



Request for Proposal 09-X-20228

For: CLOTHING, REGIONAL VINELAND DEVELOPMENTAL CENTER

Event	Date	Time
Bidder's Electronic Question Due Date (Refer to RFP Section 1.3.1 for more information.)	05/14/08	5:00 PM
Mandatory Pre-bid Conference	N/A	
Mandatory Site Visit	N/A	
Bid Submission Due Date (Refer to RFP Section 1.3.2 for more information.)	05/28/08	2:00 PM

Dates are subject to change. All changes will be reflected in Addenda to the RFP posted on the Division of Purchase and Property website.

Small Business Set-Aside (Refer to RFP Section 4.4.2.2 for more information.)	Status <input checked="" type="checkbox"/> Not Applicable	Category <input type="checkbox"/> I
	<input type="checkbox"/> Entire Contract	<input type="checkbox"/> II
	<input type="checkbox"/> Partial Contract	<input type="checkbox"/> III
	<input type="checkbox"/> Subcontracting Only	

RFP Issued By

Using Agencies

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

Vineland Developmental Center

Date: 04/24/08

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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 Vineland Developmental Center. The purpose of this RFP is to solicit bid proposals for Clothing, Regional.

The intent of this RFP is to award contracts to those responsible bidders whose bid proposals, conforming to this RFP are most advantageous to the State, price and other factors considered. However, the State reserves the right to separately procure individual requirements that are the subject of the contract during the contract term, when deemed by the Director to be in the State's best interest.

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

1.2 BACKGROUND

This is a reprourement of the **Clothing, Regional Vineland Developmental Center** term contract, presently due to expire on **June 30, 2008**. Bidders who are interested in the current contract specifications and pricing information may review the current contract T0059 at <http://www.state.nj.us/treasury/purchase/contracts.htm>.

1.3 KEY EVENTS

1.3.1 ELECTRONIC QUESTION AND ANSWER PERIOD

The Purchase Bureau will accept questions and inquiries from all potential bidders electronically via web form. To submit a question, please go to Current Bid Opportunities webpage or to <http://ebid.nj.gov/QA.aspx>

Questions should be directly tied to the RFP and asked in consecutive order, from beginning to end, following the organization of the RFP. Each question should begin by referencing the RFP page number and section number to which it relates.

Bidders are not to contact the Using Agency directly, in person, by telephone or by email, concerning this RFP.

The cut-off date for electronic questions and inquiries relating to this RFP is indicated on the cover sheet. Addenda to this RFP, if any, will be posted on the Purchase Bureau website after the cut-off date (see Section 1.4.1. of this RFP for further information.)

1.3.2 SUBMISSION OF BID PROPOSAL

In order to be considered for award, the bid proposal must be received by the Purchase Bureau of the Division of Purchase and Property at the appropriate location by the required time. **ANY BID PROPOSAL NOT RECEIVED ON TIME AT THE LOCATION INDICATED BELOW WILL BE REJECTED. THE DATE AND TIME IS INDICATED ON THE COVER SHEET. THE LOCATION IS AS FOLLOWS:**

BID RECEIVING ROOM - 9TH FLOOR
PURCHASE BUREAU
DIVISION OF PURCHASE AND PROPERTY
DEPARTMENT OF THE TREASURY
33 WEST STATE STREET, P.O. BOX 230
TRENTON, NJ 08625-0230

Directions to the Purchase Bureau can be found at the following web address:
<http://www.state.nj.us/treasury/purchase/directions.htm>.

Note: Bidders using USPS Regular or Express mail services should allow additional time since USPS mail deliveries are not delivered directly to the Purchase Bureau.

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

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

1.4 ADDITIONAL INFORMATION

1.4.1 ADDENDA: REVISIONS TO THIS RFP

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

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

HTTP://WWW.STATE.NJ.US/TREASURY/PURCHASE/BID/SUMMARY/BID.SHTML.

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

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

1.4.2 BIDDER RESPONSIBILITY

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

1.4.3 COST LIABILITY

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

1.4.4 CONTENTS OF BID PROPOSAL

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

A bidder may designate specific information as not subject to disclosure when the bidder has a good faith legal/factual basis for such assertion. The State reserves the right to make the determination and will advise the bidder accordingly. The location in the bid proposal of any such designation should be clearly stated in a cover letter. **The State will not honor any attempt by a bidder either to designate its entire bid proposal as proprietary and/or to claim copyright protection for its entire proposal.**

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

All bid proposals, with the exception of information determined by the State or the Court to be proprietary, are available for public inspection. Interested parties can make an appointment with the Purchase Bureau to inspect bid proposals received in response to this RFP.

1.4.5 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 from being made to the bidder.

