) 103 x 71
Tensil Strength	lb (MD/XD): 149/98
Grab strength	lb (MD/XD): 242/163 lbs.
Spray rating	90-100
Tongue Tear	lb (MD/MX) 6/9
Color fasteness and crocking	Good
Abrasion resistance	4lbs pressure/1 lb load: over 2000 cycles
Taber cyleces	126 cycles
Wyzenbeck:	303 cycles

#### PERMANENT BODY LINING

Cloth type 100% nylon taffeta, 70 denier wrap and fill, color black, coating WeatherTech waterproof/breathable.

Lining weight:	3.3 oz. Per square yard
Mullen Hydrostatic	Avg. 150 or better
Spray rating	100
MVT E grams/SQM/24 hours	523

All lining joining seams shall be safety stitched and then sealed with 1" heat sealed tape, to prevent leakage. The tape shall be applied by hot air method. The tape shall not be affected by weather, temperature or storage. All stitching through the lining shall be sealed with waterproof tape. The label carrier shall be sewn on a label carrier approximately 4" x 4" so as not to impede the performance of the lining. The label carrier shall be sewn at the neck and taped to prevent leakage at the neck area. There shall be a ligne 24 female snap on the label carrier to secure the removable liner. The lining shall extend through the top of the shell garment to form a waterproof barrier. There shall be 2 female snaps at the seam joining point and opposite, approximately 2 1/4" from the sleeve bottom, to attach to the removable liner. There shall be an inside storage pocket of shell material on the left side of the

lining measuring approximately 8 ½" deep by 7" wide. The pocket shall be taped at all points where the pockets shall be attached to prevent leakage.

## FACINGS

There shall be an inside facing of shell material with a non-woven interlining approximately 1 ¼" wide on each side. There shall be a #5 18" delrin over the top YKK zipper set between the facing and the lining to attach the removable liner. The facing shall be backed with lining material and the seams taped to prevent leakage.

## HIDDEN I.D. FLAPS

### FRONT

The front shall be 2 pieces joined double needle to allow for the box armhole construction. There shall be 2 front storm flaps over the front zipper to create a waterproof fly down the front of the jacket extending into the collar. The outside fly shall measure 32" long by 2 ½" wide. It shall be set double needle on the left side from undercollar to the jacket bottom. The storm flap shall be interlined. There shall be 7 hidden/24 brass oxidized female snaps evenly spaced to correspond with the 7/24 brass oxidized male snaps on the inner storm fly. The inner storm fly shall be interlined and set down the front double needle. The front zipper shall be a #5-2 way delrin zipper 27 ½" long. The flaps shall be constructed of a Reflexite GP430 high visibility lime green panel with customized lettering.

### BACK

The back has a full rain shed yoke with a turn up designed to conceal the Hidden I.D. Flap System. The yoke shall be fully lined with nylon and there shall be an additional yoke facing of nylon. There shall be 3 velcro sets on the yoke facing that match the location of corresponding sets on the shell, to securely close the rain shed yoke when flaps shall be concealed. Matching sets of velcro shall be provided on the underside of the I.D. Flaps which match corresponding velcro sets on the yoke linings to hold the flaps in place when not in use. The back pull down flap measures approximately 16" long x 5" wide. The flap shall be attached to the jacket with a 16" #YKK interchangeable delrin zipper, so that it can be removed for cleaning. The flap shall be constructed of a Reflexite GP430 high visibility lime green panel with customized lettering printed in reflective blue letters.

## COLLAR

The collar shall be made of 2 plies of the shell material with an interlining sewn to the undercollar for stability. The collar points shall be well shaped and symmetrical. The top collar shall be lined with a waterproof lining material and seam taped to prevent leakage where the collar shall be sewn to the neck line. Set into the hood will have a fully tunneled draw cord. The opening at the neck shall be closed with a nylon coil zipper measuring approximately 7 ½" long.

## SLEEVES

The sleeves shall be constructed of 3 pieces of shell material to form a unique box armhole for freedom of movement.

The top sleeves shall be joined at the neck seam and sewn double needle down the back and front of the sleeve to the cuff. The top sleeve shall graduate from a width of approximately 4" (size large) at the neck line to approximately 8" at the shoulder point to 5" at the cuff.

The front undersleeve shall be set double needle to the front at a point approximately 3 ½" (size large) from the side seam to the top sleeve at the shoulder point, to form a partial dolman sleeve.

The back sleeve shall be set to the bi-swing area approximately 3 ½" (large size) off the side seam to the shoulder point.

There shall be access zippers at the joining seams of the 2 undersleeves. The access zippers shall be approximately 10" (size large) from the underarm seam. The access zipper shall be #3 nylon coil zipper measuring 9", to allow access to sew on patches without infiltrating the waterproof liner.

On the back under sleeve there shall be an eyelet ½" from the cuff-joining sleeve to allow for water drainage.

## CUFFS

There shall be a cuff formed of 2 pieces of shell material approximately 1 5/8" wide at the bottom. Half of the cuff shall be heavy duty elastic stretched and sewn with 2 threads. There shall be a cuff tab adjustment approximately 1 1/4" wide tapering to approximately 3/4" wide by 3" long, with a female snap. The top half of the cuff shall be interlined and shall have 2 male snaps for cuff adjustment.

## EPAULETS

There shall be an epaulet centered on each shoulder starting approximately 1" from the neck line. Epaulets shall measure 7" long by 2" wide at the shoulder point graduating to 1 3/4" wide at the narrow end. The epaulet shall be set with a cross stitch 2" wide and will have a 24 ligne enameled snap closure at the point.

## POCKETS

There shall be 2 inverted pleat pockets, measuring approximately 7 ½" long by 7 ½" wide. The pocket shall be interlined with a non-woven material. The handwarmer pocket shall be lined with Micro Fleece for warmth and comfort. The pocket flaps shall be attached to the front joining seam and shall measure 2 3/4" by 8" wide and shall have mitered corners. There shall be 2 ligne 24 snap closures and the pocket shall be bar tacked at both sides and at the hand warmer opening. There shall be a pencil pocket slit cut into the left front pocket flap.

## BOTTOM BAND

The bottom band shall be constructed of 2 plies of shell material, finishing 2" wide. The back band shall be constructed with a heavy duty elastic inserted between the folded fabric at the sides. The elastic shall be stretched and stitched with 2 threads. A 4" by 1 3/8" tab of 2 polies of shell material with a ligne 24 female snap (enameled cap) shall be provided to close the zipper vent when worn open. A brass oxidized male snap shall be provided to fold the tab back when not in use.

The front band shall be lined with a non-woven interlining for stability and a clean appearance. There shall be 2 ligne 24 oxidized male snaps spaced approximately 11/2" apart to which the tab closure may be attached when the zipper vent shall be open.

## SIDE VENTS

There shall be 2 side vents with 9" nylon coil zippers to allow access to guns and equipment on either side with a snap/tab closure (see bottom band). There shall be 2 brass enameled eyelets located above the side vents on each side to allow for water drainage.

## BACK

The back shall be 2 pieces joined double needle to allow for the box armhole construction. There shall be a bi-swing back with heavy-duty 1 3/4" elastic for freedom of movement.

The back has a full rain shed yoke with a 2" turn up designed to conceal the hidden I.D. flap system. The yoke shall be fully lined with nylon and there shall be an additional yoke facing of nylon. There shall be 3 velcro sets on the yoke facing, that match the location of corresponding sets on the shell to securely close the rain shed yoke, when flaps shall be concealed. Matching sets of velcro shall be provided on the underside of the I.D. flaps which match corresponding velcro sets on the yoke linings to hold the flaps in place when not in use. The back pull down flap measures approximately 16" long x 5"

wide. The flap shall be attached to the jacket with a 16" #3 YKK interchangeable delrin zipper, so that it can be removed for cleaning. The flap shall be constructed of a Reflexite GR430 high visibility lime green panel with customized lettering.

## REMOVABLE LINER

The liner shall be a full body zip in/zip out liner. The lining color shall be black. The body shall be constructed of 100% nylon 70 denier (106 x 88) nylon quilted to 3M Thinsulate C100 in a 6" diamond pattern. The body shall be lined with a 280 gram Micro Fleece for maximum warmth and comfort. There shall be a collar of 100% 1 x 1 nylon stretch knit. There shall be a male brass oxidized snap centered at the neckline to attach the liner to the shell garment. There shall be 2#5 delrin over the top 18" zippers that corresponds to the facing zippers in the shell garment. The sleeves shall be constructed of 100% nylon 70 denier 106 x 88 quilted back to back in a 6" diamond pattern to 3M Thinsulate C100. There shall be a knit gusset located under each arm approximately 4" by 12" to allow for freedom of movement. There shall be 2 male oxidized snaps at each sleeve bottom to correspond with the female snaps of the shell garment. There shall be 2 vents approximately 5 3/4" long to accommodate the side vents of the shell garment. All seams shall be sewn with a 5 needle safety stitch. The bottom and cuffs be finished with 100% nylon binding.

In order to provide maximum warmth and comfort a 280 gram Micro Fleece must be used.

## DAYTIME/NIGHTTIME VISIBILITY FLAPS

Each panel shall be constructed or Reflexite GP430 (lime color) reflective garment tape. The tape shall be composed of cube corner (microprism) retro reflective elements integrally bonded to a flexible, smooth surfaced, tough and weather resistant US stabilized polymeric film. The prism surfaces shall be metalized to protect them from dirt and moisture and covered with heat activated adhesive for fusing.

## REFLECTIVITY

Reflexite GP430 lime reflective garment tape, complies with the minimum reflectivity requirements of EN471 separate performance class 2, table 5, when tested at 8=0 degrees in accordance with the procedures in EN471 section 7.3.

Typical coefficients of retro reflection for GP430 garment tape, when applied to fabric, shall be shown in the following Table.

## TYPICAL REFLECTIVITY

### ENTRANCE ANGLE

OBS ANGLE	5°	20°	30°	40°
0.2°	800	600	400	210
0.33°	380	370	290	170
1.0°	30	25	15	12
1.5°	11	10	8	7

Each panel has matching high visibility/reflective blue lettering.

## BADGE TAB/NAME PLATE

There shall be a badge tab constructed of shell material centered on the left breast sewn to the shell measuring approximately 2 3/4" long and 5/8" wide constructed of shell material. There shall be 2 enameled black eyelets spaced approximately 1" apart center to center. The badge tab should be bar tacked across the bottom folded and bar tacked at the top. There shall be a corresponding nameplate sewn to the shell on the right breast.

## BACK LENGTH

25 inches.

## FLAPS

Lime reflective pull downs with black lettering. Left chest flap to read: NJDFS, the right chest flap is blank and the lime back flap shall read: NEW JERSEY FIRE MARSHAL

## EMBLEMS

Division of Fire Safety Emblems to be provided by vendor to be sewn on left sleeve.

## SIZES

Regular: S-4XL  
Long: M-4XL  
Short: S-XL  
Women: S-XL

### 3.24 NEW JERSEY DIVISION OF FIRE SAFETY RESPONSE TEAM WORK 2 POCKET BDU LONG SLEEVE SHIRT

#### FABRIC

Navy Blue 100% Cotton Ripstop

#### POCKET DESIGN

Two (2) Bellows pockets with button closures. All pocket flaps contain fusible material

#### SLEEVE DESIGN

Double reinforced elbows. The sleeve cuff will be 2 ½ inches wide with three (3) buttons on the cuff of sleeve.

#### MISCELLANEOUS

Five (5) buttons front four (4) concealed. Double needle felled seams. Collar contains fusible material. All seams should be of 2 needle felled construction. Cloth badge tab on front left chest. No side adjustment tabs.

#### EMBLEMS

New Jersey Division of Fire Safety must be supplied by vendor and is to be sewn on the left sleeve.

#### CUSTOMIZATION

Navy name tape with #1137 gold or silver letters sewn on the left chest to read the customers last name only. Navy name tape with #1137 gold or silver letters sewn on the right chest to read NJDFS. The back shall read: **STATE FIRE** in 2 ½" #1137 gold or silver embroidered letters in custom smooth satin stitch to total 39, 537 stitches. **MARSHAL**. Rank insignia on collar in gold or silver.

### 3.25 NEW JERSEY DIVISION OF FIRE SAFETY RESPONSE TEAM WORK 4 POCKET BDU LONG SLEEVE SHIRT

#### FABRIC

Navy Blue 100% Cotton Ripstop

## POCKET DESIGN

Two (4) Bellows pockets with button closures. All pocket flaps contain fusible material

## SLEEVE DESIGN

Double reinforced elbows. The sleeve cuff will be 2 ½ inches wide with three (3) buttons on the cuff of sleeve.

## MISCELLANEOUS

Five (5) button front four (4) concealed. Double needle felled seams. Collar contains fusible material. All seams should be of 2 needle felled construction. Cloth badge tab on front left chest. No side adjustment tabs.

## EMBLEMS

New Jersey Division of Fire Safety must be supplied by vendor and is to be sewn on the left sleeve.

## CUSTOMIZATION

Navy name tape with #1137 gold or silver letters sewn on the left chest to read the customers last name only. Navy name tape with #1137 gold or silver letters sewn on the right chest to read NJDFS. The back shall read: **STATE FIRE** in 2 ½" #1137 gold or silver embroidered letters in custom smooth satin stitch to total 39, 537 stitches. **MARSHAL**. Rank insignia on collar in gold or silver.

## 3.26 NEW JERSEY DIVISION OF FIRE SAFETY RESPONSE TEAM WORK BDU TROUSERS

### COLOR

Navy Blue

### FABRIC

100% Navy Ripstop Cotton

### POCKET DESIGN

Total of Six (6) Pockets, two (2) Front Slash pockets, two (2) Rear inset pockets with covered button down flaps, and two (2) Large Three (3) pleat partial bellows cargo pockets with drain holes and button down flaps. All pocket flaps contain fusible material

### STITCHES PER INCH

All seams 10 to 12 SPI

### SIDE TABS

Two (2) side adjustment tabs of 100% cotton must have two (2) Bar Tack stitches at each end and black metal buckles

### FLY

Four (4) Button fly with matching buttons

### LONG HEM

Two (2) Nylon fused & knotted drawstring ends tacked in back to prevent pull through

## **BELT LOOPS**

Double thickness butted on reverse side and blind stitched, measuring a minimum of 7/16" wide by 2" long

## **SIZE LABELS**

Located in the waistband near center back, sewn under the waistband

## **CARE LABEL**

Located in the right rear pocket bag and includes all washing and drying instructions

## **INSEAM**

Two (2) needle felled construction

## **OUTSEAM**

Two (2) needle felled construction

## **MISCELLANEOUS**

Trouser to have Knee and Seat patch.

## **3.27 NEW JERSEY DIVISION OF FIRE SAFETY RESPONSE TEAM OPTIONAL WORK JACKET**

STYLE # SPIEWAK H3465

## **COLOR**

Navy

## **SHELL FABRIC**

The shell fabric shall be Tactel 100% 2-ply nylon with a water repellant finish.

## **LINING**

There is a free-hanging all-season WeatherTech lining featuring Sympatex waterproof, windproof, and breathable lining. All lining joining seams shall be safely stitched and then sealed with 1" heat sealed tape, to prevent leakage. The tape shall be applied by hot air method. The tape shall not be affected by weather, temperature, or storage. All stitching through the lining shall be sealed with waterproof tape. The label shall be sewn on a label carrier approximately 4" x 4" so as not to impede the performance of the lining. The label carrier shall be sewn at the neck and taped to prevent leakage at the neck area. There shall be a large 24 female snap on the label carrier to secure the removable liner. The lining shall extend through the top collar of the shell garment to form a waterproof barrier. There shall be 2 female snaps at the seam joining point and opposite, approximately 2 1/4" from the sleeve bottom, to attach to the removable liner. There shall be 2 inside zippered storage pockets one on each side measuring approximately 8 1/2" deep by 6 3/4" wide. The pockets will be made of shell material enclosed with a Vision zipper.

## **FACINGS**



There shall be an inside facing of shell material with a non-woven interlining approximately 1 1/4" wide on each side. There shall be a #5 18" Delrin over the top YKK zipper set between the facing and the lining to attach the removable liner. The facing shall be backed with lining material and the seams taped to prevent leakage.

