



Request for Proposal 09-X-20192

For: SHOES & CANVAS FOOTWEAR (MEN, WOMEN, BOYS & GIRLS)

Event	Date	Time
Bidder's Electronic Question Due Date (Refer to RFP Section 1.3.1 for more information.)	04/16/08	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.)	04/30/08	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 type="checkbox"/> Not Applicable	Category <input checked="" type="checkbox"/> I
	<input checked="" type="checkbox"/> Entire Contract	<input checked="" type="checkbox"/> II
	<input type="checkbox"/> Partial Contract	<input checked="" type="checkbox"/> III
	<input type="checkbox"/> Subcontracting Only	

RFP Issued By

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

Using Agencies

State of New Jersey
Cooperative Purchasing Members

Date: 03/25/08

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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 such, as indicated on page one of this document, eligibility to bid is limited to bidders (or subcontractors, as applicable) that meet statutory and regulatory requirements and have had their eligibility determined by the New Jersey Commerce, Economic Growth and Tourism Commission (Commerce). The definitions of each Small Business set-aside category can be found at N.J.A.C. 17:13-1.2 or N.J.A.C. 12A:10-1.2.

"Small Business" means a business that has its principal place of business in the State of New Jersey, is independently owned and operated, and has no more than 100 full-time employees.

The new program places Small Business into the following categories: (I) those with gross revenues up to \$500,000; (II) those with gross revenues of up to \$5 million; and (III) those with gross revenues that do not exceed \$12 million. While companies registered as having revenues below \$500,000 can bid on any contract, those earning more than the \$500,000 and \$5 million amounts will not be permitted to bid on contracts designated for revenue classifications below their respective levels.

Each business interested in bidding for this contract should provide, as part of its response to this solicitation, proof of its current registration as a qualifying Small Business with the New Jersey Commerce, Economic Growth and Tourism Commission. Any business that seeks to register as a Small Business is required to submit a fee 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 am and 5:00 pm at the address below:

NEW JERSEY COMMERCE, ECONOMIC GROWTH AND TOURISM 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 Various Using Agencies and Cooperative Purchasing Participants. The purpose of this RFP is to solicit bid proposals for Shoes and Canvas Footwear for Men, Women, Boys, and Girls.

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 **Shoes and Canvas Footwear (Men, Women, Boys, and Girls)** 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 T0051 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

Not applicable to this procurement.

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.

GENERAL SPECIFICATIONS FOR FOOTWEAR, DRESS AND CANVAS, MEN, WOMEN AND CHILDREN

3.1 GENERAL FOR ALL FOOTWEAR

3.1.1 All footwear must be first quality and workmanship will be first class.

3.1.2 The contractor will show, upon the request of a using agency, the contractor's line of footwear so that selections may be made.

3.1.3 Shipment shall be made only upon receipt of authorized purchase orders. There shall be no obligation to purchase any minimum or maximum quantity.

3.1.4 The contractor shall furnish upon request a trained shoe fitting consultant to advise State agencies on fitting problems, styles and sizes to carry in inventory to minimize surplus stocks. Measuring sticks shall also be furnished to each agency, free of charge, upon request.

3.1.5 Shoes offered are to comply with general requirements enclosed herewith. They shall be of good serviceable quality. The construction and workmanship are to be within current styles offered by the industry.

3.2 WARRANTY:

The contractor must replace, free of charge, any shoes delivered with defects or irregularities making them unfit for satisfactory use. All handling and transportation charges covering such replacements shall be the responsibility of the contractor.

3.3 PRODUCT IDENTIFICATION:

The bidder shall indicate the name of the manufacturer, sizes, and colors offered on the space provided on each price line on the price sheets of this RFP.

3.4 PACKING AND MARKING:

Each pair of shoes must have size and width stamped in indelible ink in lining and be packed in a pasteboard carton with size, width and name of manufacturer marked on outside.