1.4.6 BID ERRORS

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

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

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

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

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

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

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

1.4.7 JOINT VENTURE

If a joint venture is submitting a bid proposal, the agreement between the parties relating to such joint venture should be submitted with the joint venture's bid proposal. Authorized signatories from each party comprising the joint venture must sign the bid proposal. A separate Ownership Disclosure Form, Disclosure of Investigations and Actions Involving Bidder, Affirmative Action Employee Information Report, MacBride Principles Certification, and Business Registration or Interim Registration must be supplied for each party to a joint venture.

1.5 PRICE LIST AND/OR CATALOG PRICING

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

2.0 DEFINITIONS

2.1 GENERAL DEFINITIONS

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

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

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

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

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

Contractor - The contractor is the bidder awarded a contract.

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

Division - The Division of Purchase and Property.

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

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

Request for Proposal (RFP) - This document, which establishes the bidding and contract requirements and solicits bid proposals to meet the purchase needs of [the] Using Agency[ies], as identified herein.

Shall or Must - Denotes that which is a mandatory requirement.

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

State - State of New Jersey

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

3.0 COMMODITY DESCRIPTION/SCOPE OF WORK

This RFP solicits bid proposals for apparel products. Executive Order #20, issued by Governor James E. McGreevey on June 11, 2002, states purchases 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.

This RFP is divided into ten categories. Each category consists of specific items as listed below:

Category 1 – Sportswear (Lines 00001 through 00011 “MADE IN USA”)
(Lines 00051 through 00061 “MADE OUTSIDE USA”)

Dresses, Pantsuits, Slacks, Shorts, Rompers, Jeans, Jumpsuits, short sets, skirt sets, culottes and capri pants

Category 2 – Undergarments (Lines 00012 through 00016 “MADE IN USA”)

(Lines 000 62 through 00066 "MADE OUTSIDE USA")

Panties, Slips, Undershirts, Brassieres and Thermal Underwear

Category 3 – Coats (Lines 00017 through 00023 "MADE IN USA")
(Lines 00067 through 00073 "MADE OUTSIDE USA")

Coats, Jackets, Windbreakers, Raincoats, Ski Coats, Capes and Dress Coats

Category 4 – Shirts (Lines 00024 through 00026 "MADE IN USA")
(Lines 00074 through 00076 "MADE OUTSIDE USA")

Sweaters, Pullover Tops, and Blouses

Category 5 – Sleepwear (Lines 00027 through 00029 "MADE IN USA")
(Lines 00077 through 00079 "MADE OUTSIDE USA")

Sleeper Nightgowns, Bathrobes, and Pajamas

Category 6 – Rainwear (Lines 00030 through 00033 "MADE IN USA")
(Lines 00080 through 00083 "MADE OUTSIDE USA")

Coat, Cape, Poncho with Hood, Rain Boots

Category 7 – Footwear (Lines 00034 through 00041 "MADE IN USA")
(Lines 00084 through 00091 "MADE OUTSIDE USA")

Sandals, Oxfords, High tops, Loafers, Sneakers, Moccasins, Slippers, and Slipper Socks

Category 8 – Swimwear (Lines 00042 through 00043 "MADE IN USA")
(Lines 00092 through 00091 "MADE OUTSIDE USA")

Bathing Suits, Swim cover-ups

Category 9 – Accessories (Lines 00044 through 00049 "MADE IN USA")
(Lines 00094 through 00099 "MADE OUTSIDE USA")

Hats, Scarves, Gloves, Socks, Purses, and Bibs

Category 10 – Formalwear (Line 00050 "MADE IN USA")
(Line 00100 "MADE OUTSIDE USA")

Gowns

3.1 MEASUREMENTS/FITTINGS

Contractors will be required to drive to facility several times during the contract period to set up a store at the facility for the residents to shop. Contractors are also required to fit the residents both on and off campus, as requested by the using agency. There will be no exceptions to this provision.

Contractor must exchange sizes or make alterations when requested by the using agency. There will be no exceptions to this provision.

3.2 SIZES/COLORS/STYLES

In order for the agency to meet their normalization goals, contractors must be able to supply a large assortment of colors and styles in each category bid. Pre-packed sizes are not acceptable. Bidders must be able to supply sizes requested.

The State has the right to inspect the bidder's premises to ascertain quality and style of merchandise.

3.3 DELIVERY

All deliveries must be made within fourteen (14) days of contractor's receipt of order.

Delivery of garments requiring fitting or alterations must identify the name of the individual(s) for whom they were ordered.

Deliveries of clothing ordered in bulk lots must be segregated according to the campus designated by Vineland Developmental Center.

3.4 TECHNICAL SPECIFICATIONS

To ensure delivery of clothing in a clean wearable condition, all garments must be packed in accordance with standard commercial practices.