## FRONT

There shall be 2 front seam storm flaps over the front zipper to create a waterproof fly down the front of the jacket extending into the collar. The outside fly shall measure 26" long by 2 1/2" wide. It shall be set double needle on the left side from the undercollar to the jacket bottom. The storm flap shall be interlined. There shall be 5 hidden 24 ligne brass oxidized female snaps evenly spaced to correspond with the 5/24 brass oxidized male snaps on the inner storm fly. The inner storm fly shall measure approximately 26" long by approximately 1 3/4" wide. The inner storm flap shall be interlined and set down the front double needle. The front zipper shall be a #5-2 way Delrin zipper 26" long. There shall be 2 rainshed yokes, one on each side of the zipper. The yokes shall measure from the neck seam, approximately 9 1/4" in length by 9 1/2" in width and are designed to conceal a mesh lining as well as on demand hidden agenda pull down flaps. The yokes shall overlap with 3 pieces of velcro sewn vertically. Each piece of velcro shall measure approximately 2" horizontally and 1/2" vertically. They shall be spaced evenly to allow the yoke a clean and neat appearance. The mesh shall extend the entire size of each yoke.

## COLLAR

The collar shall be made of 2 piles of the shell material with an interlining sewn to the undercollar for stability. The collar points shall be well shaped and symmetrical. The top collar shall be lined with a waterproof lining material and seam taped to prevent leakage where the collar is sewn to the neckline.

## SLEEVES

The sleeves are a two-piece, semi-modified dolman sleeve for complete freedom of movement. There is a black enameled eyelet located approximately 1/2" up from each cuff to allow for drainage. There shall be access zippers at the joining seams of the 2 undersleeves. The access zippers shall approximately 10" (size large) from the underarm. The access zipper shall be a #3 nylon coil zipper measuring 9" to allow access to sew on patches without infiltrating the waterproof liner.

## CUFFS

There shall be a cuff formed of 2 pieces of shell material approximately 1 5/8" wide at the bottom. Half of the cuff shall be heavy duty elastic stretched and sewn with 2 threads. There shall be a cuff tab adjustment approximately 1 1/4" wide tapering to approximately 3/4" wide by 3" long with a female snap. The top half to the cuff shall be interlined and shall have 3 male snaps for cuff adjustment.

## EPAULETS

There shall be an epaulet centered on each shoulder starting approximately 1" from the neckline. Epaulets shall measure 7" long by 2" wide at the shoulder point graduating to 3/4" wide at the narrow end. The epaulet shall be set with a cross-stitch 2" wide and will have a 24 ligne enameled snap closure at the point.

## POCKETS

There shall be 2 inverted pleat patch pockets, measuring approximately 7 1/4" long by 1/4" wide. The pocket shall be interlined with a non-woven material. The hand warmer pocket shall be lined with micro fleece for warmth and comfort. The pocket flaps shall be attached to the front joining seam and shall measure 2 3/4" long by 8" wide and shall have mitered corners. They shall be 2 ligne 24 snap closures and the pocket shall be bartacked at both sides and at the hand warmer opening. There shall also be 2 outside zippered security pockets with a Val cover. The Val cover shall measure approximately 8" long and 1" wide. The Vislon zipper shall measure approximately 7 1/2" long. The pocket shall be set in

behind the hand warmer pocket on each side and run approximately 8" in depth. The Val shall be placed approximately 3/4" from the top and approximately 1" from the hand warmer pocket.

## **BOTTOM BAND**

The bottom band shall be constructed of 2 plies of shell material, finishing 2" wide. The back band shall be constructed with heavy-duty elastic inserted between the folded fabric at the sides. The elastic shall be stretched and stitched with 2 threads. A 4" by 1 3/8" tab of 2 plies of shell material with a ligne 24 female snap (enameled cap) shall be provided to close the zipper vent when worn open. A brass oxidized male snap shall be provided to fold the tab back when not in use.

The front band shall be lined with a non-woven interlining for stability and a clean appearance. There shall be 2 ligne 24 oxidized male snaps spaced approximately 1 1/2" apart to which the tab closure may be attached when the zipper vent is open.

## **SIDE VENTS**

There shall be 2 side vents with 10" nylon coil zippers to allow access to guns and equipment on either side with a snap/tab closure (see bottom band). There shall be 2 brass enameled eyelets located above the side vents on each side to allow for water drainage.

## **BACK**

The back has a full rain shed yoke with a 2" turn up designed to conceal the hidden I.D. flap system. The yoke is fully lined with nylon and there is an additional yoke facing of mesh. There are 3 velcro sets on the yoke facing. Each velcro set measures approximately 2" horizontally and 1/2" vertically. The rain-shed yoke is designed to conceal a mesh facing as well as a Hidden Agenda ID panel. The yoke also conceals the zipper for the Hidden Agenda panel that measures approximately 16" long.

## **HOOD**

There shall be a 3 piece attached hood constructed of shell material and lined with a Weather Tech waterproof/breathable lining. The hood shall be a zip-in inverted hood.

## **REMOVABLE LINER**

The liner shall be a full body zip in/zip out liner. The lining color shall be black. The body shall be constructed of 100% nylon 70 denier (106 x 88) nylon quilted to 3M Thinsulate C100 in a 6" diamond pattern. The body shall be lined with a 100% micro fleece for maximum warmth and comfort. There shall be a collar of 100% 1 x 1 nylon stretch knit. There shall be a male brass oxidized snap centered at the neckline to attach the liner to the shell garment. There shall be 2 #5 Derlin over the top 18" zippers that correspond to the facing zippers in the shell garment. The sleeves shall be constructed of 100% nylon 70 denier 106 x 88 quilted back to back in a 6" diamond pattern to 3M Thinsulate C100. There shall be a knit gusset located under each arm approximately 4" by 12" to allow for freedom of movement. There shall be 2 male oxidized snaps at each sleeve bottom to correspond with the female snaps of the shell garment. The sleeves shall be shaped properly to fit the shell garment. There shall be 2 vents approximately 5 3/4" long to accommodate the side vents of the shell garment. All seams shall be sewn with a 5-needle safety stitch. The bottom and cuffs shall be finished with 100% nylon binding. There shall be 2 inside pockets, one on each side. The pockets shall measure approximately 7" deep and 6" wide.

## **FLAPS**

Lime reflective pull downs with black lettering. Left chest flap to read: NJDFS, the right chest flap is blank and the lime back flap shall read: NEW JERSEY FIRE MARSHAL

## **EMBLEMS**

Division of Fire Safety Emblems to be provided by vendor to be sewn on left sleeve.

## STOCK SIZES

S - 5XL Regs.  
M - 5XL Longs  
S - XL Shorts

### 3.28 NEW JERSEY DIVISION OF FIRE SAFETY RESPONSE TEAM WORK BELT

The Blackhawk CQB/Rescue Belt can be worn on your pants as a standard belt or on our tactical vest as an assault belt. It can be made with MIL-SPEC buckles and Type 13 Parachute Webbing and Type 12 Webbing to act as a friction buffer between the buckles and support webbing (see Figure D below). This belt has Velcro for permanent bitter end security and is offered in two sizes to meet each individual's personal needs.

41CQ01	Regular	Up to 41"
41CQ02	Large	41"-51"

## FITTING INSTRUCTIONS

Place CQB/Rescue Belt through belt loops then thread bitter end into buckle and then around the friction bar (see Figure D below).

Secure bitter end in place with Velcro

V-ring is secured in place with the Velcro tab when not in use.

### 3.29 NEW JERSEY DIVISION OF FIRE SAFETY RESPONSE TEAM WORK BOOT OPTIONAL

Style:	Rocky AlphaForce Side Zipper 2064
Basic Design:	Men's 8" Leather Zipper Boot (AlphaForce Series)
Upper Material:	Black full grain leather
Lining Material:	Black Nylex lining
Foundation Insole:	Bontex 47 (1.75 mm)
Outsole:	Oil and slip resistant rubber all purpose outsole w/ black phylon midsole
Shank:	Plastic
Thread:	Black nylon
Insulation:	N/A
Counter:	Formed composition
Boxtoe:	Formed composition
Lace:	Black nylon
Collar:	Black leather and padded foam with black nylex lining
Tongue:	Black nylon and padded foam with black nylex lining
Eyelets/Hardware:	4 round eyelets, 1 double-rivet D-ring, 3 round eyelets (Black) (medial zipper closure with snapping flap-black)

Footbed:	Unique 4-part cushioned footbed system
Size Range:	M: 7-12, 13 W: 7-12, 13

### **3.30 NEW JERSEY DIVISION OF FIRE SAFETY RESPONSE TEAM WORK BOOT OPTIONAL**

Style:	Rocky 10" Paratrooper with Side Zipper
Upper Material:	Black Full Grain Leather
Lining Material:	Black Mesh
Foundation Insole:	Texon Board
Outsole:	Black Rubber Lug Outsole
Shank:	Steel
Thread:	Black Thread
Insulation:	N/A
Counter:	Chemical Sheet
Boxtoe:	Chemical Sheet
Lace:	Black Round Taslin
Collar:	Black Full Grain Leather w/Padded Foam
Tongue:	Black Full Grain Leather w/ Black Leather Zipper
Eyelets/Hardware:	10 Round Eyelets and 1 Zipper Black
Footbed:	EVA Footbed
Size Range:	M: 8-12, 13, 14, 15 W: 8-12, 13, 14, 15

### **3.31 NEW JERSEY DIVISION OF FIRE SAFETY RESPONSE TEAM WORK BOOT OPTIONAL**

Style:	8" Gore-Tex Lug Sole Eliminator 8032-1
Upper Material:	Black Full Grain Leather and Black 1200 Denier Nylon
Lining Material:	Gore-Tex Black Axiom and Black Cambrelle
Foundation Insole:	4.5 x Natural Board
Outsole:	Direct Injected Dual Density P.U. (Stalker)
Shank:	Fiberglass
Thread:	Black Nylon

Insulation:	400 gram Thinsulate
Counter:	Chemical Sheet
Boxtoe:	Chemical Sheet
Lace:	57" Black Round (Anti-Wicking)
Collar:	Black Full Grain Leather with 3/8" Cushion Foam
Tongue:	Black 1200 Denier Nylon
Eyelets/Hardware:	2 eyelets (Dark Oxide), 5 D-rings (Gunmetal)
Footbed:	Suspension Matrix
Size Range:	M: 7-12, 13, 14 W: 7-12, 13, 14 EW: 8-12

### 3.32 NEW JERSEY DIVISION OF FIRE SAFETY RESPONSE TEAM T-SHIRT

STYLE # 29M

COLOR

Navy

MATERIAL

50% cotton/50% polyester 5.6 oz.

CONSTRUCTION

Shoulder to shoulder tape, rib collar, and cover seamed front neck.

CUSTOMIZATION

The front left chest shall read: **NJDFS** in gold 1" silk screened letters. The back shall read: **STATE FIRE** in gold silk screened letters. The image shall measure 12" left to right by 8" top to bottom. **MARSHAL**

### 3.33 NEW JERSEY DIVISION OF FIRE SAFETY RESPONSE TEAM WORK NYLON VELCRO BELT

DESIGN

Designed and constructed of a double layer of tough 2" nylon web with a polymer stiffer for support.

Rigid enough to support a full compliment of gear, yet flexible enough to conform to your body contours. A significant improvement over heavy, sharp-edged leather and polymer designs.

Edges of nylon web belts are bound with smooth nylon and considerably lighter than leather

The web belts are extremely durable, impervious to moisture and chemicals and will look like new.

BUCKLE

Triple retention buckle-all ultra and deluxe duty belts utilize a patented PRO-3 Triple Retention Buckle. The top, bottom, and center releases must be used together to open the buckle. Easily done with one hand, this reduces the possibility of accidental opening or opening under attack. The buckle is contoured to fit closely and comfortably against your body.

## SIZES

XS	S	M	L	XL	XXL
20-24	26-30	32-36	38-42	44-48	50-54

## 3.34 NEW JERSEY DIVISION OF FIRE SAFETY RESPONSE TEAM DRESS BLOUSE

### MATERIAL

Raeford Mills 14-14 1/2 oz. serge, 55% polyester 45% wool, #8330/8107 must be kaumographed.

### STYLE

Four button single-breasted peak lapel, straight front. Form fitting for Sam Browne Belt, Bi-Swing back. Length to cover seat, one-inch button stand, with belt loops same cloth as blouse. Marine Corp belt with gold buckle.

### COLLAR

To have under collar faced with all wool blue under collar cloth, and to be closely padded by blind stitch machine and reinforced with linette. Under collar to be felled by hand at bottom. Gorge is to be sewn by machine and then basted and felled by hand.

### POCKETS

Two outside breast pockets with 1 1/2" box pleat with three pointed flaps to button. Flaps lined with rayon. The button to be directly in line with the top button of coat. Two lower pockets to be imitation with straight flaps 2 1/4" wide to button. Two inside breast pockets.

### BACK

Made with center seam. Center vent approximately 10 1/2" long.

### EDGES

Double stitches 3/8".

### SHOULDER STRAPS

Shall be set in, cross-stitched, to button near edge of collar.

### BADGE TABS

Shall be cloth - and placed above and in the center of left breast pocket. Bottom of badge tab is to be 3/4" above top of left breast pocket.

### ARMSHIELDS

Of the same material as coat, piped bound and stitched to the body of coat.

### SLEEVE CUFFS

Plain, no button, with one row of 1/2" black mohair braid 3" from bottom edge (Only when ordered).

## SEAMS

Inside and center seams to be piped.

## LINING

Half-line black rayon 120 counts. Armholes, shoulders and cuffs to be felled by hand.

## SLEEVE LINING

Same as body lining.

## OUTLETS

3/4" wide on each side of back center seam. 1 1/4" on each side seam of forepart. 2" turn-up at bottom of sleeve cuffs. 1" outlet in sleeve under seam.

## BUTTONS

Four gold metal N.J. State Seal, round button, with bone backing button. One on each pocket, flap and shoulder strap.

## BUTTONHOLES

Machine-made, using #10 standard pure dye machine silk and #5 gimp to be 1/2" from edge of coat and finished with separate bar tacks. Hymo canvas 50 pick with white felt over breast and shoulder.

## SEWINGS

Entire garment to be sewed throughout with the best grade of pure- dye silk.

## SLEEVE EMBLEM

Shall be sewn on left sleeve at shoulder, approximately 1/2" below shoulder line.

## RANK BARS

Gold on navy Maltese crosses on left sleeve only when ordered.

## **3.35 NEW JERSEY DIVISION OF FIRE SAFETY RESPONSE TEAM WORK 2 POCKET BDU LONG SLEEVE SHIRT**

### FABRIC

Navy Blue 60% Cotton; 40% polyester - non-ripstop.

### POCKET DESIGN

Two (2) Bellows pockets with button closures. All pocket flaps contain fusible material

### SLEEVE DESIGN

Double reinforced elbows. The sleeve cuff will be 2 1/2 inches wide with three (3) buttons on the cuff of sleeve.

### MISCELLANEOUS

Five (5) button front four (4) concealed. Double needle felled seams. Collar contains fusible material. All seams should be of 2 needle felled construction. Cloth badge tab on front left chest. No side adjustment tabs.

## EMBLEMS

New Jersey Division of Fire Safety must be supplied by vendor and is to be sewn on the left sleeve; rank on collar.

## CUSTOMIZATION

Navy name tape with #1137 gold or silver letters sewn on the left chest to read the customers last name only. Navy name tape with #1137 gold or silver letters sewn on the right chest to read NJDFS. The back shall read:

**STATE FIRE** in 2 ½" #1137 gold embroidered letters in custom smooth satin stitch to total 39, 537 stitches. **MARSHAL**

## 3.36 NEW JERSEY DIVISION OF FIRE SAFETY RESPONSE TEAM WORK BDU TROUSERS

### COLOR

Navy Blue

### FABRIC

60% Cotton; 40% Polyester – Non-Ripstop

### POCKET DESIGN

Total of Six (6) Pockets, two (2) Front Slash pockets, two (2) Rear inset pockets with covered button down flaps, and two (2) Large Three (3) pleat partial bellows cargo pockets with drain holes and button down flaps. All pocket flaps contain fusible material

### STITCHES PER INCH

All seams 10 to 12 SPI

### SIDE TABS

Two (2) side adjustment tabs of 100% cotton must have two (2) Bar Tack stitches at each end and black metal buckles

### FLY

Four (4) Button fly with matching buttons

### LONG HEM

Two (2) Nylon fused & knotted drawstring ends tacked in back to prevent pull through

### BELT LOOPS

Double thickness butted on reverse side and blind stitched, measuring a minimum of 7/16" wide by 2" long

### SIZE LABELS

Located in the waistband near center back, sewn under the waistband



## CARE LABEL

Located in the right rear pocket bag and includes all washing and drying instructions

## INSEAM

Two (2) needle felled construction

## OUTSEAM

Two (2) needle felled construction

## MISCELLANEOUS

Trouser to have Knee and Seat patch.