3.5 CLASSIFICATION - GROUP I, MEN'S & BOYS

GROUP I, MEN & BOYS - MADE IN USA

Style A Dress and/or sport oxfords (navy type, moccasin toe, monk strap.)	Lines 0001 and 0004
Style B Desert boots - hush puppy	Lines 00002 and 00005
Style C Work, low blucher cut	Lines 00003 and 00006

GROUP II, WOMEN & GIRLS - MADE IN USA

Style A Dress oxfords	Lines 00007 and 00012
Style B Slip-ons, elastic side gore	Line 00008
Style C Loafers - penny style & high rise vamp	Line 00009
Style D Saddle oxfords	Line 00010
Style E Assorted dress styles	Lines 00011 and 00013

GROUP I, MEN & BOYS - MADE OUTSIDE USA

Style A Dress and/or sport oxfords (navy type, moccasin toe, monk strap.)	Lines 00038 and 00041
Style B Desert boots - hush puppy	Lines 00039 and 00042
Style C Work, low blucher cut	Lines 00040 and 00043

GROUP II, WOMEN & GIRLS - MADE OUTSIDE USA

Style A Dress oxfords	Lines 00044 and 00049
Style B Slip-ons, elastic side gore	Line 00045
Style C Loafers - penny style & high rise vamp	Line 00046

Style D Saddle oxfords	Line 00047
Style E Assorted dress styles	Lines 00048 and 00050

Composition Outersole, Minimum, 10 Irons thick.
 Leather Outersole, Minimum, 11 Irons thick.

3.6 SIZES

Men	Whole & half sizes 6 – 16	Widths - b-eee
Women	Whole & half size 5 – 13	Width n - w
Boys	Whole & half sizes 12-5	
Girls	Whole & half sizes 12-5	

3.7 APPLICABLE SPECIFICATIONS:

The following applicable, current federal specifications and federal standards shall form a part of this RFP specification.

ZZ-H-141	Heels, Rubber
KK-L-165	Leather, Cattle-hide, Vegetable-Tanned; And Soles, Leather
KK-2-231	Welting, Leather, Shoe

Federal standard 191 textile test methods
 Federal standard 601 sampling and testing
 Federal standard 311 sampling and testing

Copies of Federal specifications and Federal standards may be obtained from the Superintendent of Documents, Government printing office, Washington, D.C. 20402.

INSPECTION: The contractor shall thoroughly inspect the item specified herein for conformance with this specification, prior to delivery to the using agencies.

3.8 GENERAL SPECIFICATIONS GROUP I (STYLE A) DRESS & OXFORD (MEN'S & BOYS')

Description: Shoes are to be blucher oxford style with plain box toe, counter, full rubber heel, Goodyear welt construction, full leather lined quarter, and drill lined vamp. The outersole shall be composition or leather, as specified.

Material Leather For Uppers: Leather is to be best grade black or brown kip or calfskin, full-grain, smooth finish, 2 1/2 to 3 1/2 ounces in weight, and of uniform thickness and quality; or smooth finish, which shall be 4 to 4 1/2 ounces in weight and of uniform thickness and quality. The finish of the leather is to be a urethane or acrylic finish.

Leather For Quarter Lining: Leather is to be full-grain, smoother finished, and 2 1/2 or 3 ounces in weight or a finished split quarter lining of best quality in 2 1/2 ounces weight.

Outersole: The shoe shall have outersoles made of a composition with a specific gravity of 1.19 min., and abrasive index of 60 min. and a hardness of 30-34 giving good service. Thickness shall be 10 irons minimum. The type II shoes shall have outersoles, cut from vegetable-tanned bends made from cattle hides fully tanned and treated in conformance to Fed. Spec. KK-I-165, type III, class 2 of latest issue. Thickness shall be 11 irons minimum.

Bottom Filler: Bottom filler may be either thermoplastic or cold process type composed of heat quality cork granules and a suitable binder in proportions regularly used in the trade. The filler shall not soften at less than 125 degrees Fahrenheit, and shall be water resistant and flexible.

Innersoles: Innersoles shall be fine grade; cut from vegetable-tanned leather made from cattle hides, and shall be of the best fiber quality, suitable for the purpose. Innersoles cut from flexible split bonds or backs will be acceptable, provided they are of No. 1 quality known commercially as "A" grade. After evening and fleshing, innersoles shall gage not less than 4 irons in thickness. In lieu of the above, texon 437 - innersole or poron, (which will not disintegrate in water or by foot perspiration) minimum 4 irons in thickness, may be used.

Heels: Shall match the color of the shoes, and shall conform to Fed. Spec. ZZ-H-141, Type I, class 3 of latest issue. Abrasive index shall be not less than 50 for tan and black heels.