The following specifications will apply to all categories requested:

1. SIZE RANGES

Misses	Sizes 8 to 20
Women	Sizes 34 to 44
Women	Sizes 46 to 52
Women Half Sizes	Sizes 12-1/2 to 26-1/2
Juniors & Teens	Sizes 3 to 15
Children's Dress	Sizes 3 to 16 Including half Sizes
Girls	Sizes 7 to 14 Including half Sizes
Junior Petite	Sizes 5 to 13
Girls Chubby	Sizes 8-1/2 to 16-1/2
Extra Tall Sizes	
Letter Sizes	Small, Medium, Large, XLarge 1X, 2X, 3X, 4X, 5X, and 6X

2. Labeling

Each garment shall have a permanent brand and size label which lists washing instructions.

3. Fiber Content

Garments shall be labeled as to fiber content in accordance with Federal Trade Commission's "Textile" Fiber Products Identification Act.

4. Quality

All garments must be first quality. Manufacturer's seconds or irregulars will not be acceptable.

5. Shrinkage

Maximum residual shrinkage shall not exceed 5 percent in either direction under institutional laundry temperatures (160 degrees f) and conditions.

6. Assortment

A large assortment of current styles is required.

7. Belts

Well made, self-material or other good quality type. When this is not practical, elastic waistbands are preferred, where available.

8. Buttons

Good commercial quality.

9. Buttonholes

Must be of good quality, well made, non-raveling.

10. Zippers

Good quality, easy operating, no nylon zippers.

11. Seams

A minimum of one-half inch.

12. Trimmings

There shall be a minimum amount, if any, of lace and decorative fancy trimmings. When used, they shall be of good quality, securely attached, capable of withstanding institutional laundering.

13. Colors and Patterns

Solid colors, small prints, stripes, plaids, polka dots in current fashion.

CATEGORY 1 – Sportswear

SCOPE

This category covers general information and requirements for contract purchases of assorted dresses (street wear) pantsuits, slacks, shorts, rompers, jeans and jumpsuits of various sizes to be worn by residents at the Vineland Developmental Center.

Assorted dressy and tailored styles such as shirtwaist, A-line, coatdress, princess, straight skirt, two-piece dresses, etc.; front or back closing. Fitted, semi-fitted, or straight style at agency request. Styles must be suitable to size and age group specified by agency.

Commonly used modern fabrics such as mercerized chambray, sport denim, woven cord, polished cotton and polyester double knits, also cotton blended with synthetic fibers. Must offer an assortment of both knit and woven fabrics. All fabrics must be a permanent press, wrinkle resistant. No bonded knits.

Washability washfast, sanforized or equal, maximum shrinkage 5%. Dresses must be made of permanent press, wrinkle resistant fabrics, capable of withstanding institutional launderings.

Necklines with or without collars; assorted necklines such as "V" neck, jewel neck, scoop neck, square neck, etc.

Sleeves long without cuffs. Short and sleeveless (sleeveless summer only), with a minimum of self-material hemmed under or turned up.

Hem – a minimum of two inches, blind attached.

Skirts assorted styles such as: Shirred, flared, pleated, or gored with a minimum of 2-inch hem.

Dress styles, casual/sport (misses and women) various sizes. These dresses are primarily for everyday wear and must be of the best type known as "daytime," "casual," or "sport." Dresses must be current styles, colors and fabrics. Sun dresses, halters, narrow straps, etc., will be acceptable in season.

Assorted styles such as shift, step-in, coast dress, etc., front or back closing, long front zippers or button closing; with or without pockets; no belts, beltless; semi-fitted or straight styles. Styles must be suitable for size and age group specified by agency with a minimum of 2 inch hem.

Children's various above size ranges shall be neat, current styles suitable for street and school wear. Shall include styles such as straight, tailored, and princess. May be with or without pockets; without sashes or belts; with or without collars; front or back closings; set in sleeves with a minimum of 2 inch blind-stitched hem.

Pant suit/jumpsuit styles (misses, women and girls various size ranges) Shall be assorted current styles of tailored (to be worn with blouse), dress styles (to be worn without blouse) and jumpsuits suitable for street wear as specified in bid proposal Tailored styles shall have well-constructed jackets such as blazer style, battle jacket or other style jackets. Dress style pantsuits may be with or without pockets and have back or front closing. Jumpsuits may be included at agency request; 90 % with elastic waist; 10% with zippers. Styles must be suitable to size and age group specified by agency.

Acceptable styles with or without collars, assorted necklines such as "V" neck or scooped neck; pants shall be pull on with elastic or tailored with waistband and belt loops; slight flare or straight leg; cuffed or cuffless.

Sleeves long, short, or sleeveless (summer only). Can be cuffed or finished in the proper fashion.

Materials crease resistant durable press. Wovens and polyester double knit.

Hem shall be 1-1/2" to 2".

Slacks, shorts, short sets skirt sets, culottes, and Capri pants.