## **3.37 NEW JERSEY DIVISION OF FIRE SAFETY SENIOR INSPECTOR GARRISON BELT COMPANY**

The belt shall be manufactured by the Nord-Ray Company.

## STYLE

1  $\frac{3}{4}$ " leather cowhide with a detachable gold buckle.

## **3.38 NEW JERSEY DIVISION OF FIRE SAFETY SENIOR INSPECTOR JACKET STYLE # HIDDEN AGENDA H300**

## COLOR

Navy

## SHELL FABRIC

2 PLY 100% taslan supplex nylon with a weight of 3 to 3.25 oz. per sq. yd., poplin weave. The fabric shall be finished with a fluorocarbon finish for stain and water repellency.

## LINING

The lining fabric shall be 70-denier 1 ply nylon with a water repellent finish. There shall be wide front facings with an interlining for front stability.

## INSIDE POCKETS

There shall be two specially designed inside holster/equipment pockets (left and right side) constructed of 200-denier heavy duty oxford nylon. The pockets shall be "holster" shaped, 11" deep, with a barrel extension caught in the bottom band and side seam of the lining to securely hold a weapon in place. The pocket opening shall be 7" wide and secured with 2 pieces of Velcro approximately 2" x  $\frac{1}{2}$ " sewn at the corner of each side of the opening to allow easy access to weapons and equipment.

## INTERLINING

The fronts, collars, and pocket facings shall be interfaced with a non-woven material.

## FRONT

The front closure shall be #5 27.5 heavy duty 2 way Delrin separating zipper extending to the end of the collar. There shall be a 1.5" wide inside fly running from the end of the collar on the right side to ½" above the zipper pull.

## COLLAR

The permanent collar shall be made of two plies of shell fabric plus an interlining. The interlining shall be star stitched to the undercollar. There shall be a stitched collar stand to help the collar fold at the proper location. The 3 3/4" wide collar shall be well shaped and symmetrical.

## POCKETS FRONT

There shall be two large 7" long handwarmer pockets with #5 delrin non-separating zipper closures matching the fleece lining. Each pocket shall be approximately 9.5" deep. Top pocketing shall be heavy-duty flannel or drill (3 yds. to the lb. or heavier).

## BOTTOM BAND

The bottom band shall be constructed of 2 plies of shell fabric finishing 2.5" wide. The bottom band facings shall be approximately 8.5" long and shall be sewn to the elasticized bottom band, which shall be constructed with heavy duty elastic inserted between the folded fabrics at the sides. The elastic shall be stretched and stitched with two threads.

## SLEEVES

The sleeves shall be one piece, and set into the armhold. Sleeve shall be finished with a ½ elastic cuff 2 1/4" wide with a Velcro tab closure 3" wide X 2" wide. The elastic portion of the cuff shall be sewn with 4 needles. Oversized 1" shoulder pads shall be provided to give the jacket a neat, well constructed appearance, and to help conceal and balance the weight of weapons, or equipment carried in the inside pockets.

## BACK

The back shall have a full rain shed yoke with a 2" turn up designed to conceal the hidden I.D. flap system. The yoke shall be fully lined with nylon and there shall be an additional yoke facing of nylon. There shall be 3 Velcro sets on the yoke facing that match the location of corresponding sets on the shell; to securely close the rain shed yoke, when flaps shall be concealed. Matching sets of Velcro shall be provided on the underside of the I.D. flaps, which shall match corresponding Velcro sets on the yoke linings to hold the flaps in place when not in use. The back pull down flap shall measure approximately 16" long X 5" wide. The flap shall be attached to the jacket with a 16" #3 YKK interchangeable delrin zipper, so that it can be removed for cleaning.

## FRONTS

The fronts have full rain shed yokes with a 2" turn up designed to conceal the hidden I.D. flap system. Each yoke shall be fully lined with nylon and there shall be an additional yoke facing of nylon. There shall be 1 Velcro set on each yoke facing, that match the location of corresponding set on the shell to securely close the rain shed yoke on each side when the I.D. flaps shall be concealed. Matching sets of Velcro shall be provided on the underside of each I.D. flaps which shall match corresponding Velcro sets on the yoke linings, to hold the flaps in place when not in place when not in use. The left pull down flap shall measure approximately 4" long X 6" wide and shall be designed to hold a cloth shield or emblem. The right pull down flap shall measure 7.5" wide X 4" long. The flap shall be attached to the jacket with a 7.5" #3 YKK interchangeable delrin zipper so that it can be removed for cleaning.

## STITCHING & REINFORCEMENT

The front zipper and all points of stress shall be bar tacked. Heavy duty spun polyester thread shall be used throughout the garment.

## LENGTH & FIT

The garment shall be 26" long and shall be tailored so that it can be worn over a sweater, liner or ballistic vest.

## FLAPS

Lime reflective pull downs with black lettering. Left chest flap to read: NJDFS, the right chest flap is blank and the lime back flap shall read: NEW JERSEY FIRE MARSHAL

## EMBLEMS

Division of Fire Safety Emblems must be provided by vendor to be sewn on left sleeve.

## CUSTOMIZATION

A silver or gold cloth breast badge tab shall be sewn on the left chest. A sample badge will be provided by DFS.

## SIZES

Stock sizes:	
Regular:	S-4XL
Long	M-4XL

## **3.39 NEW JERSEY DIVISION OF FIRE SAFETY SENIOR INSPECTOR LONG SLEEVE SHIRT**

STYLE # 8703-514

## COLOR

Police Navy Blue

## SHIRT MATERIAL

6.5 oz. per square yard 2 x 1 twill weave in a 65% polyester / 35% cotton fiber blend with 10-12% filling stretch that is pre-cured for wrinkle resistance and treated with a soil-release finish. Machine washable and dry cleanable cotton blend provides user comfort, uniform appearance, durability, and easy care. (Color: police navy blue.)

## INTERLINING

Small parts: 100% polyester. Front placket: 50% cotton

## HOOK & LOOP

Woven nylon base

## BUTTONS

Melamine, 20 ligne, matching shell fabric

## DESIGN & CONSTRUCTION

Long sleeve uniform shirt. 5 crease military style with permanent sewn in creases. Top fused convertible sport collar. Mitered, pleated pockets with scalloped flaps, pencil opening in left pocket, hook and loop closure. 2 button adjustable cuffs. Epaulets. Extra long shirt tails.

## SIZES

Men's:

Body length regular: sleeve length: short (31-32) sizes S-XL

Body length regular: sleeve length: regular (32.5-33.5) sizes S-3XL

Body length regular: sleeve length: regular (34-35) sizes M-3XL

Body length tall: sleeve length Xlong (35.5-36.5) sizes L-3XL

Women's regular length: Sizes XS-2XL

## MEASUREMENTS

### MEN'S: REGULAR LENGTH: L

A. Neck:	17.25	(plus or minus .5 inches)
B. ½ chest:	25.25	(plus or minus .75 inches)
C. Back length:	32.5	(plus or minus .5 inches)

### WOMEN'S: REGULAR LENGTH: M

A. Neck	15.5	(plus or minus .5 inches)
B. ½ chest:	22	(plus or minus .75 inches)
C. Back length:	28.5	(plus or minus .5 inches)

## EMBLEMS

The New Jersey Division of Fire Safety Emblems must be provided by vendor to be sewn on left sleeve.

## CUSTOMIZATION

All shirts shall have a badge tab sewn on left chest. Gold or silver Lieutenant bars shall be directly embroidered on collar. Last name shall be directly embroidered on right chest in gold or silver thread.

## 3.40 NEW JERSEY DIVISION OF FIRE SAFETY SENIOR INSPECTOR BOOT

Style:	Rocky Alpha with Side Zipper #2064
Basic Design:	Men's 8" Leather Zipper Boot (AlphaForce Series)
Upper Material:	Black full grain leather
Lining Material:	Black Nylex lining
Foundation Insole:	Bontex 47 (1.75 mm)
Outsole:	Oil and slip resistant rubber all purpose outsole w/ black phylon midsole
Shank:	Plastic
Thread:	Black nylon
Insulation:	N/A
Counter:	Formed composition

Boxtoe:	Formed composition
Lace:	Black nylon
Collar:	Black leather and padded foam with black nyllex lining
Tongue:	Black nylon and padded foam with black nyllex lining
Eyelets/Hardware:	4 round eyelets, 1 double-rivet D-ring, 3 round eyelets (Black) (medial zipper closure with snapping flap-black)
Footbed:	Unique 4-part cushioned footbed system
Size Range:	M: 7-12, 13 W: 7-12, 13

### **3.41 NEW JERSEY DIVISION OF FIRE SAFETY SENIOR INSPECTOR SHORT SLEEVE SHIRT**

STYLE # 8713-514

#### **COLOR**

Police Navy Blue

#### **SHIRT MATERIAL**

6.5 oz. per square yard 2 x 1 twill weave in a 65% polyester / 35% cotton fiber blend with 10-12% filling stretch that is pre-cured for wrinkle resistance and treated with a soil-release finish. Machine washable and dry cleanable cotton blend provides user comfort, uniform appearance, durability, and easy care. (Color: Police Navy Blue)

#### **TRIM**

Interlining: small parts: 100% polyester front placket: 50% polyester 50% cotton  
Hook and loop: woven nylon base  
Buttons: melamine, 20 ligne, matching shell fabric

#### **DESIGN AND CONSTRUCTION**

Short sleeve uniform shirt. 5 crease military style sewn in creases. Top fused convertible sport collar. Mitered, pleated pockets with scalloped flaps, pencil opening in left pocket, hook and loop closure. Epaulets. Extra long shirt tails.

#### **SIZING**

Men's: regular length: S-3XL  
Women's: regular length: XS-2XL

#### **MEASUREMENTS**

##### **MEN'S: REGULAR LENGTH: L**

A. Neck:	17.25	(plus or minus .5 inches)
B. ½ chest:	25.25	(plus or minus .75 inches)
C. Back length:	32.5	(plus or minus .5 inches)

##### **WOMEN'S: REGULAR LENGTH: M**

A. Neck	15.5	(plus or minus .5 inches)
B. ½ chest:	22(	plus or minus .75 inches)
C. Back length:	28.5	(plus or minus .5 inches)

## EMBLEMS

New Jersey Division of Fire Safety must be supplied by vendor and is to be sewn on the left sleeve.

## CUSTOMIZATION

All shirts shall have a badge tab sewn on left chest. Gold or silver Lieutenant bars shall be directly embroidered on collar. Last name shall be directly embroidered on right chest in gold or silver thread.

### 3.42 NEW JERSEY DIVISION OF FIRE SAFETY SENIOR INSPECTOR TIES

#### MATERIAL

75% polyester, 25% wool, broom 455BOBH.

#### STYLE

Clip and/or chokeproof 3" wide.

#### COLOR

Navy

### 3.43 NEW JERSEY DIVISION OF FIRE SAFETY SENIOR INSPECTOR TURTLENECK

#### BODY

Shall be 100% combed cotton Jersey shrinkage controlled long sleeve turtleneck.

#### COLOR

Navy

#### DESIGN

Shall be a Pullover type turtleneck with side seams, and long sleeves. The measurements of the finished garment shall conform to the following. All measurements will be taken without stretching the material.

#### FINISHED MEASUREMENTS (IN INCHES)

	Small	Medium	Large	X-Large	2X-Large	3X-Large
Body length	27	28	29	30	31	31
Body diameter 1" under armhole 18 ½	20 ½	22 ½	24 ½	26 1/2	30	
Sleeve length from center back including 33	34	35	36	37	38	
Armhole diameter on curve 10	10 ½	11	11 ½	12	12	
Neck rib collar height	5 1/4	5 1/4	5 1/4	5 1/4	5 1/4	5 1/4
Neck opening at outer edge of rib diameter 8		8	8	8	8	8
Rib Cuff height	3	3	3	3	3	

Cuff opening at outer edge of rib diameter	3	3	3	3	3	3
--	---	---	---	---	---	---

## COLLARS

Turtleneck shall be manufactured with cotton/lycra so that it will retain its shape and will finish 5 1/4 inches in height unfolded.

## SLEEVES

To be made with cotton/lycra knit cuffs.

## SEAMS AND STITCHING

Ends of all stitching shall be backstitched or overstitched not less than 1/2 inch except where ends are turned under or caught in other seams or stitching. Thread tensions shall be maintained so that there will be no loose bobbin or top thread or excessively tight stitching resulting in puckering of the materials sewn.

## LABEL AND CARE INSTRUCTIONS

Each garment shall have a combination size, identification and instructions label conforming to all Federal Regulations.

## EMBROIDERY

The turtleneck shall have block letters approximately 1/2" in height and 7/16" in width. NJDFS embroidered on turtleneck collar in gold or silver letters. The letters shall begin at the center of the neck and continue around on the left side for a total of approximately 1", the letters must be clear and legible.

### 3.44 NEW JERSEY DIVISION OF FIRE SAFETY SENIOR INSPECTOR T-SHIRT

#### STYLE # 29M

"State"

"Fire Marshal" - on Back, Silk Screened in gold or silver, as requested by Division of Fire Safety

#### COLOR

Navy

#### MATERIAL

50% cotton/50% polyester 5.6 oz.

#### CONSTRUCTION

Shoulder to shoulder tape, rib collar, and cover seamed front neck.

### 3.45 NEW JERSEY DIVISION OF FIRE SAFETY INSPECTOR SHORT SLEEVE COOL MAX SHIRT

#### STYLE # 8130-514

#### COLOR

Dark Navy

## SHELL FABRIC

9.0 - 9.5 oz. per linear yard 35% B.COOL Polyester / 65% Cotton double pique knit with 70 denier textured polyester face and 30/1 cotton back.

## TRIM

Interlining: 100% polyester weft fusible.  
Buttons: 20 ligne melamine (Color: match shell fabric)  
Hook and loop: Woven nylon base (Color: match shell fabric)

## DESIGN AND CONSTRUCTION

Short-sleeve Sport collar uniform shirt with 5-crease military style with 2-button placket.  
Pleated patch pockets and badge eyelets with internal support strap and extra long shirt tails.

## EMBLEMS

New Jersey Division of Fire Safety must be supplied by vendor and is to be sewn on the left sleeve.  
Name and rank.

## CUSTOMIZATION

The back of the shirt shall be silk screened with white letters to read: STATE FIRE. MARSHAL  
Silver Lieutenant Bars shall be directly embroidered on epaulets. Last name shall be directly embroidered on right chest in red thread.

## STANDARD SIZE RANGE

Sizes: unisex XS - 3XL

## MEASUREMENTS

Unisex regular length: Size L		
Neck	19	(plus or minus 0.5 inches)
1/2 Chest	24.5	(plus or minus 0.75 inches)
Back Length	34.5	(plus or minus 0.5 inches)
Sleeve inseam	7	(plus or minus 0.5 inches)

## 3.46 NJ DIVISION OF FIRE SAFETY SENIOR INSPECTOR TROUSERS

STYLE # 8821-514

## COLOR

Dark Navy

## SHELL FABRIC

6.5 oz. per square yard 2 X 1 twill weave in a 65% polyester / 35% cotton fiber blend with 10-12% filling stretch that is pre-cured for wrinkle resistance and treated with a soil-release finish. Machine washable and dry cleanable cotton blend provides user comfort, uniform appearance, durability, and easy care.  
(Color: see specified garment color)

## TRIM



Pocketing: 70/30 polyester cotton twill, not less than 3.0 oz. Sq. yd  
 Interlining: polyester non-woven.  
 Binding: polyester/cotton bias cut.  
 Waistband: polyester, spandex, nylon blend with double strip of silicone shirt grip stretch edge control.  
 Fly zipper: nylon coil #5 with auto lock slider  
 Hook and eyes: nickel-plated.  
 Buttons: melamine, 22 ligne, matching shell fabric.

## DESIGN AND CONSTRUCTION

Front quarter pockets, inverted double cord hip pockets with button tabs. All pocket secured with bartacks.

Stretch waistband with a fly tab and a double hook and eye closure. Interlined wide belt loops inserted in bottom of waistband and tacked at top. Quarter linings in front quarters. Outlets in waistband (back) and thigh inseam with tandem needle seat seam. Seat, inseam, and out seams pressed open. 10-12 stitches per inch (all seams). Permanent silicone adhesive creases, front and back.