Heel Pads: Heel pads shall be cut from full-grain upper leather stock, sheepskin, or natural kip or calf, and shall have a weight (thickness) of 3 to 3 1/2 ounces. In lieu of the above, heel pads may be cut from processed leather, which shall have a weight of .030 minimum in thickness.

Welting: Welting shall conform to federal specification KK-2-231 of latest issue, and shall be at least 1/8" thick stitching of uppers, innersole, outsole, and lining to welting shall be substantial.

Shanks: The shanks shall consist of a 19-gauge single rib tempered steel attached to a fiberboard cover, and shaped to conform to the arch of the last. The length of the shank shall correspond to the number (size) of the shoes in accordance with commercial practice and shall extend three-fourth inch back of the heel breast.

Innersole Reinforcement: The innersole reinforcement shall be a cotton gem duck, 10 ounces (minimum) weight per square yard if it is channeled. In lieu of the above, if the insole is not channeled, a finished rib may be used which shall be a combination of coated fabric and fiberboard and shall be 15/64" plus or minimum 1/64" high with a minimum 5/8" in width, either prime process or the pools process.

Counters: The counters shall be made from polyethylene plastic. They shall be fully molded conforming to the lasts over which the shoes are made, and the finished counters shall be about 5/64 inch thick, and shall have a minimum-bursting load of 50 pounds. Each counter shall be stamped indelibly with the firm name or identifying trademark of the counter manufacturer. In lieu of the above the counters may be made from latex-impregnated, wet machine-board using sulphate process kraft fibers with a minimum thickness of 5 irons. They shall be fully molded conforming to the lasts under which the shoes are made, and which have a minimum-bursting load of 50 pounds. Each counter shall be stamped indelibly with the firm name or identifying trademark of the counter manufacturer.

Doublers: Single napped flannel doublers shall be used in the vamp and quarters. The doublers shall be exactly suitable for the shoe and shall stand up under wear. If 4 to 4 1/2 ounces side leather is used, a doubler is not necessary of a quarter.

Vamp Lining: The vamp lining is to be made from 10.38-ounce duck or 1.50-yard drill or twill. The color of the fabric shall be natural, unbleached or bleached, and shall be furnished with a minimum amount of sizing.

Tongue Lining: Shall be of good quality white wool felt with minimum of 35 percent pure wool.

Box Toes: The box toes shall be semi-hard pryoxilin type either activated or prepared. They shall be sized to adequately fit the shoe.

Backseam: The back seam shall be adequately constructed and reinforced with a backseam tape covering the entire length reinforcement are acceptable.

Laces: Laces are to be nylon, 1/4" wide, with a minimum of 95 lbs. breaking strength.

Workmanship: The shoes shall be clean, well made, well finished, and free from any defects which may affect appearance or serviceability.

Color: The shoes are to be black or brown, or as specified.

3.9 SPECIFICATIONS DRESS OXFORDS, MEN'S (NAVY LAST) (STYLE A GROUP I)

Style: Plain toe blucher oxford made on navy lasts.

Construction: Upper leather of chrome tanned hides, no less than 3/12 to 4 oz. leather. Toe lining to be no less than 1.75 drill or twill. Quarter lining 2/12 to 3 oz. Finished a split leather lining. Texon, bontex or equal insole 4-5 iron no mark composition sole. Commercial 4/8 plus base or 6/8 heels with good abrasion. welting to be 1/2 x 1/8. Number 146 invisible eyelets. Vamping thread to be of first quality nylon.

Color: As indicated on purchase order

3.10 SPECIFICATION DRESS OXFORDS, MEN'S - CREPE SOLE (STYLE A GROUP I)

Style: leather uppers, plain toe vamp; spun crepe outsole and heel.

Construction: quarter lining; fiber counter; texon or equal insole, stoms welt to heel breast; armstrong or equal cork filler; styreme box toe, five blind eyelets; 3-iron midsole; 18-iron outsole and heel, nylon thread stitched.

Color: as indicated on purchase order.

Rubber sole, oxford, moccasin toe, men's (Style A Group I)

Genuine cowhide uppers, smooth finish; 100% pure rubber with added neoprene stipple sole and heel.

Construction: same as the 6" high shoe specified except as follows: no rolled top facing but soft cream cowhide quarter and gusset lining.