First quality no seconds or irregulars.

Materials:

Woven blends (65/35) polyester-cotton or nylon cotton, polyester/other synthetic fiber blends. All fabrics must be machine washable and dryable, shrink resistant, permanent press and capable of withstanding institutional launderings. Also 100% double knits capable of withstanding institutional launderings.

Styles:

Assorted current styles; fitted or pull-on with and without pockets, double knit pull-on style with 1-1/2" – 2" wide heat resistant, no roll elastic waistband; front, back or size zipper.

Blue jeans – material shall be 10-11-1/2 oz. twill denim, cotton, or polyester/cotton blend style, western with modified flare; or with no-roll elastic waistband with heavy duty zipper fly closure with snap at waist, 7 belt loops, western style back yoke, 2 riveted swing side pockets, 2 riveted back pockets.

CATEGORY 2 – Undergarments

SCOPE

This category covers general information and requirements for contract purchases of assorted undergarments women and girls panties, slips, undershirts, brassieres, pantyhose and knee-hi stockings. Various undergarments to be worn by residents at Vineland Developmental Center.

Panty styles to include:

- Rib knit leg band
- Elastic leg band
- Hemmed leg band
- Straight leg band

Colors: White, solid shades, or prints

Panty size: women: 5 – 14
Children 2 – 14

Labeling: garments shall be labeled with size and care instructions.

Brassieres – Women: Shall be two (2) types, four (4) styles 100% cotton or 65/35%

Styles: crisscross, support, sport, stretch, strapless, long-line, front closure bras, posture bras, and wide strap.

All brassieres shall have permanent label as to the size and care instructions.

Slips: first quality only, seconds or irregulars will not be accepted. Styles will be full slips, half-slips, and grow styles slips. Colors: beige and white.

Fabric shall include nylon tricot, 100% cotton, and polyester cotton blends.

All garments must be properly cut and sewn in good commercial standards.

Sizes: children 6 to 16; women 32 to 48. Small, Medium, Large, and Extra Large.

Undershirts: women's vest type, cotton, poly/cotton. Adult sizes 32 to 48 white only. Children's size 10 to 16.

CATEGORY 3 – Coats

SCOPE

This category covers general information and requirements for contract purchases of women and girls assorted coats, jackets, ski jackets and windbreakers of various sizes to be worn by residents at the Vineland Developmental Center.

Quality

All coats must be first quality, no seconds or irregulars will be accepted.

Trimmings

There shall be a minimum amount, if any, of decorative fancy trimmings. When used, they shall be good quality and securely attached.

Color

Current seasonal colors in plaids, check, patterns, and solids.

Lining

Good quality rayon satin, rayon twill, acetate taffeta, quilted rayon, or acrylic pike. Must be washable.

Buttons

Good quality shank type or stemmed.

Buttonholes

Well made, non-raveling, double stitched.

Styles

Assorted current styles, straight or A-line. Full or pant length, jackets, windbreakers, all weather.

CATEGORY 4 – Shirts

SCOPE

This category covers general information and requirements for contract purchases of assorted sweaters, blouses and pull-over tops to be worn by residents at the Vineland Developmental Center.

Styles

Shells, tunic tops, tank tops, and polo shirts. Collar or collarless, v-neck, scoop, turtleneck, and crew neck. Short or $\frac{3}{4}$ length sleeve. No zippers or self-buttons. Buttons or snap front blouses.

First quality only, no seconds or irregulars will be accepted.

Cardigan style, button front, no cuffs.

All garments including sewing thread and buttons must withstand institutional laundering. Minimum shrinkage must not exceed 5% in either direction.

Sizes will be girls 6 to 16; women 32 to 56. Small, Medium Large, and Extra Large.

A large assortment of styles and colors is required.

CATEGORY 5 – Sleepwear

SCOPE

This category covers general information and requirements for contract purchases of assorted sleepwear to include sleepers, nightgowns, bathrobes, and pajamas to be worn by residents at the Vineland Developmental Center.

Bathrobes, sleepwear – Women and Girls

All first quality, no seconds or irregulars will be accepted.

All garments will have snap front closure. Snaps will be rust-proof and securely attached.

All garments, including snaps and sewing threads, must withstand institutional laundering. Summer style must be permanent press and wrinkle free.

A large assortment of styles, patterns, and colors is required.

Sizes will be girls 6 to 16; women 32 to 48.

Sleepwear

Styles to include pajamas, nightgowns (waltz length), and baby dolls. Slip on style only, no buttons.

Sizes will be girls 6 to 16, misses & women Small, Medium, Large, and Extra Large.

All garments including trim, if any, and sewing thread must withstand institutional laundering.

A large selection of styles, colors, and pattern is desired (wrinkle resistant and permanent press).

NOTE: Children's sleepwear must meet Federal standards for flammability.