## STANDARD SIZE RANGE

Men's: Regular Length: even waist sizes 28 - 54; odd sizes 31 - 37  
 Women's: Regular Length: even dress sizes 6 – 24

## MEASUREMENT

<b>Men's:</b>	<b>Regular Length: Waist Size 36</b>	
1/2 Waist:	18	(plus 0.25 inch)
Seat:	24	(plus 0.25 inch)
1/2 Knee:	10.875	(plus 0.25 inch)
1/2 Bottom Leg:	8.75	(plus 0.25 inch)
Inseam:	37	(plus 0.50 inch)
Out seam:	46.25	(plus 0.50 inch)
Front Rise:	10.375	(plus 0.25 inch)
Back Rise:	16.875	(plus 0.25 inch)

<b>Women's:</b>	<b>Regular Length: Dress Size 12</b>	
1/2 Waist	15.25	(plus 0.25 inch)
Seat	22.625	(plus 0.25 inch)
1/2 Knee	10.125	(plus 0.25 inch)
1/2 Bottom	8.5	(plus 0.25 inch)
Inseam	35.875	(plus 0.50 inch)
Out seam	45.875	(plus 0.50 inch)
Front rise	11.625	(plus 0.25 inch)
Back rise	15.25	(plus 0.25 inch)

## 3.47 NEW JERSEY DIVISION OF FIRE SAFETY SENIOR INSPECTOR SHORT SLEEVE COOL MAX SHIRT

STYLE # 8130-514

COLOR

Dark Navy

SHELL FABRIC

9.0 - 9.5 oz. per linear yard 35% B.COOL Polyester / 65% Cotton double pique knit with 70 denier textured polyester face and 30/1 cotton back.

## TRIM

Interlining: 100% polyester weft fusible.  
Buttons: 20 ligne melamine (Color: match shell fabric)  
Hook and loop: Woven nylon base (Color: match shell fabric)

## DESIGN AND CONSTRUCTION

Short-sleeve Sport collar uniform shirt with 5-crease military style with 2-button placket.  
Pleated patch pockets and badge eyelets with internal support strap and extra long shirt tails.

## EMBLEMS

New Jersey Division of Fire Safety must be supplied by vendor and is to be sewn on the left sleeve.  
Name and rank.

## CUSTOMIZATION

The back of the shirt shall be silk screened with white letters to read: STATE FIRE.MARSHAL  
Gold Lieutenant bars shall be directly embroidered on epaulets. Last name shall be directly embroidered on right chest in gold thread.

## STANDARD SIZE RANGE

Sizes: unisex XS - 3XL

### MEASUREMENTS

Unisex regular length: Size L		
Neck	19	(plus or minus 0.5 inches)
1/2 Chest	24.5	(plus or minus 0.75 inches)
Back Length	34.5	(plus or minus 0.5 inches)
Sleeve inseam	7	(plus or minus 0.5 inches)

## 3.48 NJ DIVISION OF FIRE SAFETY PRINCIPAL TROUSERS

STYLE # 8821-514

## COLOR

Dark Navy

## SHELL FABRIC

6.5 oz. per square yard 2 X 1 twill weave in a 65% polyester / 35% cotton fiber blend with 10-12% filling stretch that is pre-cured for wrinkle resistance and treated with a soil-release finish. Machine washable and dry cleanable cotton blend provides user comfort, uniform appearance, durability, and easy care.  
(Color: see specified garment color)

## TRIM

Pocketing: 70/30 polyester cotton twill, not less than 3.0 oz. Sq. yd  
Interlining: polyester non-woven.

Binding: polyester/cotton bias cut.  
 Waistband: polyester, spandex, nylon blend with double strip of silicone shirt grip stretch edge control.  
 Fly zipper: nylon coil #5 with auto lock slider  
 Hook and eyes: nickel-plated.  
 Buttons: melamine, 22 ligne, matching shell fabric.

## DESIGN AND CONSTRUCTION

Front quarter pockets, inverted double cord hip pockets with button tabs. All pocket secured with bartacks.

Stretch waistband with a fly tab and a double hook and eye closure. Interlined wide belt loops inserted in bottom of waistband and tacked at top. Quarter linings in front quarters. Outlets in waistband (back) and thigh inseam with tandem needle seat seam. Seat, inseam, and out seams pressed open. 10-12 stitches per inch (all seams). Permanent silicone adhesive creases, front and back.

## STANDARD SIZE RANGE

Men's: Regular Length: even waist sizes 28 - 54; odd sizes 31 - 37  
 Women's: Regular Length: even dress sizes 6 – 24

## MEASUREMENT

<b>Men's:</b>	<b>Regular Length: Waist Size 36</b>	
1/2 Waist:	18	(plus 0.25 inch)
Seat:	24	(plus 0.25 inch)
1/2 Knee:	10.875	(plus 0.25 inch)
1/2 Bottom Leg:	8.75	(plus 0.25 inch)
Inseam:	37	(plus 0.50 inch)
Out seam:	46.25	(plus 0.50 inch)
Front Rise:	10.375	(plus 0.25 inch)
Back Rise:	16.875	(plus 0.25 inch)

<b>Women's:</b>	<b>Regular Length: Dress Size 12</b>	
1/2 Waist	15.25	(plus 0.25 inch)
Seat	22.625	(plus 0.25 inch)
1/2 Knee	10.125	(plus 0.25 inch)
1/2 Bottom	8.5	(plus 0.25 inch)
Inseam	35.875	(plus 0.50 inch)
Out seam	45.875	(plus 0.50 inch)
Front rise	11.625	(plus 0.25 inch)
Back rise	15.25	(plus 0.25 inch)

## 4.0 PROPOSAL PREPARATION AND SUBMISSION

### 4.1 GENERAL

The bidder must follow instructions contained in this RFP and on the bid cover sheet in preparing and submitting its bid proposal. The bidder is advised to thoroughly read and follow all instructions.

The first page (face) of this RFP shall be signed by an authorized representative of the bidder. However, if the bidder is a limited partnership, the first page (face) of this RFP must be signed by a general partner. If the bidder is a joint venture, the first page (face) 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 cover sheet. 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, FINAL BID OPENING DATE AND THE BUYER'S NAME.** (See RFP cover sheet).

### 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 copy** of the original. The copy requested is 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	COMMENTS
Forms	<a href="#">Cover sheet</a>	Completed and signed cover sheet (Page 3 of this RFP)
	<a href="#">4.4.1.1</a>	Ownership Disclosure Form ( <a href="#">Attachment 1</a> )
	<a href="#">4.4.1.2</a>	MacBride Principles Certification ( <a href="#">Attachment 2</a> )
	<a href="#">4.4.1.3</a>	Affirmative Action Employee Information Report or New Jersey Affirmative Action Certificate ( <a href="#">Attachment 3</a> )
	<a href="#">Appendix 1 - 1.1 of the Standard Terms &amp; Conditions</a>	Business Registration from Division of Revenue
	<a href="#">4.4.1.5</a>	<a href="#">Appendix 3 – Executive Order 134 Certification</a>

#### 4.4.1 FORMS

##### 4.4.1.1 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 attached as [Attachment 1](#) to this RFP.

#### 4.4.1.2 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 attached as [Attachment 2](#) to this RFP

#### 4.4.1.3 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 attached as [Attachment 3](#) to this RFP.

#### 4.4.1.4 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](http://www.nj.gov/njbgs) to register with the Division of Revenue or to obtain a copy of an existing Business Registration Certificate.

Refer to Appendix 1, Section 1.1. of the Standard Terms and Conditions and Section 5.3 of this RFP for additional information concerning this requirement.

#### 4.4.1.5 EXECUTIVE ORDER 134

**FAILURE TO SUBMIT COMPLETED EXECUTIVE ORDER 134 CERTIFICATION(S) (Appendix 3) WITH THE BID PROPOSAL WILL RESULT IN AUTOMATIC REJECTION OF THE BID PROPOSAL.**

Refer to Section 5.18 of this RFP and Appendix 3 for more details concerning this requirement.

#### 4.4.1.6 SET-ASIDE CONTRACTS

This is a Set-Aside Contract for **Category 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.\*\*\*\*\***

This is a contract with set aside subcontracting goals for Small Businesses. **All bidders** must include in their bid proposal a completed and signed **Notice of Intent to Subcontract** form (Attachment 7). Bidders intending to utilize subcontractors **must** also include a completed and signed **Subcontractor Utilization Plan form** (Attachment 7). Failure to submit the required forms shall result in a determination that the bid is materially nonresponsive. Bidders seeking eligible small businesses should contact the New Jersey Commerce and Economic Growth Commission at (609) 292-2146.

#### 4.4.1.7 EXECUTIVE ORDER 129

##### **THE BIDDER SHOULD SUBMIT WITH ITS BID PROPOSAL A COMPLETED SOURCE DISCLOSURE FORM.**

Refer to Section 5.19 and Attachment 7 for more information concerning this new requirement.

#### 4.4.1.8 BID BOND

This Section supplements Section 3.3a of the Standard Terms and Conditions. The amount of the bid bond is noted on the RFP cover sheet. The bid bond must be submitted with the bidder's bid proposal. In the event the bidder has an annual bid bond on file with the Purchase Bureau, the bidder should so note in the appropriate box on the RFP cover sheet.

#### 4.4.2 SUBMITTALS

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 DISCLOSURE OF PRODUCT COMPOSITION**

The bidder must furnish material safety data sheets (MSDS) or manufacturers' equivalent information sheets on the products and/or chemicals used in performing the services specified in this RFP with the bidder's bid proposal. These sheets must list complete chemical ingredients including the percentage composition of each ingredient in the mixture down to 0.1%, and the chemical abstract services numbers for those substances listing any potentially hazardous products, which may produce gas during or following application. Failure to supply this information will result in rejection of the bid proposal for that particular product(s).

##### **4.4.2.1 DISCLOSURE OF PRODUCT COMPOSITION**

If requested by the State, the bidder must furnish material safety data sheets (MSDS) or manufacturers' equivalent information sheets on the products and/or chemicals used in performing the services specified in this RFP during the bid evaluation process. These sheets must list complete chemical ingredients including the percentage composition of each ingredient in the mixture down to 0.1%, and the chemical abstract services numbers for those substances listing any potentially hazardous products, which may produce gas during or following application. Failure to provide MSDS sheets when requested during the bid evaluation process will result in rejection of the bid for that particular product(s).

##### **4.4.2.2 BIDDER DATA SHEET**

The bidder must provide all of the information requested. The bidder may provide its response on a separate attachment but should clearly note here that it is doing so:

1. Name of individual that may be contacted at all times if information, service, or problem solving is required by the Using Agency. This service shall be available at no additional charge.

**(PLEASE PRINT OR TYPE)**

Name: \_\_\_\_\_

Address: \_\_\_\_\_

City, State: \_\_\_\_\_

Telephone Number: \_\_\_\_\_ Fax Number: \_\_\_\_\_

2. Years of this individual's experience in servicing similar accounts: \_\_\_\_\_

3. Identify the similar accounts this individual has serviced:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

#### 4.4.2.3 REFERENCE DATA SHEETS - SATISFACTORY CUSTOMER SERVICE

The bidder must provide all of the information requested. The bidder may provide its response on a separate attachment but should clearly state here that it is doing so:

Supply the name(s) of present customers you are servicing for contracts of a similar size and scope to those required by this RFP.

1. Name of customer provided as reference: \_\_\_\_\_

Name of individual State may contact to verify reference:

1<sup>st</sup> individual: \_\_\_\_\_ Phone # of contact person: \_\_\_\_\_

2<sup>nd</sup> individual: \_\_\_\_\_ Phone # of contact person: \_\_\_\_\_

Length of time services provided by the bidder to this customer: \_\_\_\_\_

2. Name of customer provided as reference:

1<sup>st</sup> individual: \_\_\_\_\_ Phone # of contact person: \_\_\_\_\_

2<sup>nd</sup> individual: \_\_\_\_\_ Phone # of contact person: \_\_\_\_\_

Length of time services provided by the bidder to this customer: \_\_\_\_\_

3. Name of customer provided as reference

1<sup>st</sup> individual: \_\_\_\_\_ Phone # of contact person: \_\_\_\_\_

2<sup>nd</sup> individual: \_\_\_\_\_ Phone # of contact person: \_\_\_\_\_

Length of time services provided by the bidder to this customer: \_\_\_\_\_

#### 4.4.2.4 MANDATORY CONTRACTOR DATA SHEET - TERMINATED CONTRACTS

The bidder must provide all of the information requested. The bidder may provide its response on a separate attachment but should clearly state here that it is doing so:

Provide a list of contracts, if any, your firm has been terminated from during the last three years along with the reason that your contract was terminated. List name of contact person and phone number of the firm which terminated your firm's contract.

1. Name of Firm:\_\_\_\_\_

Contact Person:\_\_\_\_\_

Phone Number:\_\_\_\_\_

Reason for Termination:\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

2. Name of Firm:\_\_\_\_\_

Contact Person:\_\_\_\_\_

Phone Number:\_\_\_\_\_

Reason for Termination:\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

3. Name of Firm:\_\_\_\_\_

Contact Person:\_\_\_\_\_

Phone Number:\_\_\_\_\_

Reason for Termination:\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

#### 4.4.2.5 SAMPLES/SAMPLE TESTING

Products offered must be in accordance with this RFP. Bid samples **for pricing lines 00001 through 00096** for evaluation and testing purposes must be made available at no charge and delivered to **Division of Fire Safety**, at the bidder's expense. Bidders must, within 10 working days following a request from the State, submit bid samples to the **Division of Fire Safety**. Bid samples will not be returned. The Division of Fire Safety will conduct laboratory tests to assure that the bid samples submitted **for pricing lines 00001 through 00096** conform to this RFP. The State reserves the right to



perform any tests necessary to assure that the bid samples conform to this RFP for pricing lines 00001 through 00096. The testing results of the State are final.

#### 4.4.2.6 FINANCIAL CAPABILITY OF THE BIDDER

If requested, the bidder shall provide proof of its financial capacity and capabilities to undertake and successfully complete the contract. To satisfy this requirement, the bidder shall submit a certified financial statement, including applicable notes, reflecting the bidder's assets, liabilities, net worth, revenues, expense, profit or loss and cash flow for the most recent calendar year or the bidder's most recent fiscal year; or if a certified financial statement is not available, then either a reviewed or compiled statement from an independent accountant setting forth the same information required for the certified financial statement. In addition, the bidder must submit a bank reference.

#### 4.4.2.7 SUBCONTRACTOR(S)

A. **All bidders** must complete the **Notice of Intent to Subcontract Form** whether or not they intend to utilize subcontractors in connection with the work set forth in this RFP. If the bidder intends to utilize subcontractor(s), then the **Subcontractor Utilization Plan** must also be submitted with the bid.

N.J.A.C. 17:13-4 and Executive Order 71 mandate that if the bidder proposes to utilize a subcontractor, the bidder must make a good faith effort to meet the set-aside subcontracting targets of awarding a total of twenty-five percent (25%) of the value of the contract to New Jersey-based, New Jersey Commerce and Economic Growth Commission registered small businesses, with a minimum of five (5) percent awarded to each of the three categories set forth below, and the balance of ten (10) percent spread across the three annual gross revenue categories: Category I – \$1 to \$500,000; Category II - \$500,001 to \$5,000,000; Category III - \$5,000,001 to \$12,000,000.

B. Should the bidder propose to utilize a subcontractor(s) to fulfill any of its obligations, the bidder shall be responsible for the subcontractor's(s): (a) performance; (b) compliance with all of the terms and conditions of the contract; and (c) compliance with the requirements of all applicable laws.

C. The bidder must provide a detailed description of services to be provided by each subcontractor, referencing the applicable Section or Subsection of this RFP.

D. The bidder should provide detailed resumes for each subcontractor's management, supervisory and other key personnel that demonstrate knowledge, ability and experience relevant to that part of the work which the subcontractor is designated to perform.

E. The bidder should provide documented experience to demonstrate that each subcontractor has successfully performed work on contracts of a similar size and scope to the work that the subcontractor is designated to perform in the bidder's proposal.

\*\*\*\*\*

#### 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 OR PRICE SHEETING INSTRUCTION

## 5.0 SPECIAL CONTRACTUAL TERMS AND CONDITIONS

### 5.1 STATE CONTRACT MANAGER

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

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

#### 5.1.1 STATE CONTRACT MANAGER RESPONSIBILITIES

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

If the contract has multiple users, then the State Contract Manager shall be the central coordinator of the use of the contract for all Using Agencies, while other State employees engage and pay the contractor. All persons and agencies that use the contract must notify and coordinate the use of the contract with the State Contract Manager.