3.11 SPECIFICATION MONK STRAP DRESS OXFORD, MEN'S - STYLE A GROUP I

Style: grain leather uppers; strap with buckle across strap

Construction: quarter lining; steel shank; spring rubber cushion on heel; cement 12-iron sole, injection molded; non-slip counter.

3.12 SPECIFICATION CASUAL SHOES, MENS, BOYS, WOMEN & GIRLS (HUSH PUPPY TYPE) – STYLES A AND B, GROUP I AND GROUP II)

Style: Oxfords and Slip-ons. Oxfords may be 2-eyelets or 3 eyelet and slip-ons may be boxer gore; hidden gore or plain toe vamp. There are to be a least five different styles for men, five different styles for women, three different styles for boys and three different styles for girls.

Leather Uppers: Brushed pigskin or split suede cowhide leather. Smooth leather uppers will also be acceptable.

Construction: Tempered steel shank; thorium counter-pocket; 3/4 vinyl or equal sock lining; lynflex combination texon/tuck or equal insole; 21 iron cushion crepe sole and heel on men's and boys' shoes; 15 iron cushion crepe sole and 24 iron cushion crepe heel on women's shoes.

Colors: Minimum of four colors. White not acceptable.

3.13 SPECIFICATION (STYLE C MEN'S & BOYS WORK SHOES - GROUP I)

Description: Shoes are to be blucher style with plain-box-toe and/or seamless quarters (preformed), 5 1/2 to 6 inches high measured from heel seat to top half-bellows tongue inside counter and counter-pocket full length outsole, full heel, substantial eyelets and hooks, and nylon shoelaces.

Material: Leather for uppers: Uppers are to be first quality retain, elk-finished cowhide or horsehide. Leather shall weigh not less than 5 ounces per square foot. No boney, loose, flanky or otherwise cut part will be accepted.

Leather for Tongue, Eyelet Facing, and Top Facing: leather shall be first quality split leather weighing not less than 3 ounces per square foot. The top facing shall not be less than 5/8 inch wide.

Outsoles: Outsoles shall be non-marking type made from heavy vulcanized cork 20 irons min. in thickness or prime double oak bend leather soles, 9 1/2 to 10 iron outsole with 5 1/2 to 6 iron leather midsole, as specified. Crepe sole, 3 iron midsole: 18 iron outsole and heel.

Heels: The heels shall be hole heels made from non-marking composition rubber, or heavy vulcanized cork. Heels shall be either 6/8 or 7/8 inch in thickness with a 1/64 inch tolerance. They are to be 13 nail-hole type.

Innersoles: The innersoles are to be texon, which will not disintegrate in water or by foot perspiration, min. 5 1/2 irons thick.

Innersole Reinforcement: the innersole reinforcement shall be a cotton gem duck, 10 ounces (min) weight per square yard; w/rib, pr 3/4 tape 8 oz/ sq yd (min) with rib. The reinforcement shall be securely bonded to the flesh side of the innersole.

Welting: The welting shall conform to Fed. Spec. KK-w231 and shall be min. 1/8 inch thick and 1/2 inch wide. The grain side of the welting may be lightly buffed. Welting shall match color of shoe.

Counters: Counters shall be lifeguard or equal, molded to conform to the lasts over which the shoes are made. The molded pieces shall be uniform to texture and finish.

Counterpockets: Counterpockets shall be made from, number one quality split leather weighing not less than 3 ounces per square foot.

Box Toes: The box toes shall meet MIL-SPEC MIL-B-41818 of latest issue.

Bottom Filler: The bottom filler shall be either thermoplastic or cold process type consisting of a suitable mixture of ground cork and a binder. The cork granules shall be of best quality, substantially free from any part of the outer layer of cork, and shall be of such size that substantially 100 percent shall pass through a no. 10 sieve and not more than 20 percent shall pass through a no. 40 sieve before combing. The rider shall be water-insoluble and flexible, with a minimum softening point of 125 degrees Fahrenheit.

Shank Combination, Shank Board And Tempered Steel Shank: Shank combination, shank board and steel shank shall meet Mil Spec. Mil-B-41818 of latest issue. The length of the shank shall correspond to the number (size) of the shoes in accordance with commercial practice and shall fill the heel seat cavity.

Nail - Heel Attaching: Heel shall be of steel cut of wire type, and of sufficient length to produce a 1/16 inch clinch on the insole.