CATEGORY 6 – Rainwear

SCOPE

This category covers general information and requirements for contract purchases of assorted rainwear and rain boots of various sizes to be worn by residents at the Vineland Developmental Center.

Rainwear – Women & Girls

Styles shall be coat, cape, or poncho with hood.

Garments with snaps are preferred. Snaps must be securely attached and rust-proof.

All garments must be first quality, properly sewn, and bar tacked at points of strain. No raw or pinked edges.

Must be able to withstand institutional laundering. Shrinkage not to exceed 5%.

Sizes shall be Small, Medium, Large, and Extra Large.

A large assortment of colors is desired to meet the agency's normalization goals.

Rain boots – Women and Girls

First quality only, seconds or irregulars will not be accepted.

Styles – Both over the shoe and without shoes are required. Styles with heels will not be acceptable. Shoe style must be lined and properly constructed to give good support. Pullover or snaps only, no zippers.

All boots must be waterproof, heavy gauge material and able to withstand severe wear. Lightweight items will not be considered.

Sizes: Girls 10 to 4-1/2; Women 5 to 12. Widths B through EEE. Wide calf style.

Colors to include brown, black, yellow, red, and blue.

Contractor must properly fit our residents to assure comfort and ease of putting on and removing boots. Boots not properly fitted will be returned for exchange at the contractor's expense.

CATEGORY 7 – Footwear

SCOPE

This category covers general information and requirements for contract purchase of assorted footwear to be worn by residents of the Vineland Developmental Center. Styles shall include oxfords, sandals, high tops, loafer pods, canvas and nylon sneakers, moccasins, slippers, and slipper socks.

First quality only, seconds or irregulars will not be accepted.

Uppers: leather, manmade materials including nylon or canvas as required by irons thick.

All shoes must be made in accordance with industry acceptable constructions for the styles of the shoe, satisfactory performance, and foot comfort.

Contractor will be required to properly measure and fit all shoes to insure proper fit and maximum comfort. Contractor must exchange at no cost any shoes that are not properly fitted.

Sizes: Girls 10 to 4-1/2; Women 5 to 12. Widths B through EEE.

CATEGORY 8 – Swimwear

SCOPE

This category covers general information and requirements for contract purchases of assorted swimwear, bathing suits, and swim cover-ups for residential of Vineland Developmental Center.

Bathing Suits – Women & Girls

First quality only, second or irregulars will not be accepted.

Styles – one and two-piece (no bikinis) – mallets, boy legs or swim dresses. Straight, rounded, scoop, or halter necklines.

Fabric – knit nylon and spandex with good stretch characteristics.

Construction – lined crotch, elasticized leg openings, inner bra for larger girls and women.

Sizes: Girls 7 to 14 including teen sizes; Misses 10 to 18; Women 38 to 46.

Assortment must be current styles in colors and prints.

All garments must be washable and quick drying. Swim cover-ups to be terry or poly/cotton knit. Assorted sizes Small, Medium, Large, Extra Large and XX Large.

Assorted colors and white.

CATEGORY 9 – Accessories

SCOPE

This category covers general information and requirements for contract purchases to cover accessories for women and girls. This will include scarves, gloves, handbags, hats, and bibs.

Hats – knit hats, machine wash and dry, one size to fit all.

Scarf hats – assorted colors (combination hat with attached scarf), one size to fit all.

Mittens – machine wash and dry, one size to fit all

Isotoner slippers – children and women sizes

Scarves, handbags, socks, etc., these items are requested to maintain a normalization of dress required to the residents of Vineland Developmental Center.

Bibs: Terry cloth material

Weight of terry cloth- 10 oz. per linear yard

Gauge of vinyl – 5 ml

Fabric – 54/55" wide

Fiber Content – 75% cotton/25% polyester (loop is cotton on face of bib)

Measurements:

Width – 15-3/4"

Length from top – 32"

Length from neck – 25-1/4"

All bibs must have binding and snap back closure

CATEGORY 10 – Formalwear

SCOPE

This category covers general information and requirements for contract purchases for special occasions for the women and girls at Vineland Developmental Center.

This is to include gowns, floor length, tea length, regular length.

Sizes as specified above. All formalwear is to be included under this category.

Care instructions will be according to item.

4.0 BID PROPOSAL PREPARATION AND SUBMISSION

4.1 GENERAL

The bidder is advised to thoroughly read and follow all instructions contained in this RFP, including the instructions on the RFP's signatory page, in preparing and submitting its bid proposal.