#### 5.1.2 OTHER DUTIES OF THE STATE CONTRACT MANAGER

The State Contract Manager shall have the following additional duties:

- a) If the State Contract Manager determines that the Contractor has failed to perform the work of the contract and is unable to resolve that failure to perform directly with the contractor, the State Contract Manager shall file a formal complaint with the Contract Compliance Unit in the Division of Purchase and Property and request that office to assist in the resolution the contract performance problem with the contractor.
- b) The State Contract Manager is responsible for arranging for contract extensions and preparing any reprourement of the contract with the Purchase Bureau.
- c) The State Contract Manager is responsible for obtaining permission from the Director to reduce the scope of work, amend the contract or add work or special projects to the contract after contract award.
- d) The State Contract Manager is responsible for completion of the Project Performance Assessment Form for submission to the CCAU Unit of the Division, with a copy to the Associate Director of OMB; and
- e) The State Contract Manager is responsible for submitting the Contractor final deliverables to the Associate Director of OMB.
- f) The State Contract Manager is also responsible to formally report, to the Division of Purchase and Property's Assistant Director, CCAU, using the PB-36 Formal Complaint form, all instances when deliverables, i.e. commodities and/or services, are not in accordance with the contract specifications or scope of work. Variances from contract pricing shall be reported in this same manner to ensure that State and other using agencies receive the goods and/or services at the pricing established at the time of contract award or amendment(s) to the contract.

### 5.1.3 COORDINATION WITH THE STATE CONTRACT MANAGER

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

\*\*\*\*\*

### 5.2 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 Standard Terms and Conditions [Appendix 1](#) of the RFP.

In the event of a conflict between the provisions of this RFP, including the Special Contractual Terms and Conditions and the 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.

### 5.3 BUSINESS REGISTRATION

The following shall supplement the Standard Terms and Conditions pertaining to Business Registration set forth in, [Appendix 1, Section 1.1.](#)

"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 **two (2) years**. The anticipated "Contract Effective Date" is provided on the cover sheet of this RFP. 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 one-year periods, by the mutual written consent of the contractor and the Director. **Purchase orders may be placed against the contract up to and including the end of business on the last day of the contract, for delivery no more than 45 days after contract expiration.**

#### 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 PROCEDURAL REQUIREMENTS AND AMENDMENTS

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

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

5.8.3 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.

#### 5.9 ITEMS ORDERED AND DELIVERED

The **Using Agency** is authorized to order and **the contractor/contractors** **is/are** authorized to ship only those items covered by the contracts resulting from this RFP. If a review of orders placed by the Using Agency [Agencies] reveals [reveal] 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.

## 5.10 DISCLOSURE OF PRODUCT COMPOSITION

If requested by the State during the term of the contract, the contractor must furnish MSDS or manufacturer's equivalent information sheets on the products and/or chemicals used in performing the services specified in the contract to the Using Agency. These sheets must list complete chemical ingredients including the percentage composition of each ingredient in the mixture down to 0.1%, and the chemical abstract services numbers for those substances listing any potentially hazardous products, which may produce gas during or following application.

## 5.11 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.

## 5.12 MANUFACTURING/PACKAGING REQUIREMENTS

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

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

5.12.3 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.

## 5.13 PERFORMANCE BOND

Not applicable to this procurement.

## 5.14 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.

## 5.15 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.

## 5.16 SUBSTITUTION OR ADDITION OF SUBCONTRACTOR(S)

This Subsection serves to supplement but not to supersede Section 3.11 of the Standard Terms and Conditions of this RFP.

If it becomes necessary for the contractor to substitute a subcontractor, add a subcontractor or substitute its own staff for a subcontractor, the contractor will identify the proposed new subcontractor or staff member(s) and the work to be performed. The contractor must provide detailed justification documenting the necessity for the substitution or addition.

The contractor must provide detailed resumes of its proposed replacement staff or of the proposed subcontractor's management, supervisory and other key personnel that demonstrate knowledge, ability and experience relevant to that part of the work which the subcontractor is to undertake.

The qualifications and experience of the replacement(s) must equal or exceed those of similar personnel proposed by the contractor in its bid proposal.

The contractor shall forward a written request to substitute or add a subcontractor or to substitute its own staff for a subcontractor to the State Contract Manager for consideration. If the State Contract Manager approves the request, the State Contract Manager will forward the request to the Director for final approval.

No substituted or additional subcontractors are authorized to begin work until the contractor has received written approval from the Director.

## 5.17 CONTRACT ACTIVITY REPORT

In conjunction with the standard record keeping requirements of this contract, as listed in paragraph 3.19 of this RFP's standard terms and conditions, the contractor must provide, on a yearly to the Purchase Bureau buyer assigned, a record of all purchases made under its contract. 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 under contract, subtotaled by product.

Submission of purchase orders, confirmations, and/or invoices do not fulfill this contract requirement.

Contractors are encouraged to submit the required information in electronic spreadsheet format. The Purchase Bureau uses Microsoft Excel.

Failure to submit these mandated reports will be a factor in future award decisions.

## 5.18 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:

### 5.18.1 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.

#### **5.18.2 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.

#### **5.18.3 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.

#### **5.18.4 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.

### **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 CONTRACT AWARD**

One contract award for all line items shall be made with reasonable promptness by written notice to that responsible bidder, whose bid proposal, conforming to this RFP, is 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.



## **7.0 ATTACHMENTS, SUPPLEMENTS AND APPENDICES**

**7.1 ATTACHMENTS** - To be submitted with bid proposal.

1. [Ownership Disclosure Form](#)
2. [MacBride Principles Form](#)
3. [Affirmative Action Supplement Forms](#)
4. [Cooperative Purchasing Form](#)
5. [Reciprocity Form](#)
6. [Subcontractor Set Aside Forms](#)

### **7.2 APPENDICES**

1. [New Jersey Standard Terms and Conditions](#)

# ATTACHMENT 1 - OWNERSHIP DISCLOSURE FORM

## OWNERSHIP DISCLOSURE FORM

DEPARTMENT OF THE TREASURY  
DIVISION OF PURCHASE & PROPERTY  
STATE OF NEW JERSEY  
33 W. STATE ST., 9TH FLOOR  
PO BOX 230  
TRENTON, NEW JERSEY 08625-0230

**BID NUMBER: 06-X-37552**

BIDDER: \_\_\_\_\_  
\_\_\_\_\_

**INSTRUCTIONS:** Provide below the names, home addresses, dates of birth, offices held and any ownership interest of all officers of the firm named above. If additional space is necessary, provide on an attached sheet.

<u>NAME</u>	<u>HOME ADDRESS</u>	<u>DATE OF BIRTH</u>	<u>OFFICE HELD</u>	<u>OWNERSHIP INTEREST</u> (Shares Owned or % of Partnership)
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____

**INSTRUCTIONS:** Provide below the names, home addresses, dates of birth, and ownership interest of all individuals not listed above, and any partnerships, corporations and any other owner having a 10% or greater interest in the firm named above. If a listed owner is a corporation or partnership, provide below the same information for the holders of 10% or more interest in that corporation or partnership. If additional space is necessary, provide that information on an attached sheet. Complete the certification at the bottom of this form. If this form has previously been submitted to the Purchase Bureau in connection with another bid, indicate changes, if any, where appropriate, and complete the certification below.

**If there are no owners with 10% or more interest in your firm, enter "None" below.**

<u>NAME</u>	<u>HOME ADDRESS</u>	<u>DATE OF BIRTH</u>	<u>OFFICE HELD</u>	<u>OWNERSHIP INTEREST</u> (Shares Owned or % of Partnership)
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____

### COMPLETE ALL QUESTIONS BELOW

- |   | <u>YES</u> | <u>NO</u> |
|---|------------|-----------|
| 1. Within the past five years has another company or corporation had a 10% or greater interest in the firm identified above?<br>(If yes, complete and attach a separate disclosure form reflecting previous ownership interests.)   | _____      | _____     |
| 2. Has any person or entity listed in this form or its attachments ever been arrested, charged, indicted or convicted in a criminal or disorderly persons matter by the State of New Jersey, any other State or the U.S. Government? (If yes, attach a detailed explanation for each instance.)   | _____      | _____     |
| 3. Has any person or entity listed in this form or its attachments ever been suspended, debarred or otherwise declared ineligible by any agency of government from bidding or contracting to provide services, labor, material, or supplies? (If yes, attach a detailed explanation for each instance.)   | _____      | _____     |
| 4. Are there now any criminal matters or debarment proceedings pending in which the firm and/or its officers and/or managers are involved? (If yes, attach a detailed explanation for each instance.)   | _____      | _____     |
| 5. Has any Federal, State or Local license, permit or other similar authorization, necessary to perform the work applied for herein and held or applied for by any person or entity listed in this form, been suspended or revoked, or been the subject or any pending proceedings specifically seeking or litigating the issue of suspension or revocation? (If yes, attach a detailed explanation for each instance.) | _____      | _____     |

**CERTIFICATION:** I, being duly sworn upon my oath, hereby represent and state that the foregoing information and any attachments thereto to the best of my knowledge are true and complete. I acknowledge that the State of New Jersey is relying on the information contained herein and thereby acknowledge that **I am under a continuing obligation from the date of this certification through the completion of any contracts with the State to notify the State in writing of any changes to the answers or information contained herein.** I acknowledge that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification, and if I do so, I recognize that I am subject to criminal prosecution under the law and that it will also constitute a material breach of my agreement(s) with the State of New Jersey and that the State at its option, may declare any contract(s) resulting from this certification void and unenforceable.

I, being duly authorized, certify that the information supplied above, including all attached pages, is complete and correct to the best of my knowledge, I certify that all of the foregoing statements made by me are true. I am aware that if any of the foregoing statements made by me are willfully false, I am subject to punishment.

Company Name: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Name)

\_\_\_\_\_  
(Title)

FEIN/SSN#: \_\_\_\_\_

Date \_\_\_\_\_

**ATTACHMENT 2 - MACBRIDE PRINCIPLES FORM**

**NOTICE TO ALL BIDDERS**  
**REQUIREMENT TO PROVIDE A CERTIFICATION**  
**IN COMPLIANCE WITH MACBRIDE PRINCIPLES**  
**AND NORTHERN IRELAND ACT OF 1989**

Pursuant to Public Law 1995, c. 134, a responsible bidder selected, after public bidding, by the Director of the Division of Purchase and Property, pursuant to N.J.S.A. 52:34-12, or the Director of the Division of Building and Construction, pursuant to N.J.S.A. 52:32-2, must complete the certification below by checking one of the two representations listed and signing where indicated. If a bidder who would otherwise be awarded a purchase, contract or agreement does not complete the certification, then the Directors may determine, in accordance with applicable law and rules, that it is in the best interest of the State to award the purchase, contract or agreement to another bidder who has completed the certification and has submitted a bid within five (5) percent of the most advantageous bid. If the Directors find contractors to be in violation of the principles which are the subject of this law, they shall take such action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the party.

I certify, pursuant to N.J.S.A. 52:34-12.2 that the entity for which I am authorized to bid:

- \_\_\_\_\_ has no ongoing business activities in Northern Ireland and does not maintain a physical presence therein through the operation of offices, plants, factories, or similar facilities, either directly or indirectly, through intermediaries, subsidiaries or affiliated companies over which it maintains effective control; or
- \_\_\_\_\_ will take lawful steps in good faith to conduct any business operations it has in Northern Ireland in accordance with the MacBride principles of nondiscrimination in employment as set forth in N.J.S.A. 52:18A-89.8 and in conformance with the United Kingdom's Fair Employment (Northern Ireland) Act of 1989, and permit independent monitoring of their compliance with those principles.

I certify that the foregoing statements made by me are true. I am aware that if any of the foregoing statements made by me are willfully false, I am subject to punishment.

\_\_\_\_\_  
**Signature of Bidder**

\_\_\_\_\_  
**Name (Type or Print)**

\_\_\_\_\_  
**Title Name (Type or Print)**

\_\_\_\_\_  
**Company Name (Type or Print)**

\_\_\_\_\_  
**Date**

## **ATTACHMENT 3 – AFFIRMATIVE ACTION SUPPLEMENT**

<b>AFFIRMATIVE ACTION</b> DEPT OF THE TREASURY DIVISION OF PURCHASE & PROPERTY STATE OF NEW JERSEY 33 WEST STATE STREET, 9TH FLOOR PO BOX 230 TRENTON, NEW JERSEY 08625-0230	<b>TERM CONTRACT - ADVERTISED BID PROPOSAL</b> BID NUMBER: <b>06-X-37552</b>  NAME OF BIDDER: <hr style="width: 80%; margin-left: 0;"/>
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**SUPPLEMENT TO BID SPECIFICATIONS**

**DURING THE PERFORMANCE OF THIS CONTRACT, THE CONTRACTOR AGREES AS FOLLOWS:**

1. THE CONTRACTOR OR SUBCONTRACTOR, WHERE APPLICABLE, WILL NOT DISCRIMINATE AGAINST ANY EMPLOYEE OR APPLICANT FOR EMPLOYMENT BECAUSE OF AGE, RACE, CREED, COLOR, NATIONAL ORIGIN, ANCESTRY, MARITAL STATUS, SEX, AFFECTIONAL OR SEXUAL ORIENTATION. THE CONTRACTOR WILL TAKE AFFIRMATIVE ACTION TO ENSURE THAT SUCH APPLICANTS ARE RECRUITED AND EMPLOYED, AND THAT EMPLOYEES ARE TREATED DURING EMPLOYMENT, WITHOUT REGARD TO THEIR AGE, RACE, CREED, COLOR, NATIONAL ORIGIN, ANCESTRY, MARITAL STATUS, SEX, AFFECTIONAL OR SEXUAL ORIENTATION. SUCH ACTION SHALL INCLUDE, BUT NOT BE LIMITED TO THE FOLLOWING: EMPLOYMENT, UPGRADING, DEMOTION, OR TRANSFER; RECRUITMENT OR RECRUITMENT ADVERTISING; LAYOFF OR TERMINATION; RATES OF PAY OR OTHER FORMS OF COMPENSATION; AND SELECTION FOR TRAINING, INCLUDING APPRENTICESHIP. THE CONTRACTOR AGREES TO POST IN CONSPICUOUS PLACES, AVAILABLE TO EMPLOYEES AND APPLICANTS FOR EMPLOYMENT, NOTICES TO BE PROVIDED BY THE PUBLIC AGENCY COMPLIANCE OFFICER SETTING FORTH PROVISIONS OF THIS NONDISCRIMINATION CLAUSE;
2. THE CONTRACTOR OR SUBCONTRACTOR, WHERE APPLICABLE WILL, IN ALL SOLICITATIONS OR ADVERTISEMENTS ,FOR EMPLOYEES PLACED BY OR ON BEHALF OF THE CONTRACTOR, STATE THAT ALL QUALIFIED APPLICANTS WILL RECEIVE CONSIDERATION FOR EMPLOYMENT WITHOUT REGARD TO AGE, RACE, CREED, COLOR, NATIONAL ORIGIN, ANCESTRY, MARITAL STATUS, SEX, AFFECTIONAL OR SEXUAL ORIENTATION.
3. THE CONTRACTOR OR SUBCONTRACTOR, WHERE APPLICABLE, WILL SEND TO EACH LABOR UNION OR REPRESENTATIVE OR WORKERS WITH WHICH IT HAS A COLLECTIVE BARGAINING AGREEMENT OR OTHER CONTRACT OR UNDERSTANDING, A NOTICE, TO BE PROVIDED BY THE AGENCY CONTRACTING OFFICER ADVISING THE LABOR UNION OR WORKERS' REPRESENTATIVE OF THE CONTRACTOR'S COMMITMENTS UNDER THIS ACT AND SHALL POST COPIES OF THE NOTICE IN CONSPICUOUS PLACES AVAILABLE TO EMPLOYEES AND APPLICANTS FOR EMPLOYMENT.
4. THE CONTRACTOR OR SUBCONTRACTOR, WHERE APPLICABLE, AGREES TO COMPLY WITH THE REGULATIONS PROMULGATED BY THE TREASURER PURSUANT TO P.L. 1975, C. 127, AS AMENDED AND SUPPLEMENTED FROM TIME TO TIME AND THE AMERICANS WITH DISABILITIES ACT.
5. THE CONTRACTOR OR SUBCONTRACTOR AGREES TO ATTEMPT IN GOOD FAITH TO EMPLOY MINORITY AND FEMALE WORKERS CONSISTENT WITH THE APPLICABLE COUNTY EMPLOYMENT GOALS PRESCRIBED BY N.J.A.C. 17:27-5.2 PROMULGATED BY THE TREASURER PURSUANT TO P.L. 1975, C. 127, AS AMENDED AND SUPPLEMENTED FROM TIME TO TIME OR IN ACCORDANCE WITH A BINDING DETERMINATION OF THE APPLICABLE COUNTY EMPLOYMENT GOALS DETERMINED BY THE AFFIRMATIVE ACTION OFFICE PURSUANT TO N.J.A.C. 17:27-5.2 PROMULGATED BY THE TREASURER PURSUANT TO P.L. 1975, C. 127, AS AMENDED AND SUPPLEMENTED FROM TIME TO TIME.
6. THE CONTRACTOR OR SUBCONTRACTOR AGREES TO INFORM IN WRITING APPROPRIATE RECRUITMENT AGENCIES IN THE AREA, INCLUDING EMPLOYMENT AGENCIES, PLACEMENT BUREAUS, COLLEGES, UNIVERSITIES, LABOR UNIONS, THAT IT DOES NOT DISCRIMINATE ON THE BASIS OF AGE, CREED, COLOR, NATIONAL ORIGIN, ANCESTRY, MARITAL STATUS, SEX, AFFECTIONAL OR SEXUAL ORIENTATION, AND THAT IT WILL DISCONTINUE THE USE OF ANY RECRUITMENT AGENCY WHICH ENGAGES IN DIRECT OR INDIRECT DISCRIMINATORY PRACTICES.
7. THE CONTRACTOR OR SUBCONTRACTOR AGREES TO REVISE ANY OF ITS TESTING PROCEDURES, IF NECESSARY, TO ASSURE THAT ALL PERSONNEL TESTING CONFORMS WITH THE PRINCIPLES OF JOB-RELATED TESTING, AS ESTABLISHED BY THE STATUTES AND COURT DECISIONS OF THE STATE OF NEW JERSEY AND AS ESTABLISHED BY APPLICABLE FEDERAL LAW AND APPLICABLE FEDERAL COURT DECISIONS.
8. THE CONTRACTOR OR SUBCONTRACTOR AGREES TO REVIEW ALL PROCEDURES RELATING TO TRANSFER, UPGRADING, DOWNGRADING AND LAYOFF TO ENSURE THAT ALL SUCH ACTIONS ARE TAKEN WITHOUT REGARD TO AGE, CREED, COLOR, NATIONAL ORIGIN, ANCESTRY, MARITAL STATUS, SEX, AFFECTIONAL OR SEXUAL ORIENTATION, AND CONFORM WITH THE APPLICABLE EMPLOYMENT GOALS, CONSISTENT WITH THE STATUTES AND COURT DECISIONS OF THE STATE OF NEW JERSEY, AND APPLICABLE FEDERAL LAW AND APPLICABLE FEDERAL COURT DECISIONS.