Tacks: Heel seat lasting tacks, welt butting tacks and tacks for attaching shank shall be steel and of sufficient length to thoroughly attach the parts through which they are driven and keep the insole smooth on the inside.

Vamp Lining: The vamp lining is to be cut from 10 oz min/sq yd unbleached or bleached drill or twill.

Threads: The thread used in upper fitting shall be of first quality cotton or nylon using the proper size commonly used in commercial practice produce first quality sewing. The threads used for inseaming and goodyear stitching shall be of first quality thoroughly hot waxed.

Heel Pads and Cushions: Heel pads shall be cut from full grain upper leather stock, sheepskin, or natural kip or calf, and shall have a weight (thickness) of 3 to 3 1/2 ounces. Cushions will be 1/8 inch foam rubber. A good quality synthetic rubber cement shall be applied to the pads, completely covering the surface. They shall be inserted and pressed firmly into the heel seat at all points.

Laces: Laces are to be nylon, 1/4 in. wide with a minimum of 95 points breaking strength.

Finishing Material: Cement wax, stains, cleaners, polish, and indelible ink are to be of best quality.

Eyelets and Hooks: Shall be of commercial type commonly used in this type shoe. The barrels shall be of sufficient length to clinch smoothly and securely. They shall be finished with a corrosion preventative treatment.

Lasts: Shoes shall be made on lasts provided by the contractor.

Construction: Cutting uppers: Upper leather parts shall be cut from those portions of the side that will yield leather best suited for individual parts. Tongues shall be of strong fiber and shall not be hard or boney. No stretchy vamps will be accepted. No cut veins shall be

accepted in the vamps or in any other parts where service may be affected. Flesh cuts shall be avoided. No inferior leather shall be accepted in these shoes.

Skiving: All necessary parts shall be skived according to commercial practice for this type of shoe.

Upper Leather Fitting: The upper stitching shall be done with not less than 9 nor more than 12 stitches to the inch.

Counterpocket Fitting: The inside counterpocket shall be stitched to the quarters with two rows spaced approximately 1/16 inch between rows.

Top Facing Fitting: The top facing shall be sewn around the uppers with at least two rows of stitching. The front edges shall be secured under the top hook riveting.

Tongue and Eyelet Facing: Tongue and eyelet facing shall be stitched to the quarter with two rows. Tongue shall be stitched to the vamp grain side out, one row coming on the extreme edge of the tongue on the outside and one row on the extreme edge of the vamp on the inside.

Eyelets and Hooks: The eyelets and hooks shall be securely and smoothly clinched.

Lasting: The current sizes of uppers, innersoles, centers, and box toes shall be properly assembled and fitted for lasting. The box toes shall be dipped in good quality synthetic rubber cement with care taken that the cement does not cover the scarf at the breast of the box. The correct size box shall be inserted between the vamp doubler and the vamp lining. If the pryoxilin type box is used, it shall be properly conditioned before insertion.

Bottom Filling: The bottom filler shall be applied and firmly pressed into the insole channel around the toe, extending to the forward end of the shank with a uniform and even surface for sole laying. Any excess cavities between the shank and the insole rib at the heel portion shall be filled with bottom filler.

Work oxfords may be ordered to comply with this specification with the exception of height.

Boys work shoes and oxfords may be ordered to comply with this specification with the qualification of 12 irons minimum thickness for outsoles.

3.14 SPECIFICATION WORK SHOES, MEN'S (STYLE C - GROUP I)

Style: Elk uppers; tempered steel shank; blucher cut; fiber box toe.

Construction: Drill lined vamp; fiber counter; split leather counterpocket; texon or equal insole; one piece of seamless back; goodyear leather welt; cork filler; nickel or ballows tounge; smoothly sewed top inner reinforcement band. Upper leather; 5 1/2 to 6 oz. elk sole and heel; non-marking brown or 20 or 21 iron sole and heel or heavy cork 20 or 21 iron sole and rubber heel.

Colors: As indicated on purchase order

3.15 SPECIFICATION UTILITY OXFORD, GUM CREPE SOLE (STYLE A & C GROUP I) MOCCASIN TOE, MEN'S AND BOYS

Style: Construction, colors, sizes and widths of oxford shall be the same as the 6" high shoe specified except as follows:

No rolled top facing but soft cream cowhide quarter and gusset lining.