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

4.2 BID PROPOSAL DELIVERY AND IDENTIFICATION

In order to be considered, a bid proposal must arrive at the Purchase Bureau in accordance with the instructions on the RFP signatory page <http://www.state.nj.us/treasury/purchase/bid/summary/09x20228.shtml>. Bidders are cautioned to allow adequate delivery time to ensure timely delivery of bid proposals. **State regulation mandates that late bid proposals are ineligible for consideration. THE EXTERIOR OF ALL BID PROPOSAL PACKAGES ARE TO BE LABELED WITH THE BID IDENTIFICATION NUMBER AND THE FINAL BID OPENING DATE OR RISK NOT BEING RECEIVED IN TIME.**

4.3 NUMBER OF BID PROPOSAL COPIES

The bidder must submit **one (1) complete ORIGINAL bid proposal**, clearly marked as the "ORIGINAL" bid proposal. The bidder should submit **one (1) full, complete and exact copies** of the original. The copies requested are necessary in the evaluation of the bid proposal. A bidder failing to provide the requested number of copies will be charged the cost incurred by the State in producing the requested number of copies. It is suggested that the bidder make and retain a copy of its bid proposal.

A bidder failing to provide the requested number of copies will be charged the cost incurred by the State in producing the requested number of copies. It is suggested that the bidder make and retain a copy of its bid proposal.

4.4 BID PROPOSAL CONTENT

4.4.1 FORMS THAT MUST BE SUBMITTED WITH BID PROPOSAL

4.4.1.1 SIGNATORY PAGE

The bidder shall complete and submit the Signatory page provided on the Advertised Solicitation, Current Bid Opportunities webpage <http://www.state.nj.us/treasury/purchase/bid/summary/09x20228.shtml>. The Signatory page shall be signed by an authorized representative of the bidder. If the bidder is a limited partnership, the Signatory page must be signed by a general partner. If the bidder is a joint venture, the Signatory page must be signed by a principal of each party to the joint venture. Failure to comply will result in rejection of the bid proposal.

4.4.1.2 OWNERSHIP DISCLOSURE FORM

In the event the bidder is a corporation, partnership or sole proprietorship, the bidder must complete the attached Ownership Disclosure Form. A current completed Ownership Disclosure Form must be received prior to or accompany the bid proposal. Failure to do so will preclude the award of a contract.

The Ownership Disclosure Form is located on the Advertised Solicitation, Current Bid Opportunities webpage <http://www.state.nj.us/treasury/purchase/bid/summary/09x20228.shtml>.

4.4.1.3 DISCLOSURE OF INVESTIGATIONS/ACTIONS INVOLVING BIDDER

The bidder shall provide a detailed description of any investigation, litigation, including administrative complaints or other administrative proceedings, involving any public sector clients during the past five years including the nature and status of the investigation, and, for any litigation, the caption of the action, a brief description of the action, the date of inception, current status, and, if applicable, disposition. The bidder shall use the Disclosure of Investigations and Actions Involving Bidder form located on the Advertised Solicitation, Current Bid Opportunities webpage <http://www.state.nj.us/treasury/purchase/bid/summary/09x20228.shtml>.

4.4.2 PROOFS OF REGISTRATION THAT MUST BE SUBMITTED WITH THE BID PROPOSAL

4.4.2.1 BUSINESS REGISTRATION CERTIFICATE FROM THE DIVISION OF REVENUE

FAILURE TO SUBMIT A COPY OF THE BIDDER'S BUSINESS REGISTRATION CERTIFICATE (OR INTERIM REGISTRATION) FROM THE DIVISION OF REVENUE WITH THE BID PROPOSAL MAY BE CAUSE FOR REJECTION OF THE BID PROPOSAL.

The bidder may go to www.nj.gov/njbgs to register with the New Jersey Division of Revenue or to obtain a copy of an existing Business Registration Certificate.

Refer to Section 1.1. of the NJ Standard Terms and Conditions version 07/27/07 located on the Advertised Solicitation, Current Bid Opportunities webpage <http://www.state.nj.us/treasury/purchase/bid/summary/09x20228.shtml>.

4.4.3 FORMS THAT MUST BE SUBMITTED BEFORE CONTRACT AWARD AND SHOULD BE SUBMITTED WITH THE BID PROPOSAL.

4.4.3.1 MACBRIDE PRINCIPLES CERTIFICATION

The bidder is required to complete the attached MacBride Principles Certification evidencing compliance with the MacBride Principles. The requirement is a precondition to entering into a

State contract. The MacBride Principles Certification Form is located on the Advertised Solicitation, Current Bid Opportunities webpage:

<http://www.state.nj.us/treasury/purchase/bid/summary/09x20228.shtml>

4.4.3.2 AFFIRMATIVE ACTION

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

<http://www.state.nj.us/treasury/purchase/bid/summary/09x20228.shtml>.

4.4.4 SUBMITTALS

In addition to the above requirements, the bidder is encouraged to submit its 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.

4.4.4.1 BIDDER EXPERIENCE - DATA SHEETS

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

<http://www.state.nj.us/treasury/purchase/bid/summary/09x20228.shtml>.