THE CONTRACTOR AND ITS SUBCONTRACTORS SHALL FURNISH SUCH REPORTS OR OTHER DOCUMENTS TO THE AFFIRMATIVE ACTION OFFICE AS MAY BE REQUESTED BY THE OFFICE FROM TIME TO TIME IN ORDER TO CARRY OUT THE PURPOSES OF THESE REGULATIONS, AND PUBLIC AGENCIES SHALL FURNISH SUCH INFORMATION AS MAY BE REQUESTED BY THE AFFIRMATIVE ACTION OFFICE FOR CONDUCTING A COMPLIANCE INVESTIGATION PURSUANT TO SUBCHAPTER 10 OF THE ADMINISTRATIVE CODE (NJAC17:27).

**\* NO FIRM MAY BE ISSUED A PURCHASE ORDER OR CONTRACT WITH THE STATE UNLESS THEY COMPLY WITH THE AFFIRMATIVE ACTION REGULATIONS**

**PLEASE CHECK APPROPRIATE BOX (ONE ONLY)**

☐ I HAVE A CURRENT NEW JERSEY AFFIRMATIVE ACTION CERTIFICATE, (PLEASE ATTACH A COPY TO YOUR PROPOSAL).  
☐ I HAVE A VALID FEDERAL AFFIRMATIVE ACTION PLAN APPROVAL LETTER, (PLEASE ATTACH A COPY TO YOUR PROPOSAL).  
☐ I HAVE COMPLETED THE ENCLOSED FORM AA302 AFFIRMATIVE ACTION EMPLOYEE INFORMATION REPORT.

# INSTRUCTIONS FOR COMPLETING THE AFFIRMATIVE ACTION EMPLOYEE INFORMATION REPORT (FORM AA302)

## IMPORTANT:

READ THE FOLLOWING INSTRUCTIONS CAREFULLY BEFORE COMPLETING THE FORM. PRINT OR TYPE ALL INFORMATION. FAILURE TO PROPERLY COMPLETE THE ENTIRE FORM MAY DELAY ISSUANCE OF YOUR CERTIFICATE.

**Item 1** - Enter the Federal Identification Number assigned to the Contractor or vendor by the Internal Revenue Service, or if a Federal Employer Identification Number has been applied for, but not yet issued, write the words "applied for",  
or  
If your business is such that you have not, or will not receive a Federal Employee Identification Number, enter the Social Security Number assigned to the single owner or to a partner, in case of partnership.

**Item 2** - Check the box appropriate to your TYPE OF BUSINESS. If you are engaged in more than one type of business, check the predominant one. If you are a manufacturer deriving more than 50% of your receipts from your own retail outlets, check "Retail".

**Item 3** - Enter the total "number" of employees in the entire company, including part-time employees. This number shall include all facilities in the entire firm or corporation.

**Item 4** - Enter the name by which the company is identified. If there is more than one company name, enter the predominant one.

**Item 5** - Enter the physical location of the company, include City, County, State and Zip Code.

**Item 6** - Enter the name of any parent or affiliated company including City, State and Zip Code. If there is none, so indicate by entering "None" or N/A.

**Item 7** - Check the appropriate box for the total number of employees in the entire company. "Entire Company" shall include all facilities in the entire firm or corporation, including part-time employees, not use those employees at the facility being awarded the contract.

**Item 8** - Check the box appropriate to your type of company establishment. Single-establishment Employer shall include an employer whose business is conducted at more than one location.

**Item 9** - If multi-establishment was entered in Item 8, enter the number of establishments within the State of New Jersey.

**Item 10** - Enter the total number of employees at the establishment being awarded the contract.

**Item 11** - Enter the name of the Public Agency awarding the contract. Include City, State and Zip Code.

**Item 12** - Enter the appropriate figures on all lines and in all columns. THIS SHALL ONLY INCLUDE EMPLOYMENT DATA FROM THE FACILITY THAT IS BEING AWARDED THE CONTRACT. DO NOT list the same employee in more than one job category.

Racial/Ethnic Groups will be so defined:

Black: Not of Hispanic origin. Persons have origin in any of the Black racial groups of Africa.

Hispanic: Persons of Mexican, Puerto Rican, Cuban or Central or South American or other Spanish culture or origin, regardless of race.

American Indian or Alaskan Native: Persons having origins in any of the original peoples of North America, and who maintain cultural identification through tribal affiliation or community recognition.

Asian or Pacific Islander: Persons having origin in any of the peoples of the Far East, Southeast Asia, the Indian Subcontinent or the Pacific Islands. This area includes for example, China, Japan, the Philippine Islands and Somoa.

**Item 13** - Check the appropriate box, if the race or ethnic group information was not obtained by 1 or 2, specify by what other means this was done in 3.

**Item 14** - Enter the dates of the payroll period used to prepare the employment data presented in Item 12.

**Item 15** - If this is the first time an Employee Information Report has been submitted for this company, check block "Yes".

**Item 16** - If the answer to Item 15 is "No", enter the date when the last Employee Information Report was submitted by this company.

**Item 17** - Print or type the name of the person completing this form. Include the signature, title and date.

**Item 18** - Enter the physical location where the form is being completed. Include City, State, Zip Code and Phone Number.

**State of New Jersey**

**AFFIRMATIVE ACTION EMPLOYEE INFORMATION REPORT**

**IMPORTANT - READ INSTRUCTIONS ON PRIOR PAGE CAREFULLY BEFORE COMPLETING FORM. TYPE OR PRINT SHARP BALL POINT PEN. FAILURE TO PROPERLY COMPLETE THE ENTIRE FORM MAY DELAY ISSUANCE OF YOUR CERTIFICATE.**

**SECTION A - COMPANY IDENTIFICATION**

1. FID. NO. OR SOCIAL SECURITY	2. TYPE OF BUSINESS <input type="checkbox"/> 1. MFG. <input type="checkbox"/> 2. SERVICE <input type="checkbox"/> 3. WHOLESALE <input type="checkbox"/> 4. RETAIL <input type="checkbox"/> 5. OTHER	3. TOTAL NO. OF EMPLOYEES IN THE ENTIRE COMPANY
4. COMPANY NAME		
5. STREET	CITY	COUNTY      STATE      ZIP CODE
6. NAME OF PARENT OR AFFILIATED COMPANY (IF NONE, SO INDICATE)		CITY      STATE      ZIP CODE
7. DOES THE ENTIRE COMPANY HAVE A TOTAL OF AT LEAST 50 EMPLOYEES? <input type="checkbox"/> YES <input type="checkbox"/> NO		
8. CHECK ONE: IS THE COMPANY: <input type="checkbox"/> SINGLE-ESTABLISHMENT EMPLOYER <input type="checkbox"/> MULTI-ESTABLISHMENT EMPLOYER		
9. IF MULTI-ESTABLISHMENT EMPLOYER, STATE THE NUMBER OF ESTABLISHMENTS IN N.J. : [      ]		
10. TOTAL NUMBER OF EMPLOYEES AT THE ESTABLISHMENT WHICH HAS BEEN AWARDED THE CONTRACT: [      ]		
11. PUBLIC AGENCY AWARDED CONTRACT:		CITY      STATE      ZIP CODE

**OFFICIAL USE ONLY**

<b>DATE RECEIVED</b>		<b>OUT OF STATE PERCENTAGES</b>	<b>ASSIGNED CERTIFICATION NUMBER</b>
MO/DAY/YR	COUNTY	MINORITY      FEMALE	

**SECTION B - EMPLOYMENT DATA**

12. Report all permanent, temporary and part-time employees ON YOUR OWN PAYROLL. Enter the appropriate figures on all lines and in all columns. Where there are no employees in a particular category, enter a zero. Include ALL employees, not just those in minority categories, in columns 1, 2, & 3.

JOB CATEGORIES	ALL EMPLOYEES			MINORITY GROUP EMPLOYEES (PERMANENT)							
	Col. 1 TOTAL (Cols. 2&3)	Col. 2 MALE	Col. 3 FEMALE	MALE				FEMALE			
				BLACK	HISPANIC	AMERICAN INDIAN	ASIAN	BLACK	HISPANIC	AMERICAN INDIAN	ASIAN
Officials and Managers											
Professionals											
Technicians											
Sales Workers											
Office and Clerical											
Craftworkers (Skilled)											
Operatives (Semi-skilled)											
Laborers (Unskilled)											
Service Workers											
<b>TOTAL</b>											
Total employment from Previous Report (if any)											

The data below shall NOT be included in the request for the categories above.

Temporary and Part-time Employees										
13. HOW WAS INFORMATION AS TO RACE OR ETHNIC GROUP IN SECTION B OBTAINED? <input type="checkbox"/> 1. VISUAL SURVEY <input type="checkbox"/> 2. EMPLOYMENT RECORD <input type="checkbox"/> 3. OTHER (SPECIFY)						15. IS THIS THE FIRST EMPLOYEE INFORMATION REPORT (AA.302) SUBMITTED? <input type="checkbox"/> 1. YES <input type="checkbox"/> 2. NO		16. IF NO, DATE OF LAST REPORT SUBMITTED   MO.   DAY   YEAR		
14. DATES OF PAYROLL PERIOD USED										

**SECTION C - SIGNATURE AND IDENTIFICATION**

17. NAME OF PERSON COMPLETING FORM (PRINT OR TYPE)(CONTRACTOR EEO OFFICER)	SIGNATURE	TITLE	MO.   DAY   YEAR
18. ADDRESS (NO. & STREET)	(CITY)	(STATE)	(ZIP CODE)      PHONE (AREA CODE, NO. & EXTENSION)

**FORM AA302**

## **ATTACHMENT 4 - SUBCONTRACTOR SET ASIDE FORMS**

### **NOTICE TO ALL BIDDERS**

### **NOTICE OF INTENT TO SUBCONTRACT FORM**

### **SUBCONTRACTOR UTILIZATION PLAN FORM**

### **PROCEDURES FOR SMALL BUSINESS PARTICIPATION AS SUBCONTRACTORS**

If the bidder intends to utilize any subcontractors during the course of the contract(s) to be awarded as a result of this Request for Proposal (RFP), the bidder will include small business subcontracting targets pursuant to NJAC 17:13-4. and Executive Order 71. Each bidder is required to make a good faith effort to meet the set-aside subcontracting targets of awarding a total of twenty-five percent (25%) of the value of the contract to New Jersey-based, New Jersey Commerce and Economic Growth Commission-registered (Commerce) small businesses, with a minimum of five (5) percent awarded to each of the three categories set forth below, and the balance of ten (10) percent spread across the three categories. **All bidders must complete the Notice of Intent to Subcontract form.** Failure to include a completed and signed *Notice of Intent to Subcontract* form will be sufficient cause to reject a bidder's proposal as non-responsive.

Pursuant to Section 3.11 of the Standard Terms and Conditions, **any bidder intending to subcontract must also complete the Subcontractor Utilization Plan (Plan).** Bidders are instructed to list ***all*** proposed subcontractors on the *Plan*. A bidder intending to subcontract must include a completed and signed *Plan* or be subject to rejection of its proposal as non-responsive.

#### **DEFINITIONS:**

"Small business" means a business that

- ☐ is independently owned and operated
- ☐ is incorporated or registered in and has its principal place of business located in the State of New Jersey.
- ☐ Has 100 or fewer full-time employees
- ☐ Has gross revenues falling in one of the following three categories:
  1. 0 to \$500,000 (Category I);
  2. \$500,001 to \$5,000,000 (Category II);
  3. \$5,000,001 to \$12,000,000 (Category III).

"Commerce-registered" means a small business that meets the requirements and definitions of "small business" and has applied for and been approved by Commerce as a small business.

## PROCEDURE:

If a bidder intends to subcontract, the following actions should be taken to achieve the set-aside subcontracting goal requirements:

1. Attempt to locate eligible small businesses in Categories I, II and III appropriate to the RFP;
2. Request a listing of small businesses by Category from Commerce;
3. Record efforts to locate eligible businesses, including the names of businesses contacted and the means and results of such contacts;
4. Provide all potential subcontractors with detailed information regarding the specifications;
5. Attempt, whenever possible, to negotiate prices with potential subcontractors submitting higher than acceptable price quotes;
6. Obtain, in writing, the consent of any proposed subcontractor to use its name in response to the RFP; and,
7. Maintain adequate records documenting efforts to achieve the set-aside subcontracting goals.

Proposals should also contain the following items with the *Plan*, as applicable:

1. A copy of Commerce's proof of registration as a small business for any business proposed as a subcontractor; and,
2. Documentation of the bidder's good faith effort to meet the targets of the set-aside subcontracting requirement in sufficient detail to permit the Evaluation Committee to effectively assess the bidder's efforts to comply if the bidder has failed to attain the statutory goals.

If awarded the contract, the bidder shall notify each subcontractor listed in the *Plan*, in writing.

Note that a bidder's failure to satisfy the small business subcontracting targets or provide sufficient documentation of its good faith efforts to meet the targets may preclude award of a contract to the bidder.

Bidders seeking eligible small businesses should contact:

New Jersey Commerce and Economic Growth Commission  
Office of Small Business  
20 West State Street  
PO Box 820  
Trenton, New Jersey 08625-0820

Telephone: (609) 292-2146

Each bidder awarded a contract for a procurement which contains the set-aside subcontracting goal requirement shall fully cooperate in any studies or surveys which may be conducted by the State to determine the extent of the bidder's compliance with NJAC 17:13-1.1 et seq., and this *Notice to All Bidders*.