3.16 SPECIFICATION DRESS OXFORDS, WOMEN'S (STYLE A GROUP II)

Style: Gypsy tie with hard toe box; cabretta leather uppers and tip; steel shank; composition sole; fiber heel with rubber toplift.

Construction: White twill lined vamp fiber counter; sponge rubber heel-to-toe cushion with suitable sock lining; flannel backed vamp and quarter; gray kid grain quarter and tongue lining; gray reverse no-slip inside backstay; fiber filler with plastic or equal binder; five eyelets; 12/8 wood heel including a 3/16" composition rubber toplift; cement construction.

Color: black or as indicated on purchase order.

3.17 SPECIFICATION SLIP-ON ELASTIC GORE SHOE, WOMEN'S (STYLE B GROUP II)

Style: Cabretta uppers and front piece, plain toe; steel shank; comfort last with elastic inserts gore vamp; composition sole; fiber heel with rubber top lift.

Construction: White drill lined vamp; gray kid grain quarter lining; fiber counter; insole with suitable sock lining; flannel backed vamp and quarter; fiber filler with plastic or equal binder; 10/8 wood heel including 3/16" composition rubber top lift.

Color: Black or as indicated on purchase order.

3.18 SPECIFICATION LOAFERS, WOMEN'S (PENNY-STYLE) (STYLE C-GROUP II)

Style: Penny loafer style with moccasin (white) vamp. black glove leather uppers.

Construction: Skin fit lining; 5/8 heel; 10 iron mackay stitched sole.

Color: Black, brown or as indicated on purchase order.

3.19 SPECIFICATION LOAFERS, WOMEN'S (HIGH RISE VAMP) - (STYLE C GROUP II)

Style: Combination last black smooth leather uppers with moccasin stitched high-rise vamp.

Construction: 5/8 heel; 10-iron mackay stitched sole

Colors: Black, brown or as indicated on purchase order.

3.20 SPECIFICATION SADDLE OXFORDS, WOMEN'S (STYLE D - GROUP II)

Style: Smooth leather uppers; white and black or brown/white saddle: rubber sole

Construction: Steel shank; flexible construction; leather-lined quarters.

3.21 SPECIFICATION ASSORTED DRESS STYLES, WOMEN & GIRLS (STYLES E GROUP II):

Style: Assorted styles of all types leather and materials for dress up occasions.

Construction: Steel shank; flexible construction; leather-lined quarters. Industry acceptable construction suitable for the style of the shoe and satisfactory performance.

Colors: All colors

3.22 DETAILED CANVAS FOOTWEAR MEN, WOMEN, GIRLS & BOYS

The following standards and specifications shall form a part of this specification:

All athletic type footwear will be balanced general-purpose canvas of nylon uppers with rubber adhesive soles. Included is an item for men, women, girls and boys for a leather upper sneaker that is well made with proper support and durable.

Packing - Each pair to be boxed and labeled with size, style, and color.

3.22.1 CLASSIFICATION - GROUP III MEN & BOYS - MADE IN USA

	Colors	Line(s)
Style A - Sneakers, High Cut Basketball, Lace Up. Canvas uppers	Various	00014 and 00020
Style B - Sneakers, Low Cut Basketball, Lace Up. Canvas uppers	Various	00015 and 00021
Style C - Sneakers, All Purpose Low Cut Lace Up. Nylon upper	Various	00016 and 00022
Style D - Deck Shoe Men Slip On Canvas Upper	Various	00017
Style E - sneakers, low cut all purpose Sport Velcro closure	Various	00018 and 00023
Style F - Sneakers, Men Low Cut, Lace Up. Leather upper		00019 and 00024

CLASSIFICATION - GROUP III MEN & BOYS - MADE OUTSIDE USA

	Colors	Line(s)
Style A - Sneakers, High Cut Basketball, Lace Up. Canvas uppers	Various	00051 and 00057
Style B - Sneakers, Low Cut Basketball, Lace Up. Canvas uppers	Various	00052 and 00058
Style C - Sneakers, All Purpose Low Cut Lace Up. Nylon upper	Various	00053 and 00059
Style D - Deck Shoe Men Slip On Canvas Upper	Various	00054
Style E - sneakers, low cut all purpose Sport Velcro closure	Various	00055 and 00060
Style F - Sneakers, Men Low Cut, Lace Up. Leather upper		00056 and 00061