4.4.4.2 SAMPLES/SAMPLE TESTING

The samples submitted must meet the specification requirements set forth in the RFP and must be representative of the product bid. Bid samples **for pricing lines 00001 through 00100** for evaluation and testing purposes are to be made available at no charge and delivered to **Vineland Developmental Center**, at the bidder's expense. The bidder must, within **ten (10)** working days following a request from the State, submit bid samples to the **Vineland Developmental Center**. Bid samples will not be returned. The Vineland Developmental Center will conduct laboratory tests to assure that the bid samples submitted **for pricing lines 00001 through 00100** 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 00100**. The testing results of the State are final.

4.4.5 FINANCIAL CAPABILITY OF THE BIDDER

Upon request, In order to provide the State with the ability to judge the bidder's financial capacity and capabilities to undertake and successfully complete the contract, the bidder should submit two years of certified financial statements that include a balance sheet, income statement and statement of cash flow, and all applicable notes for the most recent calendar year or the bidder's most recent fiscal year. If certified financial statements are not available, the bidder should provide either a reviewed or compiled statement from an independent accountant setting forth the same information required for the certified financial statements, together with a certification from the Chief Executive Officer and the Chief Financial Officer, that the financial statements and other information included in the statements fairly present in all material respects the financial condition, results of operations and cash flows of the bidder as of, and for, the periods presented in the statements. In addition, the bidder should submit a bank reference.

If the information is not supplied with the bid proposal, the State may still require the bidder to submit it. If the bidder fails to comply with the request within seven (7) business days, the State may deem the proposal non-responsive.

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

The State reserves the right to make the determination whether to accept the bidder's assertion of confidentiality and will advise the bidder accordingly.

4.4.6 PRICING

The bidder must submit its pricing using the format set forth in 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.

Each bidder is required to hold its prices firm for a period of **ninety (90)** days. Every effort will be made to award the contract prior to the time period set forth above.

4.4.7 METHOD OF BIDDING

The bidder is to place its percentage discount on the attached price sheets and attach its catalog/price list to the bid proposal.

5.0 SPECIAL CONTRACTUAL TERMS AND CONDITIONS

5.1 PRECEDENCE OF SPECIAL CONTRACTUAL TERMS AND CONDITIONS

The contract awarded as a result of this RFP shall consist of this RFP, addendum to this RFP, the contractor's bid proposal and the Division's Notice of Award.

Unless specifically stated within this RFP, the Special Contractual Terms and Conditions of the RFP take precedence over the NJ Standard Terms and Conditions version 07/27/07 located on the Advertised Solicitation, Current Bid Opportunities webpage:

<http://www.state.nj.us/treasury/purchase/bid/summary/09x20228.shtml>.

In the event of a conflict between the provisions of this RFP, including the Special Contractual Terms and the NJ Standard Terms and Conditions version 07/27/07, and any Addendum to this RFP, the Addendum shall govern.

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

5.2 CONTRACT TERM AND EXTENSION OPTION

The term of the contract shall be for a period of **one (1) year**. The anticipated "Contract Effective Date" is provided on the signatory page of this RFP: <http://www.state.nj.us/treasury/purchase/bid/summary/09x20228.shtml>. If delays in the procurement process result in a change to the anticipated Contract Effective Date, the bidder agrees to accept a contract for the full term of the contract. The contract may be extended for all

or part of **two (2)** 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.**

5.3 CONTRACT TRANSITION

In the event that a new contract has not been awarded prior to the contract expiration date, as may be extended herein, it shall be incumbent upon the contractor to continue the contract under the same terms and conditions until a new contract can be completely operational. At no time shall this transition period extend more than **ninety (90)** days beyond the expiration date of the contract.

5.4 CONTRACT AMENDMENT

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

5.5 CONTRACTOR'S WARRANTY

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

5.6 ITEMS ORDERED AND DELIVERED

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

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

5.7 REMEDIES FOR FAILURE TO COMPLY WITH MATERIAL CONTRACT REQUIREMENTS

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

5.8 MANUFACTURING/PACKAGING REQUIREMENTS

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

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

5.8.3 All products are to be packaged in sizes as specified in this RFP and shall be packaged in such a manner as to ensure delivery in first class condition and properly marked for identification. All shipments must be comprised of original cartons associated with the commercial industry represented by the actual product contained within each carton. Deliveries containing re-used, re-labeled, re-worked or alternate cartons are subject to rejection by the Using Agency at the contractor's expense.

5.9 CLAIMS

All claims asserted against the State by the contractor shall be subject to the New Jersey Tort Claims Act, N.J.S.A. 59:1-1.1, et seq., and/or the New Jersey Contractual Liability Act, N.J.S.A. 59:13-1, et seq.