## **REQUIRED SUBMISSION**

### **STATE OF NEW JERSEY DIVISION OF PURCHASE AND PROPERTY (DPP)**

## **NOTICE OF INTENT TO SUBCONTRACT FORM**

THIS ***NOTICE OF INTENT TO SUBCONTRACT*** FORM MUST BE COMPLETED AND INCLUDED AS PART OF EACH BIDDER'S PROPOSAL. FAILURE TO SUBMIT THIS FORM WILL BE CAUSE FOR REJECTION OF THE BID AS NON-RESPONSIVE.

DPP Bid Number:	DPP Solicitation Title:
Bidder's Name and Address:	

**INSTRUCTIONS:** PLEASE CHECK ONE OF THE BELOW LISTED BOXES:

☐ **If awarded this contract, I will engage subcontractors to provide certain goods and/or services.**

ALL BIDDERS THAT INTEND TO ENGAGE SUBCONTRACTORS MUST ALSO SUBMIT A COMPLETED AND CERTIFIED ***SUBCONTRACTOR UTILIZATION PLAN*** WITH THEIR BID PROPOSALS.

☐ **If awarded this contract, I do not intend to engage subcontractors to provide any goods and/or services.**

ALL BIDDERS THAT DO NOT INTEND TO ENGAGE SUBCONTRACTORS MUST ATTEST TO THE FOLLOWING CERTIFICATION:

I hereby certify that if the award is granted to my firm and if I determine at any time during the course of the contract to engage subcontractors to provide certain goods and/or services, pursuant to Section 3.11 of the Standard Terms and Conditions, I will submit the ***Subcontractor Utilization Plan (Plan)*** for approval to the Division of Purchase and Property in advance of any such engagement of subcontractors. Additionally, I certify that in engaging subcontractors, I will make a good faith effort to achieve the subcontracting set-aside goals established for this contract, and I will attach to the ***Plan*** documentation of such efforts in accordance with NJAC 17:13-4 and the ***Notice to All Bidders***.

PRINCIPAL OF FIRM:

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Date)

## REQUIRED SUBMISSION IF BIDDER INTENDS TO SUBCONTRACT

STATE OF NEW JERSEY DIVISION OF PURCHASE AND PROPERTY (DPP) <b>SUBCONTRACTOR UTILIZATION PLAN</b> (REFERENCED IN RFP STANDARD TERMS AND CONDITIONS)				DPP Bid No.: _____			
<b>NOTE:</b> If utilizing subcontractors, failure to submit this properly completed form will be sufficient cause for rejection of the bid as non-responsive.				DPP Solicitation Title: _____			
Bidder's Name and Address: _____ _____ _____				• Bidder's Telephone No.: _____  • Bidder's Contact Person: _____			
<b>INSTRUCTIONS:</b> List all businesses to be used as subcontractors. This form may be duplicated for extended lists.							
SUBCONTRACTOR'S NAME ADDRESS, ZIP CODE TELEPHONE NUMBER AND VENDOR ID NUMBER		REGISTERED WITH NJ COMMERCE AND ECONOMIC GROWTH COMMISSION *		TYPE(S) OF GOODS OR SERVICES TO BE PROVIDED		ESTIMATED VALUE OF SUBCONTRACTS	
		SMALL BUSINESS CATEGORY					
		I	II	III			
* For those Bidders listing Small Business Subcontractors: Attach copies of NJ Commerce & Economic Growth Commission registration for each subcontractor listed. If bidder has not achieved established subcontracting set-aside goals, also attach documentation of good faith effort to do so in the relevant category in accordance with NJAC17:13-4 and the Notice to All Bidders.							
I hereby certify that this Subcontractor Utilization Plan (Plan) is being submitted in good faith. I certify that each subcontractor has been notified that it has been listed on this Plan and that each subcontractor has consented, in writing, to its name being submitted for this contract. Additionally, I certify that I shall notify each subcontractor listed on the Plan, in writing, if the award is granted to my firm, and I shall make all documentation available to the Division of Purchase and Property upon request.							
I further certify that all information contained in this Plan is true and correct and I acknowledge that the State will rely on the truth of the information in awarding the contract.							
PRINCIPAL OF FIRM: _____							
(Signature)		(Title)			(Date)		

PB-SA-3Revised 12/03

**ATTACHMENT 5 AFFIDAVIT OF APPAREL PRODUCTION**

STATE OF \_\_\_\_\_ SS \_\_\_\_\_

COUNTY OF: \_\_\_\_\_

I, \_\_\_\_\_, the \_\_\_\_\_  
(Name) (President, Vice President, Owner/Partner)

of \_\_\_\_\_ (hereinafter "Bidder") being first duly  
(Bidder)

sworn, deposes and says:

1. I am authorized to act on behalf of the Bidder. I am personally acquainted with the operations of the Bidder, and have full knowledge of the factual basis comprising the contents of this Affidavit of Apparel Production (hereinafter "Affidavit"). The contents of this Affidavit are true to the best of my knowledge.
2. The Bidder submits this Affidavit as part of a bid proposal in response to a Request for Proposal issued by the Division of Purchase and Property, Department of the Treasury, State of New Jersey, as required by the Executive Order No. 20, signed by Governor James E. McGreevey on June 11, 2002 (hereinafter "E.O. No. 20").
3. The following are the names, titles, and business addresses of the principal officers of each Subcontractor to be used for apparel production in fulfillment of the apparel contract:
4. The following is a list of every location where apparel production will take place, including any subcontractor locations:
5. All apparel production will be performed in the United States.
  - ☐ Yes
  - ☐ No
6. All apparel supplied pursuant to this contract shall be produced in production facilities that meet the following requirements:

- (a) The Bidder and, if applicable, the Bidder's subcontractor shall adopt a neutrality position with respect to attempts to organize by employees, and agree(s) to voluntarily recognize a union when a majority of workers have signed cards authorizing union representation.
  - (b) Apparel production workers employed to fulfill this contract will not be terminated except for just cause. The bidder and, if applicable, the Bidder's subcontractors, shall provide mechanisms to resolve all disputes with apparel production workers.
  - (c) Apparel production workers employed to fulfill this contract shall be provided a safe and healthy work environment, and a work environment free of discrimination on the basis of race, national origin, religion, sex and sexual preference.
  - (d) The Bidder and, if applicable, the bidder's subcontractors provide non-poverty compensation at an hourly rate which at 40 hours of work a week for 50 weeks a year would be equal to but not less than the threshold income for a family of 3 as published by the United States Department of Health and Human Services.
6. Any changes to the information set forth in this Affidavit during the term of any awarded apparel contract must be immediately reported by Bidder to the Director, Division of Purchase and Property.
7. I understand that, if it is determined that the Bidder has violated E.O. No. 20, including any finding of a failure to provide truthful information within this Affidavit, the Director, Division of Purchase and Property, in conjunction with the Commissioner of the Department of Labor, may:
- a. Reject the bid or rescind any contract awarded.
  - b. Terminate this contract at the earliest feasible date.
  - c. Bar the Bidder from receiving pending or subsequent apparel contracts, unless preempted by federal law.
8. This Affidavit is submitted to the Division of Purchase and Property in order to induce the Division of Purchase and Property to accept a bid proposal, with knowledge that the Division of Purchase and Property relies upon the truth of the statements contained herein.

[Bidder]

By \_\_\_\_\_  
\_\_\_\_\_

[Name]

[Title]

SWORN AND SUBSCRIBED  
TO BEFORE ME THIS  
\_\_\_\_ DAY OF \_\_\_\_\_, 20

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NOTARY PUBLIC

## **APPENDIX 1 - NJ STATE STANDARD TERMS AND CONDITIONS**

### **STATE OF NEW JERSEY STANDARD TERMS AND CONDITIONS**

- I. Unless the bidder is specifically instructed otherwise in the Request for Proposal, the following terms and conditions 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 the Request for Proposal (RFP) and should be read in conjunction with same unless the RFP specifically indicates otherwise. If a bidder proposes changes or modifications or takes exception to any of the State's terms and conditions, the bidder must so state specifically in writing in the bid proposal. Any proposed change, modification or exception in the State's terms and conditions by a bidder will be a factor in the determination of an award of a contractor purchase agreement.
- II. All of the State's terms and conditions will become a part of any contract(s) or order(s) awarded as a result of the Request for Proposal, whether stated in part, in summary or by reference. In the event the bidder's terms and conditions conflict with the State's, the State's terms and conditions will prevail, unless the bidder is notified in writing of the State's acceptance of the bidder's terms and conditions.
- III. The statutes, laws or codes cited are available for review at the New Jersey State Library, 185 West State Street, Trenton, New Jersey 08625.
- IV. If awarded a contract or purchase agreement, the bidder's status shall be that of any independent principal and not as an employee of the State.

#### **1. STATE LAW REQUIRING MANDATORY COMPLIANCE BY ALL CONTRACTORS**

**BUSINESS REGISTRATION** –Effective September 1, 2004, pursuant to an amendment to N.J.S.A. 52:32-44, State and local entities (including the Division of Purchase and Property) are prohibited from entering into a contract with an entity unless the contractor has provided a copy of its business registration certificate (or interim registration) as part of its bid submission. Failure to submit a copy of the Business Registration Certificate within the bid proposal may be cause for rejection of the bid proposal.

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 requirement shall apply to all contracts awarded on and after September 1, 2004. Any questions in this regard can be directed to the Division of Revenue at (609) 292-1730. Form NJ-REG can be filed online at <http://www.state.nj.us/treasury/revenue/busregcert.htm>

**1.2 ANTI-DISCRIMINATION** - All parties to any contract with the State of New Jersey agree not to discriminate in employment and agree to abide by all anti-discrimination laws including those contained within N.J.S.A. 10:2-1 through N.J.S.A. 10:2-4, N.J.S.A.10:5-1 et seq. and N.J.S.A.10:5-31 through 10:5-38, and all rules and regulations issued there under.

**1.3 PREVAILING WAGE ACT** - The New Jersey Prevailing Wage Act, N.J.S.A. 34: 11-56.26 et seq. is hereby made part of every contract entered into on behalf of the State of New Jersey through the Division of Purchase and Property, except those contracts which are not within the contemplation of the Act. The bidder's signature on this proposal is his guarantee that neither he nor any subcontractors he might employ to perform the work covered by this proposal has been suspended or debarred by the Commissioner, Department of Labor for violation of the provisions of the Prevailing Wage Act.

**1.4 AMERICANS WITH DISABILITIES ACT** - The contractor must comply with all provisions of the Americans With Disabilities Act (ADA), P.L 101-336, in accordance with 42 U.S.C. 12101 et seq.

**1.5 THE WORKER AND COMMUNITY RIGHT TO KNOW ACT** - The provisions of N.J.S.A. 34:5A-I et seq. which require the labeling of all containers of hazardous substances are applicable to this contract. Therefore, all goods offered for purchase to the State must be labeled by the contractor in compliance with the provisions of the Act.

**1.6 OWNERSHIP DISCLOSURE** - Contracts for any work, goods or services cannot be issued to any corporation or partnership unless prior to or at the time of bid submission the bidder has disclosed the names and addresses of all its owners holding 10% or more of the corporation or partnership's stock or interest. Refer to N.J.S.A. 52:25-24.2.

- 1.7 COMPLIANCE - LAWS** - The contractor must comply with all local, state and federal laws, rules and regulations applicable to this contract and to the goods delivered and/or services performed hereunder.
- 1.8 COMPLIANCE - STATE LAWS** - It is agreed and understood that any contracts and/or orders placed as a result of this proposal shall be governed and construed and the rights and obligations of the parties hereto shall be determined in accordance with the laws of the STATE OF NEW JERSEY.
- 1.9 COMPLIANCE - CODES** - The contractor must comply with NJUCC and the latest NEC70, B.O.C.A. Basic Building code, OSHA and all applicable codes for this requirement. The contractor will be responsible for securing and paying all necessary permits, where applicable.

## **2. LIABILITIES**

- 2.1 LIABILITY - COPYRIGHT** - The contractor shall hold and save the State of New Jersey, its officers, agents, servants and employees, harmless from liability of any nature or kind for or on account of the use of any copyrighted or uncopyrighted composition, secret process, patented or unpatented invention, article or appliance furnished or used in the performance of his contract.
- 2.2 INDEMNIFICATION** - The contractor shall assume all risk of and responsibility for, and agrees to indemnify, defend, and save harmless the State of New Jersey and its employees from and against any and all claims, demands, suits, actions, recoveries, judgments and costs and expenses in connection therewith on account of the loss of life, property or injury or damage to the person, body or property of any person or persons whatsoever, which shall arise from or result directly or indirectly from the work and/or materials supplied under this contract. This indemnification obligation is not limited by, but is in addition to the insurance obligations contained in this agreement.
- 2.3 INSURANCE** - The contractor shall secure and maintain in force for the term of the contract liability insurance as provided herein. The Contractor shall provide the State with current certificates of insurance for all coverages and renewals thereof, naming the State as an additional insured and which must contain the proviso that the insurance provided in the certificate shall not be canceled for any reason except after thirty days written notice to:

STATE OF NEW JERSEY  
Purchase Bureau – Bid Ref. #

The insurance to be provided by the contractor shall be as follows:

- a. a Commercial General Liability policy as broad as the standard coverage forms in use in the State of New Jersey which shall not be circumscribed by any endorsements limiting the breadth of coverage.

The limits of liability for bodily injury and property damage shall not be less than \$1 million per occurrence as a combined single limit.

- b. Automobile liability insurance which shall be written to cover any automobile used by the insured. Limits of liability for bodily injury and property damage shall not be less than \$1 million per occurrence as a combined single limit.
- c. Worker's Compensation Insurance applicable to the laws of the State of New Jersey and Employers Liability Insurance with limits not less than:

\$1,000,000 BODILY INJURY, EACH OCCURRENCE  
\$1,000,000 DISEASE EACH EMPLOYEE  
\$1,000,000 DISEASE AGGREGATE LIMIT

## **3. TERMS GOVERNING ALL PROPOSALS TO NEW JERSEY PURCHASE BUREAU**

- 3.1 CONTRACT AMOUNT** - The estimated amount of the contract(s), when stated on the Advertised Request for Proposal form, shall not be construed as either the maximum or minimum amount which the State shall be obliged to order as the result of this Request for Proposal or any contract entered into as a result of this Request for Proposal.
- 3.2 CONTRACT PERIOD AND EXTENSION OPTION** - If, in the opinion of the Director of the Division of Purchase and Property, it is in the best interest of the State to extend a contract entered into as a result of this Request for Proposal, the contractor will be so notified of the Director's Intent at least 30 days prior to the expiration date of the existing contract. The contractor shall have 15 calendar days to respond to the Director's request to extend the contract. If the contractor agrees to the extension, all terms and conditions of the original contract, including price, will be applicable.
- 3.3 BID AND PERFORMANCE SECURITY**

- a. Bid Security - If bid security is required, such security must be submitted with the bid in the amount listed in the Request for Proposal, see N.J.A.C. 17: 12- 2.4. Acceptable forms of bid security are as follows:
  1. A properly executed individual or annual bid bond issued by an insurance or security company authorized to do business in the State of New Jersey, a certified or cashier's check drawn to the order of the Treasurer, State of New Jersey, or an irrevocable letter of credit drawn naming the Treasurer, State of New Jersey as beneficiary issued by a federally insured financial institution.
  2. The State will hold all bid security during the evaluation process. As soon as is practicable after the completion of the evaluation, the State will:
    - a. Issue an award notice for those offers accepted by the State;
    - b. Return all bond securities to those who have not been issued an award notice.

All bid security from contractors who have been issued an award notice shall be held until the successful execution of all required contractual documents and bonds (performance bond, insurance, etc. If the contractor fails to execute the required contractual documents and bonds within thirty (30) calendar days after receipt of award notice, the contractor may be found in default and the contract terminated by the State. In case of default, the State reserves all rights inclusive of, but not limited to, the right to purchase material and/or to complete the required work in accordance with the New Jersey Administrative Code and to recover any actual excess costs from the contractor. Collection against the bid security shall be one of the measures available toward the recovery of any excess costs.

- b. Performance Security - If performance security is required, the successful bidder shall furnish performance security in such amount on any award of a term contractor line item purchase, see N.J.A.C. 17: 12- 2.5. Acceptable forms of performance security are as follows:
  1. The contractor shall be required to furnish an irrevocable security in the amount listed in the Request for Proposal payable to the Treasurer, State of New Jersey, binding the contractor to provide faithful performance of the contract.
  2. The performance security shall be in the form of a properly executed individual or annual performance bond issued by an insurance or security company authorized to do business in the State of New Jersey, a certified or cashier's check drawn to the order of the Treasurer, State of New Jersey, or an irrevocable letter of credit drawn naming the Treasurer, State of New Jersey as beneficiary issued by a federally insured financial institution.