3.22.2 CLASSIFICATION - GROUP IV WOMEN & GIRLS - MADE IN USA

	Colors	Line(s)
Style A - Sneakers, High Cut Basketball, Lace Up. Canvas uppers	Various	00025 and 00032
Style B - Sneakers, Low Cut Basketball, Lace Up. Canvas upper	Various	00026 and 00033
Style C - Sneakers, All Purpose Low Cut Lace Up. Nylon upper	Various	00027 and 00034
Style D - Sneaker, Casual Slip-On. Canvas upper	Various	00028
Style E - Sneakers, Women/tennis casual lace up. Canvas upper	Various	00029 and 00035
Style F - Sneakers, Low Cut All Purpose Sport Velcro Closure	Various	00030 and 00037
Style G- Sneakers, Low Cut, Lace Up. Leather upper		00031 and 00036

CLASSIFICATION - GROUP IV WOMEN & GIRLS - MADE OUTSIDE USA

	Colors	Line(s)
Style A - Sneakers, High Cut Basketball, Lace Up. Canvas uppers	Various	00062 and 00069
Style B - Sneakers, Low Cut Basketball, Lace Up. Canvas upper	Various	00063 and 00070
Style C - Sneakers, All Purpose Low Cut Lace Up. Nylon upper	Various	00064 and 00071
Style D - Sneaker, Casual Slip-On. Canvas upper	Various	00065
Style E - Sneakers, Women/tennis casual lace up. Canvas upper	Various	00066 and 00072
Style F - Sneakers, Low Cut All Purpose Sport Velcro Closure	Various	00067 and 00074
Style G- Sneakers, Low Cut, Lace Up. Leather upper		00068 and 00073

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/09x20192.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.

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/09x20192.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/09x20192.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/09x20192.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/09x20192.shtml>.

[IF THE PROCUREMENT IS A SET-ASIDE, INCLUDE THE FOLLOWING SET-ASIDE SECTION]

4.4.2.2 SMALL BUSINESS SET-ASIDE CONTRACTS

This is a Set-Aside Contract for **Categories I, II, or III** for Small Businesses. The bidder must be registered as a qualifying small business with the New Jersey Commerce, Economic Growth and Tourism Commission (Commerce) by the date the bid is received and opened. Evidence that the bidder has registered with Commerce as a small business should be submitted with the bid proposal.

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

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

4.4.3.1 MACBRIDE PRINCIPLES CERTIFICATION

The bidder is required to complete the attached MacBride Principles Certification evidencing compliance with the MacBride Principles. The requirement is a precondition to entering into a State contract. The MacBride Principles Certification Form is located on the Advertised Solicitation, Current Bid Opportunities webpage:

<http://www.state.nj.us/treasury/purchase/bid/summary/09x20192.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/09x20192.shtml>

4.4.4 SUBMITTALS

4.4.4.1 BIDDER EXPERIENCE - DATA SHEETS

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

<http://www.state.nj.us/treasury/purchase/bid/summary/09x20192.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 thru 00074** for evaluation and testing purposes are to be made available at no charge and delivered to **Quality Assurance Lab**, at the bidder's expense. The bidder must, within **ten (10)** working days following a request from the State, submit bid samples to the **Quality Assurance Lab**. Bid samples will not be returned. The [name of agency] will conduct laboratory tests to assure that the bid samples submitted **for pricing lines 00001 thru 00074** 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 thru 00074**. 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

Bidder to submit pricing information on the attached pricing lines. Bidders shall submit prices on Line items 00001 through 00037 if the product it is bidding is "MADE IN THE USA. Bidders shall submit prices on Line items 00038 through 00074 if the product it is bidding is "MADE OUTSIDE THE USA."

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/09x20192.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 **two (2) years**. The anticipated "Contract Effective Date" is provided on the signatory page of this RFP: <http://www.state.nj.us/treasury/purchase/bid/summary/09x20192.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 Agencies are** authorized to order and **the contractors are** authorized to ship only those items covered by the contracts resulting from this RFP. If a review of orders placed by the Using Agencies 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 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/09x20192.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 by line item shall be made with reasonable promptness by written notice to that responsible bidders, whose bid proposals, conforming to this RFP, 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.
 - 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

NOTARY PUBLIC