5.10 CONTRACT ACTIVITY REPORT

In conjunction with the standard record keeping requirements of this contract, as required by in paragraph 3.19 of the NJ Standard Terms and Conditions version 07/27/07, located on the Advertised Solicitation, Current Bid Opportunities webpage <http://www.state.nj.us/treasury/purchase/bid/summary/09x20228.shtml>, contractor(s) must provide, on a calendar quarter basis, to the Purchase Bureau buyer assigned, a record of all purchases made under their contract award resulting for this Request for Proposal. This includes purchases made by all using agencies including the State and political sub-divisions thereof. This reporting requirement includes sales to State using agencies and, if permitted under the terms of the contract, sales to counties, municipalities, school districts, volunteer fire departments, first aid squads and rescue squads, and independent institutions of higher education. The requirement also includes sales to State and County Colleges and Quasi-State Agencies. Quasi-State Agencies include any agency, commission, board, authority or other such governmental entity which is established and is allocated to a State department or any bi-state governmental entity of which the State of New Jersey is a member.

This information must be provided in a tabular format such that an analysis can be made to determine the following:

- Contractor's total sales volume to each purchaser under the contract, subtotaled by product, including, if applicable, catalog number and description, price list with appropriate page reference and/or contract discount applied.
- Total dollars paid to subcontractors.

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

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

Failure to report this mandated information will be a factor in future award decisions.

5.11 PUBLIC WORKS CONTRACT-ADDITIONAL AFFIRMATIVE ACTION REQUIREMENT

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

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

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

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

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

6.0 PROPOSAL EVALUATION

6.1 EVALUATION CRITERIA

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

6.1.1 Price

6.1.2 Experience of the bidder

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

6.2 ORAL PRESENTATION AND/OR CLARIFICATION OF BID PROPOSAL

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

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

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

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

6.3 BID DISCREPANCIES

In evaluating bids:

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

7.0 CONTRACT AWARD

7.1 DOCUMENTS REQUIRED BEFORE CONTRACT AWARD

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

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

7.1.1.1 DEFINITIONS

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

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

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

7.1.1.2 BREACH OF TERMS OF THE LEGISLATION

It shall be a breach of the terms of the contract for the Business Entity to (i)make or solicit a contribution in violation of the Legislation, (ii)knowingly conceal or misrepresent a contribution given or received; (iii)make or solicit contributions through intermediaries for the purpose of concealing or misrepresenting the source of the contribution; (iv)make or solicit any contribution on the condition or with the agreement that it will be contributed to a campaign committee or any candidate of holder of the public office of Governor, or to any State or county party committee; (v)engage or employ a lobbyist or consultant with the intent or understanding that such lobbyist or consultant would make or solicit any contribution, which if made or solicited by the business entity itself, would subject that entity to the restrictions of the Legislation; (vi)fund contributions made by third parties, including consultants, attorneys, family members, and employees; (vii)engage in any exchange of contributions to circumvent the intent of the Legislation; or (viii)directly or indirectly through or by any other person or means, do any act which would subject that entity to the restrictions of the Legislation.

7.1.1.3 CERTIFICATION AND DISCLOSURE REQUIREMENTS

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

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

Award. Upon receipt of a Notice of Intent to Award a Contract, the intended awardee shall submit to the Division, in care of the Purchase Bureau Buyer, the Certification and Disclosure(s) within five (5) business days of the State's request. Failure to submit the required forms will preclude award of a contract under this RFP, as well as future contract opportunities.

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

7.1.1.4 STATE TREASURER REVIEW

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

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

Contractor is advised of its responsibility to file an annual disclosure statement on political contributions with the New Jersey Election Law Enforcement Commission (ELEC), pursuant to P.L. 2005, c. 271, section 3 if the contractor receives contracts in excess of \$50,000 from a public entity in a calendar year. It is the contractor's responsibility to determine if filing is necessary. Failure to so file can result in the imposition of financial penalties by ELEC. Additional information about this requirement is available from ELEC at 888-313-3532 or at www.elec.state.nj.us.

7.2 FINAL CONTRACT AWARD

One primary contract award and one secondary contract award per line item shall be made with reasonable promptness by written notice to that responsible bidder(s), whose bid proposal(s), conforming to this RFP, is(are) most advantageous to the State, price, and other factors considered. Any or all bid proposals may be rejected when the State Treasurer or the Director determines that it is in the public interest to do so.

7.3 INSURANCE CERTIFICATES

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

8.0 CONTRACT ADMINISTRATION

8.1 CONTRACT MANAGER

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

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

8.1.1 STATE CONTRACT MANAGER RESPONSIBILITIES

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

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

8.1.2 COORDINATION WITH THE STATE CONTRACT MANAGER

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

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.
 - o Yes
 - o 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

NOTARY PUBLIC