The Performance Security must be submitted to the State within 30 days of the effective date of the contract award and cover the period of the contract and any extensions thereof. Failure to submit performance security may result in cancellation of contract for cause pursuant to provision 3.5b,1, and nonpayment for work performed.

- 3.4 VENDOR RIGHT TO PROTEST - INTENT TO AWARD** - Except in cases of emergency, bidders have the right to protest the Director's proposed award of the contract as announced in the Notice of Intent to Award, see N.J.A.C. 17:12-3.3. Unless otherwise stated, a bidder's protest must be submitted to the Director within 10 working days after receipt of written notification that his bid has not been accepted or that an award of contract has been made. In the public interest, the Director may shorten this protest period, but shall provide at least 48 hours for bidders to respond to a proposed award. In cases of emergency, stated in the record, the Director may waive the appeal period. See N.J.A.C. 17: 12- 3 et seq.

### **3.5 TERMINATION OF CONTRACT**

- a. For Convenience

Notwithstanding any provision or language in this contract to the contrary, the Director may terminate at any time, in whole or in part, any contract entered into as a result of this Request for Proposal for the convenience of the State, upon no less than 30 days written notice to the contractor.

- b. For cause:

1. Where a contractor fails to perform or comply with a contract, and/or fails to comply with the complaints procedure in N.J.A.C. 17: 12-4.2 et seq., the Director may terminate the contract upon 10 days notice to the contractor with an opportunity to respond.
2. Where a contractor continues to perform a contract poorly as demonstrated by formal complaints, late delivery, poor performance of service, short-shipping etc., so that the Director is repeatedly required to use

the complaints procedure in N.J.A.C. 17:12-4.2 et seq. the Director may terminate the contract upon 10 days notice to the contractor with an opportunity to respond.

- c. In cases of emergency the Director may shorten the time periods of notification and may dispense with an opportunity to respond.
- d. In the event of termination under this section, the contractor will be compensated for work performed in accordance with the contract, up to the date of termination. Such compensation may be subject to adjustments.

**3.6 COMPLAINTS** - Where a bidder has a history of performance problems as demonstrated by formal complaints and/or contract cancellations for cause pursuant to 3.5b a bidder may be bypassed for this award. See N.J.A.C. 17:12-2.8.

**3.7 EXTENSION OF CONTRACT QUASI-STATE AGENCIES** - It is understood and agreed that in addition to State Agencies, Quasi-State Agencies may also participate in this contract. Quasi-State Agencies are defined in N.J.S.A. 52:27B-56.1 as 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.

**3.8 EXTENSION OF CONTRACTS TO POLITICAL SUBDIVISIONS, VOLUNTEER FIRE DEPARTMENTS AND FIRST AID SQUADS, AND INDEPENDENT INSTITUTIONS OF HIGHER EDUCATION - N.J.S.A. 52:25-16.1** permits counties, municipalities and school districts to participate in any term contract(s), that may be established as a result of this proposal.

N.J.S.A. 52:25-16.2 permits volunteer fire departments, volunteer first aid squads and rescue squads to participate in any term contract(s) that may be established as a result of this proposal.

N.J.S.A. 52:25-16.5 permits independent institutions of higher education to participate in any term contract(s) that may be established as a result of this proposal, provided that each purchase by the Independent Institution of higher education shall have a minimum cost of \$500.

In order for the State contract to be extended to counties, municipalities, school districts, volunteer fire departments, first aid squads and independent institutions of higher education the bidder must agree to the extension and so state in his bid. proposal. The extension to counties municipalities, school districts, volunteer fire departments, first aid squads and Independent Institutions of higher education must 'be under the same terms and conditions, including price, applicable to the State.

**3.9 EXTENSIONS OF CONTRACTS TO COUNTY COLLEGES - N.J.S.A. 18A:64A - 25. 9** permits any college to participate in any term contract(s) that may be established as a result of this proposal.

**3.10 EXTENSIONS OF CONTRACTS TO STATE COLLEGES - N.J.S.A. 18A:64- 60** permits any State College to participate in any term contract(s) that may be established as a result of this proposal.

**3.11 SUBCONTRACTING OR ASSIGNMENT** - The contract may not be subcontracted or assigned by the contractor, in whole or in part, without the prior written consent of the Director of the Division of Purchase and Property. Such consent, if granted, shall not relieve the contractor of any of his responsibilities under the contract.

In the event the bidder proposes to subcontract for the services to be performed under .the terms of the contract award, he shall state so in his bid and attach for approval a list of said subcontractors and an Itemization of the products and/or services to be supplied by them.

Nothing contained in the specifications shall be construed as creating any contractual relationship between any subcontractor and the State.

**3.12 MERGERS, ACQUISITIONS** - If, subsequent to the award of any contract resulting from this Request for Proposal, the contractor shall merge with or be acquired by another firm, the following documents must be submitted to the Director, Division of Purchase & Property.

- a. Corporate resolutions prepared by the awarded contractor and new entity ratifying acceptance of the original contract, terms, conditions and prices.
- b. State of New Jersey Bidders Application reflecting all updated information including ownership disclosure, pursuant to provision 1.5.
- c. Vendor Federal Employer Identification Number.



The documents must be submitted within thirty (30) days of completion of the merger or acquisition. Failure to do so may result in termination of contract pursuant to provision 3.5b.

If subsequent to the award of any contract resulting from this Request for Proposal, the contractor's partnership or corporation shall dissolve, the Director, Division of Purchase & Property must be so notified. All responsible parties of the dissolved partnership or corporation must submit to the Director in writing, the names of the parties proposed to perform the contract, and the names of the parties to whom payment should be made. No payment should be made until all parties to the dissolved partnership or corporation submit the required documents to the Director.

**3.13 PERFORMANCE GUARANTEE OF BIDDER** - The bidder hereby certifies that:

- a. The equipment offered is standard new equipment, and is the manufacturer's latest model in production, with parts regularly used for the type of equipment offered; that such parts are all in production and not likely to be discontinued; and that no attachment or part has been substituted or applied contrary to manufacturer's recommendations and standard practice.
- b. All equipment supplied to the State and operated by electrical current is UL listed where applicable.
- c. All new machines are to be guaranteed as fully operational for the period stated in the Request For Proposal from time of written acceptance by the State. The bidder will render prompt service without charge, regardless of geographic location.
- d. Sufficient quantities of parts necessary for proper service to equipment will be maintained at distribution points and service headquarters.
- e. Trained mechanics are regularly employed to make necessary repairs to equipment in the territory from which the service request might emanate within a 48-hour period or within the time accepted as industry practice.
- f. During the warranty period the contractor shall replace immediately any material which is rejected for failure to meet the requirements of the contract.
- g. All services rendered to the State shall be performed in strict and full accordance with the specifications stated in the contract. The contract shall not be considered complete until final approval by the State's using agency is rendered.

**3.14 DELIVERY GUARANTEES** - Deliveries shall be made at such time and in such quantities as ordered in strict accordance with conditions contained in the Request for Proposal.

The contractor shall be responsible for the delivery of material in first class condition to the State's using agency or the purchaser under this contract and in accordance with good commercial practice.

Items delivered must be strictly in accordance with the Request for Proposal.

In the event delivery of goods or services is not made within the number of days stipulated or under the schedule defined in the Request for Proposal, the using agency may be authorized to obtain the material or service from any available source, the difference in price, if any, to be paid by the contractor failing to meet his commitments.

**3.15 DIRECTOR'S RIGHT OF FINAL BID ACCEPTANCE** - The Director reserves the right to reject any or all bids, or to award in whole or in part if deemed to be in the best interest of the State to do so. The Director shall have authority to award orders or contracts to the vendor or vendors best meeting all specifications and conditions in accordance with N.J.S.A. 52:34-12. Tie bids will be awarded by the Director in accordance with N.J.A.C.17:12-2.1D.

**3.16 BID ACCEPTANCES AND REJECTIONS** - The provisions of N.J.A.C. 17:12-2.9, relating to the Director's right, to waive minor elements of non-compliance with bid specifications and N.J.A.C. 17: 12- 2.2 which defines causes for automatic bid rejection, apply to all proposals and bids.

**3.17 STATE'S RIGHT TO INSPECT BIDDER'S FACILITIES** - The State reserves the right to inspect the bidder's establishment before making an award, for the purposes of ascertaining whether the bidder has the necessary facilities for performing the contract.

The State may also consult with clients of the bidder during the evaluation of bids. Such consultation is intended to assist the State in making a contract award which is most advantageous to the State.

**3.18 STATE'S RIGHT TO REQUEST FURTHER INFORMATION** - The Director reserves the right to request all information which may assist him or her in making a contract award, including factors necessary to evaluate the,

bidder's financial capabilities to perform the contract. Further, the Director reserves the right to request a bidder to explain, in detail, how the bid price was determined.

- 3.19 MAINTENANCE OF RECORDS** - The contractor shall maintain records for products and/or services delivered against the contract for a period of three (3) years from the date of final payment. Such records shall be made available to the State upon request for purposes of conducting an audit or for ascertaining information regarding dollar volume or number of transactions.

#### **4. TERMS RELATING TO PRICE QUOTATION**

- 4.1 PRICE FLUCTUATION DURING CONTRACT** - Unless otherwise noted by the State, all prices quoted shall be firm through issuance of contract or purchase order and shall not be subject to increase during the period of the contract.

In the event of a manufacturer's or contractor's price decrease during the contract period, the State shall receive the full benefit of such price reduction on any undelivered purchase order and on any subsequent order placed during the contract period. The Director of Purchase and Property must be notified, in writing, of any price reduction within five (5) days of the effective date.

Failure to report price reductions will result in cancellation of contract for cause, pursuant to provision 3.5b.1.

- 4.2 DELIVERY COSTS** - Unless otherwise noted in the Request for Proposal, all prices for items in bid proposals are to be submitted F.O.B. Destination. Proposals submitted other than F.O.B. Destination may not be considered. Regardless of the method of quoting shipments, the contractor shall assume all costs, liability and responsibility for the delivery of merchandise in good condition to the State's using agency or designated purchaser.

F.O.B. Destination does not cover "spotting" but does include delivery on the receiving platform of the ordering agency at any destination in the State of New Jersey unless otherwise specified. No additional charges will be allowed for any additional transportation costs resulting from partial shipments made at contractor's convenience when a single shipment is ordered. The weights and measures of the State's using agency receiving the shipment shall govern.

- 4.3 C.O.D. TERMS** - C.O.D. terms are not acceptable as part of a bid proposal and will be cause for rejection of a bid.

- 4.4 TAX CHARGES** - The State of New Jersey is exempt from State sales or use taxes and Federal excise taxes. Therefore, price quotations must not include such taxes. The State's Federal Excise Tax Exemption number is 22-75-0050K.

- 4.5 PAYMENT TO VENDORS** - Payment for goods and/or services purchased by the State will only be made against State Payment Vouchers. The State bill form in duplicate together with the original Bill of Lading, express receipt and other related papers must be sent to the consignee on the date of each delivery. Responsibility for payment rests with the using agency which will ascertain that the contractor has performed in a proper and satisfactory manner in accordance with the terms and conditions of the award. Payment will not be made until the using agency has approved payment.

For every contract the term of which spans more than one fiscal year, the State's obligation to make payment beyond the current fiscal year is contingent upon legislative appropriation and availability of funds.

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 utilizing 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 MasterCard. For more information, call your bank or any merchant services company.

- 4.6 NEW JERSEY PROMPT PAYMENT ACT** - The New Jersey Prompt Payment Act N.J.S.A. 52:32-32 et seq. requires state agencies to pay for goods and services within sixty (60) days of the agency's receipt of a properly executed State Payment Voucher or within sixty (60) days of receipt and acceptance of goods and services, whichever is later. Properly executed performance security, when required, must be received by the state prior to processing any payments for goods and services accepted by state agencies. Interest will be paid on delinquent accounts at a rate established by the State Treasurer. Interest will not be paid until it exceeds \$5.00 per properly executed invoice.

Cash discounts and other payment terms included as part of the original agreement are not affected by the Prompt Payment Act.

**4.7 RECIPROCITY** - In accordance with N.J.S.A. 52:32-1.4 and N.J.A.C. 17: 12- 2. 13, the State of New Jersey will invoke reciprocal action against an out-of-State bidder whose state or locality maintains a preference practice for their bidders.

**5. CASH DISCOUNTS** - Bidders are encouraged to offer cash discounts based on expedited payment by the State. The State will make efforts to take advantage of discounts, but discounts will not be considered in determining the lowest bid.

- a. Discount periods shall be calculated starting from the next business day after the recipient has accepted the goods or services received a properly signed and executed State Payment Voucher form and, when required, a properly executed performance security, whichever is latest.
- b. The date on the check issued by the State in payment of that Voucher shall be deemed the date of the State's response to that Voucher.

**6. STANDARDS PROHIBITING CONFLICTS OF INTEREST** - The following prohibitions on vendor activities shall apply to all contracts or purchase agreements made with the State of New Jersey, pursuant to Executive Order No. 189 (1988).

- a. No vendor shall pay, offer to pay, or agree to pay, either directly or indirectly, any fee, commission, compensation, gift, gratuity, or other thing of value of any kind to any State officer or employee or special State officer or employee, as defined by N.J.S.A. 52:13D-13b and e., in the Department of the Treasury or any other agency with which such vendor transacts or offers or proposes to transact business, or to any member of the immediate family, as defined by N.J.S.A. 52:13D-13i., of any such officer or employee, or partnership, firm or corporation with which they are employed or associated, or in which such officer or employee has an interest within the meaning of N.J.S.A. 52: 13D-13g.
- b. The solicitation of any fee, commission, compensation, gift, gratuity or other thing of value by any State officer or employee or special State officer or employee from any State vendor shall be reported in writing forthwith by the vendor to the Attorney General and the Executive Commission on Ethical Standards.
- c. No vendor may, directly or indirectly, undertake any private business, commercial or entrepreneurial relationship with, whether or not pursuant to employment, contract or other agreement, express or implied, or sell any interest in such vendor to, any State officer or employee or special State officer or employee or special State officer or employee having any duties or responsibilities in connection with the purchase, acquisition or sale of any property or services by or to any State agency or any instrumentality thereof, or with any person, firm or entity with which he is employed or associated or in which he has an interest within the meaning of N.J.S.A. 52: 130-13g. Any relationships subject to this provision shall be reported in writing forthwith to the Executive Commission on Ethical Standards, which may grant a waiver of this restriction upon application of the State officer or employee or special State officer or employee upon a finding that the present or proposed relationship does not present the potential, actuality or appearance of a conflict of interest.
- d. No vendor shall influence, or attempt to influence or cause to be influenced, any State officer or employee or special State officer or employee in his official capacity in any manner which might tend to impair the objectivity or independence of judgment of said officer or employee.
- e. No vendor shall cause or influence, or attempt to cause or influence, any State officer or employee or special State officer or employee to use, or attempt to use, his official position to secure unwarranted privileges or advantages for the vendor or any other person.

f. The provisions cited above in paragraph 6a through 6e shall not be construed to prohibit a State officer or employee or Special State officer or employee from receiving gifts from or contracting with vendors under the same terms and conditions as are offered or made available to members of the general public subject to any guidelines the Executive Commission on Ethical Standards may promulgate under paragraph 6c.

## **7. NOTICE TO ALL BIDDERS SET-OFF FOR STATE TAX NOTICE**

Please be advised that, pursuant to P.L 1995, c. 159, effective January 1, 1996, and notwithstanding any provision of the law to the contrary, whenever any taxpayer, partnership or S corporation under contract to provide goods or services or construction projects to the State of New Jersey or its agencies or instrumentalities, including the legislative and judicial branches of State government, is entitled to payment for those goods or services at the same time a taxpayer, partner or shareholder of that entity is indebted for any State tax, the Director of the Division of Taxation shall seek to set off that taxpayer's or shareholder's share of the payment due the taxpayer, partnership, or S corporation. The amount set off shall not allow for the deduction of any expenses or other deductions which might be attributable to the taxpayer, partner or shareholder subject to set-off under this act.

The Director of the Division of Taxation shall give notice to the set-off to the taxpayer and provide an opportunity for a hearing within 30 days of such notice under the procedures for protests established under R.S. 54:49-18. No requests for conference, protest, or subsequent appeal to the Tax Court from any protest under this section shall stay the collection of the indebtedness. Interest that may be payable by the State, pursuant to P.L. 1987, c.184 (c.52:32-32 et seq.), to the taxpayer shall be stayed.